

General Terms & Conditions (GTC)

Applicability

These GTC are applicable for all logistic-, forwarding- and transport services provided by cargo-partner („CP“). The General Austrian Forwarder's Standard Terms and Conditions (AÖSp, see www.wko.at, search “AÖSp”) in its valid version are applicable subsidiary. General Conditions of the contract partner are only applicable if and to the extent they have been expressly confirmed in writing.

Offers, Information

Offers are based on the current rates, tariffs and exchange rates and non-binding until each respective single transport order has been confirmed by CP resp. transmission of AWB for Airfreight according to Warsaw Convention. Offers are confidential and exclusively for the respective recipient. In case of unauthorized disclosure to third parties, a contractual penalty of EUR 10.000,- may be requested (not affecting the right to claim compensation of further damages).

When making an offer, CP is not obliged to recheck the principal's information. All quotations are based on the unchecked information and may change due to the goods true characteristics (e.g. dimensions, dangerous goods, etc.). The principal has to indicate possible risks or legal prohibitions concerning his goods (e.g. ex-/import barriers, intellectual property rights, etc.) and is liable for all damages in this regard. In case of legal uncertainty or risks (amongst others lack of insurance coverage), CP is not obliged to perform resp. continue to perform the services.

Information on delivery times and –dates, customs duties, charges, taxes and the like are without engagement.

Taking over of goods, loading, performance of services

When taking over, CP is not obliged to check goods for damages, shortages or defects resp. suitable packing for transport (except apparent damages).

Especially in air freight additional checking of shipments, including opening of single shipments, might be necessary. In case CP is engaged with the performance of such checks, CP is only liable in case of gross negligence or willful misconduct.

CP is entitled to issue and to post freight documents and in this case acts on behalf and at the risk of the principal resp. the principal's representative. In case of delays, demurrage can be invoiced to the principal.

CP will lodge legal remedies (e.g. in case of customs decisions, confiscations, etc.) only in case of explicit and reasoned instruction and upon provision of adequate securities as appropriate.

Payments, Accounting

All rates mentioned are excluding VAT or any other taxes or charges. If not otherwise agreed in writing, invoices are due upon receipt. In case of agreed payment terms, CP can make the performance of further services subject to the non-exceeding of independently set credit limits. Reclamations against invoices have to be submitted to CP in writing within 14 days together with the reclamation protocol, otherwise the invoice is deemed to be fully accepted. In case of late payment the principal has to bear interest and all costs of claiming.

Loading equipment, Containers

All loading equipment, esp. containers, has to be returned undamaged, swept clean and without any fixed labels, marks and numbers or contaminations. All costs occurred by noncompliance will be invoiced to the principal. Exchange of pallets, boxes or any other means of loading will be made by CP only after special written agreement.

Insurance, Liability

PLEASE NOTE: There is no automatic transport insurance! In many cases, Carriers' liabilities are limited or excluded.

CP's liability is according to AÖSp and does in no event exceed the limits of the applicable transport conventions (esp. MC, WC, CMR, CIM, Hague Rules), the applicable B/L-Terms, AWB conditions (see www.iata.org, search “resolution 600b) or the Conditions of the respective subcontractors. Please take note of the liability limitations in case of an interdiction to arrange SVS-Insurance!

Notwithstanding § 51 lit. b AÖSp, CP's liability for airfreight according to Montreal Convention (MC) is limited according to Art. 22 MC. Irrespective of agreed air- or sea freight, (parts of) transports can be provided as overland transports. Data concerning the good's value in transport orders, invoices, freight- or other documents do, in absence of CP's explicit approval in writing, not increase liabilities. CP will never accept increased liabilities without an explicit agreement in writing.

If requested, CP organize transport insurances (premium, procurement, handling), covering in case of damage/loss up to full cargo value. However, this will be effected only upon explicit written order, based on the “Allgemeine Österreichische Transportversicherungs-Bedingungen” in the valid version. Our quotation includes the premium paid to the insurer and our remuneration for insurance procurement and handling.

Data protection and privacy

When commissioning CP, the principal agrees that his personal data will be processed and saved electronically within the CP-group and that one may be contacted by CP for the purpose of information on special offers, products and services. This consent may be withdrawn at any time. Data will be treated strictly confidential and will not be passed on to third parties unless this is necessary for the proper performance of the respective service.

Miscellaneous

The invalidity of individual provisions of these conditions shall not affect the validity of the remaining provisions. Waivers (onetime or repeated) to insist upon or enforce strict performance of any provision of these Conditions shall not be construed as a waiver of any provision or right.

For all contracts with CP Austrian law will be applicable without conflict of law rules. Place of jurisdiction is upon CP's choice Vienna, the competent court at the respective branch of CP or any other legally permissible court.