

General Terms and Conditions (GTC)

Applicability

These General terms and Conditions (GTC) are applicable for all logistic-, forwarding- and transport services provided by cargo-partner („CP“). Please, be advised that in our operation and agreements we adhere to the stipulations of the General Hungarian Forwarding Rules (MÁSzf). By accepting our offer you expressly acknowledge and confirm that cargo-partner has specifically drawn your attention to regulation of MÁSzf and you accept the conditions therein. Please, note that the MÁSzf regulation differ from those of the Hungarian Civil Code concerning forwarder's legal liability and right of lien, the statute of limitations and the applicable law and jurisdiction. 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/cross rates of the Hungarian National Bank (MNB) effective until the deadline of the offer and is valid only on prompt acceptance and under unchanging shipping conditions, furthermore non-binding until each respective single transport order has been confirmed by CP with the identification number of the freight company. The offer may be affected if the freight company changes the booking of cargo-partner, so the delivery time and price may change until the following dates: the shipped on board date in case of sea freight, the shipped on board date in case of air import, the airline booking confirmation date in case of air export, the date of departure of the train in case of rail transport and the date of the order confirmed with registration number in case of road transport. The offer becomes invalid if the freight company cancels that flight/ship/train/truck for which the cargo partner has a valid reservation. Any changes in the conditions of the quotation will necessitate a revision of the forwarding fee. When making an offer, CP is not obliged to recheck the principal's information. Therefore the 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. export/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 the services. The forwarding of air and sea cargo may partly include transport by land (road, rail). Transit and transport times, customs duties, charges, taxes are for your information only, the forwarder cannot be held responsible for them. Offers are confidential and exclusively for the respective recipient. In case of cancellation of the order already confirmed with a reservation, the cargo-partner is entitled to charge the cancellation fee to the customer received from the freight company. In the case of a road order, the client can cancel the carriage or change the date free of charge 24 hours before the agreed pickup time, otherwise cargo-partner will debit the customer with the subcontractor cancellation fee. Unbound road offers are valid until the last day of the month of issue. If you have only asked for an offer to make your own calculations, please contact the person who has given you the quotations before closing the deal as there may have been changes in our fee.

Payments, Accounting

All rates mentioned are excluding VAT or any other taxes or non-transportation costs (the costs of customs clearance, forwarding and licensing costs and fees) unless this is clearly indicated in the quotation. The forwarder shall charge a price for the forwarding fee as well as any necessary transportation related costs and expenses incurred (hereinafter: forwarding fee). The client shall acknowledge that during transportation such unforeseeable costs may arise that are justifiable and are necessary and/or conducive to the safe and secure delivery of the goods/consignment. Such costs and expenses mostly (but not exclusively) include fees of weighing, unit counting, surveying, safe storage, standby (ship/truck), maintenance and repackaging. Unless the Parties agree otherwise, the forwarding fee is due on the 14th day following delivery and it is calculated according to the central exchange rate of the Hungarian National Bank (MNB) effective on the day of delivery. 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. The invoices of cargo-partner are – in the absence of an agreement stipulating it otherwise – due on the day of receipt by the principal, delay of payment commences instantly without a separate call for payment or applying any other condition. Interest of delayed payment is – in absence of other clause – to be settled according to the ruling Hungarian legal regulations. Any costs arising from late payment including any exchange rate losses incurred by the forwarder are to be paid by the principal.

Liability, Insurance

PLEASE NOTE! There is no automatic transport/marine insurance for your shipment. CP's liability is according to MÁSzf. In many cases carriers liabilities are limited or excluded, e.g. natural disaster or General Average. The responsibility of the forwarder for any loss or damage during the activity of forwarding concerning the extent and the excusable causes, as well as the extent of the forwarder's responsibility for the choice of another forwarding or carrier partner is to be viewed in light of the international treaties on the individual forms of transportation (Warsaw Convention, Montreal Agreement, Hague Agreement, CRM, CIM, etc.), the applicable B/L terms, AWB conditions (www.iata.org, resolution 600b) during temporary storage between transloads and domestic pre or on-carriage. Further declaration of cargo values at transport orders, invoices or any other documents determine no increase of CP's limitation of liability. CP will never accept increased liabilities without an explicit agreement in writing. By request CP organize transport insurance (premium, procurement, handling, optional door-to-door coverage), covering damage at on- and offloading, general average deposit payment and in case of damage/loss up to the full cargo value. Our quotation includes the premium paid to the insurer and our remuneration for insurance procurement and handling. Transport Insurance (premium, procurement, handling) is only taken upon your explicit written order.

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.

International Emergency

cargo-partner shall not be liable for any delays or other negative consequences which may arise as a result of an international emergency situation. Governmental instructions/restrictions may impact the feasibility of transport orders by rail and road. There is a potential risk of confiscation of any shipment 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.

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.

Data Protection and Privacy

CP handles any personal data during the administration in accordance with its Privacy Policy and taking into account the provisions of the GDPR and the Information Act (Act CXII of 2011). Information about personal data management is available in the Privacy Guideline on the company website.

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 Hungarian law will be applicable.