

General Terms & Conditions

Special remark related to the armed conflict between Russia and Ukraine. cargo-partner (hereinafter referred to as cp) can only offer transport services under considerable restrictions. Customer commissioned the execution of the transport in full awareness of the risks within that region may entail for the goods, but also for the executing carrier. Customer is aware that these transports are passing through the territory of the Russian Federation (Russia, Belarus, Kazakhstan).

Customer expressly release cp and cp's affiliates from any liability for any loss, damage or any kind of financial consequences which are (also remotely) related to or caused by the armed conflicts in that region, effecting these transport operations or any contractual obligations in particular damage, loss, seizure of the goods, as well as late delivery and damage/liabilities resulting from customs clearance applications.

Customer shall fully indemnify cp against all costs, including the costs of a possible legal prosecution, legal defense and / or any further damages incurred by cp in relation to the such transport orders effected by such armed conflicts. This also includes possible claims by third parties, such as the consignees, which the latter may assert against cp. Customer to reimburse cp for any additional costs incurred as a result of any necessary changes to the transport processes as a result of the Ukraine/Russia conflict. For every case the ordered service can't be executed due to the effects of the conflict, despite cp's utmost efforts, we herewith agree with such changes which cp might decide for at any time and in his own discretion, which might include, but is not limited to rerouting of accepted rail cargo to ocean freight etc..

Customer assure and ensure that at the time of the transport order and loading of the goods the transport ordered does not violate any corresponding sanction, embargo or similar regulations. Failing to comply with this obligation, customer shall further indemnify cp upon first demand, against all consequences, in particular governmental and official measures, fines and penalties, claims for damages by third parties.

Customer expressly agree, that cp shall be waived of any liabilities in case the goods are confiscated or the country borders to be crossed are closed by local orders, blockades of railway stations or transshipment facilities.

cp will try it's reasonable endeavor to limit or mitigate the effect of such events.

NOTE: The offer does not include the transport of goods intended for export to the territory of the Russian Federation and the Republic of Belarus.

Due to the current situation in Ukraine and Russia there may be short-term flight cancellations and/or rate increases. Airfreight Rates, Security Surcharges and Fuel Surcharge reflect current levels and are subject to change.

cargo-partner spedycja sp. z o.o. reserves the right to appropriately increase the rate for transports from ports in the offer in the event of an increase in fuel prices. Calculation methodology:

Rate level: Net petrol price from official ORLEN: <https://www.orlden.pl/pl/dla-biznesu/hurtowe-ceny-paliw>

BAF calculation: each time we check net price of EKODIESEL from week (Saturday to following Friday) and based on arithmetical average we are using as BAF factor for the deliveries in consequence week.

Current fuel table is available at the link: www.cargo-partner.com/fileadmin/public/Legal_Downloads/PL/AKTUALNA-TABELA-PALIOWA.pdf

SEA-FREIGHT REMARKS: US TRADE REGULATION (UNITED STATES, PUERTO RICO & GUAM)

This rate offer is considered a Negotiated Rate Agreement (NRA), your Quotation Number is your reference and is valid for 30 days unless otherwise indicated. Acceptance of the Rates Quoted in this Quotation may be made in writing or by booking and/or tendering of cargo and shall supersede any prior quotes and/or oral agreements/discussions pertaining to the cargo quoted. Acceptance in any form of the Rates Quoted in this Quotation shall also serve as acceptance of terms and conditions contained. This agreement is valid for where Consolcontainer Line Transport GmbH (CTLT) is acting as Carrier in this transaction, the rates quoted herein are not subject to any surcharges and/or assessorial contained in the CTLT tariff (US). The Shippers booking of cargo after receiving the Terms of this NRA or NRA amendment constitutes acceptance of the rates and terms of this NRA or NRA amendment.

SEA IMPORTS

In view of the recent market developments, we reserve a right to implement a booking cancellation fee - per Container, as per information attached to the offer.

Our offer is based on today's rates, tariffs and exchange rates (without engagement until conclusion of the contract). Business undertaken is subject to the Polish General Forwarding Rules & Conditions 2022 (OPWS 2022) in the valid wording (<https://pisil.pl/opws-2022-2/>). Delivery periods and dates are not binding. We are neither liable for delays nor penalties of any kind. The agreed type of transport can be replaced with another type of transport by a forwarder. In no case shall our liability exceed the limits determined by the Warsaw Convention, Montreal Convention, CMR, CIM or by B/L conditions. Unless agreed in writing otherwise, invoices are due upon receipt. Any expenses resulting from non-payment at customer's cost.

All offers made by CP are based on current tariffs, exchange rates, payment and transport conditions and are without engagement, i.e. non-binding until the conclusion of the contract (confirmation of the respective individual order by CP). All offers are subject to accessible and calculated transport routes. The prices offered are subject to available shipping space, cargo space as well as empty containers. All surcharges quoted are valid until revoked and subject to the introduction of further surcharges. All freight rates quoted are only valid for shipments with partners of the contractor. Carriers are selected at the discretion of the contractor. Due to the significant daily fluctuations regarding the price of diesel the contractor's offer is based on the variable average price for diesel according to the EU Commission's Oil Bulletin (Weekly Oil Bulletin (europa.eu)) on the day the offer is submitted. The contractor therefore reserves the right to add surcharges on account of rising diesel prices. All surcharges mentioned are valid until revoked and subject to the introduction of further surcharges. Standing fees, handling costs, detention and usual surcharges (e.g. fuel surcharge etc.) are not included in the freight price and will be charged separately according to the expenses incurred. Demurrage and detention rates to be charged in individual cases can be found under the following link

https://www.cargo-partner.com/fileadmin/public/Downloads/cargo-partner_DEM_DET.xlsx, which are always considered as bindingly agreed, and, therefore, do not require any proof for settlement, unless the parties have agreed otherwise. Transport restrictions, in particular those that occur after the goods have been dispatched, may result in additional costs (i.e. berth fees, diversion costs, cargo handling charges, etc.) and will be invoiced according to the time and effort involved. Such costs are not included in the offer/freight price.

ROAD TRANSPORT - additional conditions

Unless otherwise specified, the service assumes the maximum loading and unloading time, respectively:

- for full truck loads (FTL) - 6 hours
- for direct less truck loads (LTL) - 3 hours
- groupage transport - 30 minutes
- for FTL and LTL deliveries or pickups in countries outside the EU - 24 hours (time of customs clearance and loading service).

When exceeding these limits Forwarder reserves the right to charge extra costs in amount of

- within EU: 20€ net per each started hour of extra costs, max. 150€ net per each started day
- outside EU: 150€ net per each started day"

Transport insurance

ATTENTION! There is no transport insurance automatically covered for your shipment. In many cases there is no liability of carriers, e.g. natural disaster or General Average. Our liability is subject to the limitations set out in the WC, MC, CMR, CIM, AWB or the terms and conditions on the B/L. Further declaration of cargo values at transport orders, invoices or any other documents determine according to our services on the basis of the General Polish Forwarders Rules & Conditions (OPWS 2022) no increase of our limitation of liability.

By request we organize transport insurance (premium, procurement, handling), (optional door-to-door coverage), covering damages at on- and offloading, general average deposit payment and in case of damage/loss up to full cargo value. Transport insurance (premium, procurement, handling) is only taken out upon your explicit written order and is subject to the transport insurance terms and conditions in the valid wording, available at the explicit request. Missing by Principal of giving the information of the value of the transported goods, before the date of departure of the ship, for the Forwarder to sign cargo insurance, in the event of any damage arising during the transport of goods, may result in rejecting the claim, which will result in failure to pay compensation.

Terms of payment

In case if no any other arrangements: prepayment. Invoice will be issued in USD or EUR.

WE DON'T ISSUE FIATA BL. IF SHIPMENT IS SENT UNDER OUR CONTRACT THEN HBL IS ISSUED ON OUR TEMPLATE (CTLT).

If booking is under our contract and we issue our HBL based on CTLT, we are responsible for filling AMS and FMC (US only).

In general, issuing direct MBL is prohibited. Only under certain circumstances we can accept it.

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.

Contractual penalties (regarding air and rail transport) – “dead freight” clause

If the customer's shipment is not loaded on the planned plane / train (in particular due to customs inspection of the goods), the customer is obliged to pay, at the first request of the forwarder, a contractual penalty in the amount of the freight rate agreed/indicated in the offer for the transport of a given, unloaded shipment.

Additional information

- above offer relates only to general cargo (non-hazardous, non-perishable, non-temperature control or pharmaceuticals),
- the quotation does not apply to transport of strategic goods in the meaning defined by the Polish Act on foreign trade in goods, technologies and services of strategic importance,
- the above-listed prices applies to goods transported under tarp (reg. road freight),
- the offer is based on today's rates, depends on space/equipment availability and real date of ship's/train/airplane/truck departure
- offer contains net prices,
- pick up/delivery by courier service possible only when shipper give us POA / for goods are customs cleared at arrival port / airport / terminal,
- all rates are not valid 3 days before or after National Holidays, then only ad-hoc rates are valid,
- free time for loading: 6 hours, every next hour paid extra,
- shipment have to be properly secured for transport according the principles of the packing specified within different mode of transports,
- we reserve the right to amend our quotation, in the event of cargo dimension, weight, character of goods or packing changes,
- transit time is planned and estimated,
- all bookings may be changed during final reservation process and may be different from the estimated offer,
- SEA/RAIL LCL: latest 10 days after shipment departure, commercial invoice & packing list has to be provided. If not, penalty in amount of 100 USD will be issued,
- Rail/AIR/Road – IMPORT demurrage/detention/storage costs after free time will be charged as per tariff of subcontractors/ /Rail operators/airlines,
- SEA Freight – IMPORT demurrage/detention/storage costs after free time will be charged as per tariff attached to the offer,
- all wooden packing have to be fumigated, properly marked, and with original certification of fumigation,
- all surcharges are variable and can change according to the carriers policy,
- booking subject to congestion, peak season, war surcharges,
- booking confirmation at the carriers policy,
- offer doesn't include additional manpower, parking fees or special trucks,
- we can accept your booking order no later than 2 working days prior your preferred loading date,
- booking cancellation / amendment fee: EUR 50,-
- late shipping instructions - 1 DAY prior doc cut off EUR 30,-

- carriers reserve the right, with or without notice, to change schedule, routing, dates of departure and arrival and cannot be held responsible or obliged to fixed delivery dates and transit times,
- offer does not include costs of storage, goods inspection, packing/repacking, loading fees, etc.,
- participation in customs inspection at the cargo-partner warehouse - net cost PLN 90/h,
- packing needs to be prepared for security check (manual / x-ray) before dispatch
- max weight in containers: 20'DV//21 tons, 40'DV//22 tons (if there is no other local weight limitations in country of destination),
- road transport for cargo value up to 200 000 EUR, any higher - upon request,
- deliveries with a standard truck.
- in the event of a change of the port of unloading by the shipping company (e.g. due to congestion in the originally planned port of unloading), the freight forwarder has the right to change the rate for the delivery of the container from the port provided in the offer.

Maximum value of cargo (applies to rail transport)

Quotation applies until a maximum cargo value of EUR 8500,-/cbm per single LCL shipment or EUR 500.000,- per FCL container - higher cargo values are subject to approval for acceptance of transport order.

Split and detention of shipments (for air transport)

The air carrier is entitled to determine the priority of carriage both between shipments and between shipments and other loads, and to decide which items are to be carried or not, or to be unloaded at any given time and place. The air carrier may continue any flight without consignment or parts of the consignment missing. If the air carrier considers it necessary to detain the shipment or part of it at any point during or after transport, the air carrier may keep the shipment or part (s) of it for the account, risk and expense of the sender and / or recipient in a warehouse or other accessible place or at the customs authorities by notifying the sender and / or the consignee to the address on the air waybill.

Electronic Tax and Customs Services Platform

Please be advised that in accordance with the provisions of the Polish Act on the carriage of goods by road and rail freight transport and heating fuel trading monitoring system you are obligated to register on the Electronic Tax and Customs Services Platform and notify cargo-partner of this fact on the day of accepting the quotation. In the scope of goods covered by this Act, the Client is obliged to submit a notification to the register, update it if necessary, and obtain a relevant reference number, and all costs, damages, fees and penalties related to the Client's failure to notify cargo-partner and/or comply with the Act will be re-invoiced to the party responsible for registration of these goods in the above-described system.

Complaint procedure

In the event of detection of the goods' non-compliance with the terms of the contract, or any loss or damage of said goods, the recipient should add reservations to the relevant waybill and draw up a damage report in the presence of the driver. If it is possible, photos of the damaged goods on the truck should also be taken and the freight forwarder responsible for the execution of the order should be immediately notified of the situation. The damage report should be sent to cargo-partner spedycja not later than 7 days from the date of delivery of the goods. From the moment the damage is detected, the goods should remain at the disposal of the insurer and remain intact.

SOLAS (reg. goods transported with containers)

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). "Gross Cargo Weight" calculated in kilograms includes the weight of the commodity, all packaging including but not limited to boxes, crates, barrels, etc. "Gross Cargo Weight" is required for carriage by all modes of transport. The Shipper agrees that cargo-partner is entitled to rely on the accuracy of such weights declared and to countersign or endorse it as the certified weight to all parties required for purposes of the SOLAS regulations (www.imo.org). The Shipper agrees that it shall 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 CLAUSE GDPR

The controller of your personal data is cargo-partner spedycja sp. z o.o., a company based in Moszna-Parcela 29 bud. C2, 05-840 Brwinów, entered into the register of entrepreneurs of the National Court Register maintained by the District Court for the capital city of Warsaw, 14th Division of the National Court Register, under KRS number: 0000121547, NIP: 522-23-49-705, with the share capital of PLN 2.400.000,00. If you have any questions, please do not hesitate to contact us by using the following e-mail address: DataProtectionOffice@cargo-partner.com

You can also use this e-mail address to write to us about any matters related to your personal data. In particular, you can write to us to exercise your rights to which you are entitled in relation to your personal data – you can request access to your data, request to rectify, delete, or limit the processing of your data, submit an objection to said processing, or request a copy of the transferred data.

We process such data as: e-mail addresses, telephone numbers, company names, first and last names of individual persons, and information on the type of positions they hold in order to maintain on-going business relationships, as well as ID card numbers, and PESEL numbers (in justified cases). The processing of personal data is done on the following basis: the agreement between your company and us, as well as our legitimate interests (defending the company against possible claims, maintaining our business relationships, processing complaints, settling public and statutory obligations and levies, creating analyses, lists and statistics, including ones related to our turnover and sales, both for our internal purposes and for the purpose of verification of creditworthiness).

Personal data may concern your representatives, employees, suppliers, recipients, subcontractors, and associates, as well as personal data included in information obtained by us in connection with the execution of the order/contract.

cargo-partner spedycja sp. z o.o.
Moszna-Parcela 29, bud. C2
PL-05-840 Brwinów
Poland

Personal data may be transferred to and processed by such recipients of personal data as our subcontractors, entities acting on our behalf, entities providing postal and courier services, entities providing advisory, consultancy, and audit services, as well as legal or accounting assistance on our behalf, credit information agencies, banks, companies belonging to our capital group, insurers, the National Debt Register, competent state and local government bodies, entities authorized under administrative decisions, court judgments, and enforcement titles, and entities responsible for provision and support of our ICT systems.

Personal data will not be kept longer than necessary and only for a period compliant with the rules of data storage. Personal data will not be kept longer than it is necessary to achieve the purposes for which the data have been collected and processed.

The transfer of personal data may include transfers to places located outside the European Economic Area (EEA), but only if the legal requirements concerning such transfers, as specified in the applicable data protection law, have been met.

Personal data will not be subject to any automated decision-making processes or profiling.

If you have any doubts concerning the processing of personal data by our company, you have the right to submit a complaint to the relevant supervisory authority, i.e. the President of the Office for Personal Data Protection.

Miscellaneous

BE OUR WHISTLEBLOWER: If you are aware of any type of **wrongdoing, violations or illegal actions**, please report it via website [whistleblowing](#) or send the detailed description to e-mail: whistleblowing@cargo-partner.com

We encourage you to speak up because **WE TAKE IT PERSONALLY!**

Acceptance of the quotation

This quotation has been prepared especially for you and has been adapted to fit your needs. We are looking forward to your response. Please refer to this quotation number when sending any "Forwarding Orders".

We invite you to familiarize yourself with all our services: Sea freight / Air freight / Rail freight / Road freight / Integrated Logistics Services.