

Terms of payment

Subject to discuss with cargo-partner.

Transport Insurance

We do recommend transport insurance and will gladly recommend you with an appropriate insurance upon request. Please be informed that our services are provided on the basis of the limits of liability according to the applicable laws. If you want to secure your interest in a damage compensation beyond the mentioned limits of liability, we recommend to take out a transport insurance.

Business terms & conditions

Our offers are based on the rates, tariffs and exchange rates valid on the day of quotation and are understood without engagement until conclusion of the contract. Our offers may be subject to adjustments according to the contract conclusion date. Business undertaken subject to the General Standard Terms and Conditions of the V.L.A. This Company is an individual member of the FIATA.

Delivery periods and dates are read to be without engagement. We are neither liable for delays nor penalties of any kind. Surface carriage can substitute airfreight, seafreight or Road transportation in parts of the agreed route. Our liability shall in no case exceed the freight we will charge for the relevant transportation or the limits determined by the Warsaw Agreement, Montreal Convention, CMR, CIM, applicable law, or by B/L - conditions whichever is lower irrespective of the actual amount of damage. According to our terms of business, information on the merchandise value on transport orders, commercial invoices and other documents will not increase the aforementioned limit liability.

The given prices are without taxes. Objections against our invoices have to be transmitted to the forwarder within 2 weeks from receipt of the invoice in writing, otherwise the invoice shall be deemed to be accepted on its merits and in terms of amount. The respites regarding claims (loss, damage etc.) are subject to applicable law and international agreements as well as the General Standard Terms and Conditions of the V.L.A..

This offer is designed for above addressee only. Any handover to a third party has to be agreed between cargo-partner and the addressee explicitly in writing. cargo-partner takes the data given by the instructing party unchecked as basis for the fulfillment of the contract.

cargo-partner is not liable for the correctness of such data and its consequences to official import tax assessments in any stage of proceedings. cargo-partner will appeal against a customs decision only after explicit instruction under specification of reasons of appeal.

cargo-partner shall not be liable for any delays or other negative consequences which may arise as a result of pandemic.

Governmental instructions/restrictions may impact the feasibility of transport orders by air/sea/rail and road. Blockades of ports/roads/border stations/closures of gateways/shortage of reefer plugs may cause delays in delivery and result in additional costs like storage, demurrage, detention, congestion surcharges 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.

Though all Cargo Partner Logistics Vietnam and its affiliates, partners, agents etc. are taking all reasonable and practicable efforts to perform the contract of air/sea carriage, due to the current war like situation between Ukraine and Russia, there may be short-term interruptions in effecting the contract due to various factors, including but not limited to flight /voyage cancellations, airport /port closures, air space / sea route closures and/or rate increases, which are not within the control of Cargo Partner Logistics Vietnam. The Airfreight Rates quoted by Cargo Partner Logistics Vietnam are subject to change due to the foregoing force majeure event. Also note Cargo Partner Logistics Vietnam reserves its right to levy Security Surcharges and Fuel Surcharge etc. in addition to the freight, due to the foregoing events.

Additional Business terms & conditions for AIR FREIGHT

Cancellation Fees / No show

For any bookings that got flight confirmation, the following cancellation charges will be raised on the full invoices value:

Cancellation less than 96 hours prior to flight departure 50% of the full airfreight costs + any other charges.

Cancellation less than 72 hours prior to flight departure 75% of the full airfreight costs + any other charges.

Cancellation less than 48 hours prior to flight departure 100% of the full airfreight costs + any other charges

Additional Business terms & conditions for SEA FREIGHT

Our 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.

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.

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.

Sea-freight Remarks: US Trade Regulation (United States, Puerto Rico & Guam)

This rate offer is considered a Negotiated Rate Agreement, 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 Consoltransport 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.

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. BAF fees 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, 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.

Additional term for Road Transport Governed by Road Waybill

The liability of cargo-partner for carriage governed by a Road Waybill shall not be exceeded a sum of USD 15,000 per event/occurrence (or its equivalent) or USD 2 per kilogram of the gross weight of the goods lost or damaged, whichever is the less.

For the avoidance of doubt, where a Road Waybill is issued in conjunction with another transport document, such as an ocean bill of lading (HBL) or an air waybill (AWB), and where carriage by Road is not the main mode of transport, the limits of liability of cargo-partner shall be governed by the transport document issued for the main mode of transport offered as the primary service.

This quotation was tailored according to your requirements. We are looking forward to our collaboration.

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!

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Additional term for Cross border Road Transportation

1. Rates include: all-in international trucking charge from origin to destination, LO/LO, border gate fee & customs transfer fee at respective custom gateways.
2. Unless otherwise stated, rates exclude: VAT / GST / SST , loading/unloading at origin & destination, export/import clearance, duty/tax, cargo insurance, prohibited road fee, custom brokerage expenses at BLP/ICD/EPZ/FTZ/bonded warehouse
3. We shall not be liable for any loss or damage caused by hijack, robbery and/or other force majeure events beyond our reasonable control.
4. Lead time is just an indicative time & exclusive of delays due to border congestion, customs release process and some force majeure factors.

Additional term for Rail Shipments through Russia

1. Shipments passing through Russia may be subject to additional inspections, delays, seizures, detentions or other unforeseen circumstances arising due to existing or forthcoming local regulations or customs policies, including but not limited to the Russian Government's Decree No. 1374/15.10.2024. These circumstances may include but are not limited to:
 - a. Delays in delivery due to inspections or controls.
 - b. Unloading and potential seizure of cargo by Russian authorities.
 - c. Additional costs resulting from storage fees, penalties, or other charges due to delayed delivery or inspection procedures.
2. Compliance with Russian Government's Decree no. 1374/15.10.2024
cargo-partner shall comply with the Russian Government's Decrees No. 1374 and 313 regarding the transit of goods via Russia. cargo-partner shall not accept any cargo for rail through Russia if the goods contain items listed in these decrees, including but not limited to:
 - a. Binoculars, rangefinders, and radar equipment
 - b. Tactical or camouflage clothing and footwear
 - c. Medical first-aid supplies and equipment
 - d. Dual-use goods

You are responsible for ensuring that the cargo does not contain any of the above-listed items and shall inform cargo-partner of the HS codes of the goods being shipped to ensure compliance with these regulations before booking shipments. Failure to comply may result in the rejection of the shipment and delay.

3. cargo-partner shall not be liable for any delays or other negative consequences, including claims, losses, damages, costs, penalties or expenses (including legal fees) arising directly or indirectly from the above circumstances.

<https://www.cargo-partner.com/our-services>