
TERMS & CONDITIONS

Offers, Information

Our offer is valid for general cargoes, non-hazardous, unless specified otherwise in the offer itself.

Offers are based on the current rates, tariffs and exchange rates and non-binding until each respective single transport order has been confirmed by Cargo Partner representative. Offers are confidential and exclusively for the respective recipient.

When making an offer, Cargo Partner 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), Cargo Partner is not obliged to perform resp. continue to perform the services.

We do not accept shipping orders with punctual loading dates &/or delivery times. The estimated transit time when mentioned, is indicative only. Our company shall try to comply with delivery schedules indicated, however in no case this is binding, on this respect all information given 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, Cargo Partner 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 Cargo Partner is engaged with the performance of such checks, Cargo Partner is only liable in case of gross negligence or willful misconduct.

Cargo Partner 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.

Cargo Partner 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.

Ocean or house bills of lading dispatched to the shipper or other parties designated by the shipper are considered duly delivered at the time of dispatch and the risk of loss or delay of such documents in transit shall be borne by the shipper.

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, Cargo Partner 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 Cargo Partner 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. Quotation applies until a maximum cargo value of USD 250.000 per container or USD 1.000.000 per bill of lading - higher cargo values are subject to approval for acceptance of transport order

Insurance, Liability

PLEASE NOTE: **There is no automatic transport insurance.** In many cases, Carriers' liabilities are limited or excluded. Cargo Partner'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 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, Cargo Partner'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 Cargo Partner's explicit approval in writing, not increase liabilities. Cargo Partner will never accept increased liabilities without an explicit agreement in writing. If requested, Cargo Partner 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 Transportversicherungsbedingungen" in the valid version.

By delivering your cargo to cargo-partner for carriage you declare that you have verified the cargo weight in accordance with the applicable SOLAS regulations concerning the "Verified Gross Mass" effective from July 1st 2016 (available under www.imo.org) and indemnify cargo-partner its agents and partners from any and all damage resulting from an incorrect weight specification, including but not limited to penalties due to the excess of maximum payload, damage/delay due to the unloading of consolidated third party cargo or delays in the loading of the ocean vessel.

Data protection and privacy

When commissioning Cargo Partner, the principal agrees that his personal data will be processed and saved electronically within the Cargo Partner-group for the purpose of performance of his orders as well as compliance with legal obligations. 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. In case of questions contact DataProtectionOffice@cargo-partner.com.

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.

Any dispute between the parties, which is relevant to this transport order, will be resolved exclusively by the courts of Thessaloniki and the Greek Law will be the applicable Law

Force Majeure – Covid 19 Situation

Cargo Partner is not liable for any expenses caused by «force majeure» (such as war, strikes, Act of God, etc.).

Consequential to the CORONA VIRUS situation force major (acts of God) may and often will cause additional costs, such as handling/documentation, demurrage (border hold ups!), temporary storage and/or dedicated distribution requirements.

cargo-partner shall not be liable for any delays or other negative consequences which may arise as a result of the COVID-19 pandemic. Governmental instructions/restrictions may impact the feasibility of transport orders by rail and road. There is a potential risk of confiscation of medical protective equipment as per individual countries' jurisdiction, the situation could change quickly and without notice. Blockades of roads/border stations/closures of gateways may cause delays in delivery and result in additional costs like container and truck demurrage, storage costs or others. Any such additional cost must be paid by the principal/cargo owner. cargo-partner will take all measures within its capacity to ensure a steady flow of goods and keep its customers' supply chains up and running.