

General Terms and Conditions for the Provision of Freight Forwarding Services



LOCOTRANSSPED Sp. z o.o.
ul. abpa Antoniego Baraniaka 88 C budynek D
61-131 Poznań

General Terms and Conditions for the Provision of Freight Forwarding Services

These general terms and conditions constitute an integral part of a contract on the provision of forwarding services concluded between Locotransped sp. z o.o. and the third party specified in the Order.

The performance of forwarding services in accordance with the terms and conditions detailed below shall remain the highest priority of Locotransped sp. z o.o. and their observance shall remain essential to the partnership between the Parties in the course of their cooperation.



Conclusion of the contract

The Service Provider renders the service of arranging forwarding services for the Principals on the basis of mutual cooperation agreements, these General Terms and Conditions and the provisions of law, including the CMR Convention and the Transport Law.

By entering into the contract for the provision of freight forwarding services, the Principal agrees to have the services performed in accordance with these General Terms and Conditions as well as the provisions of law and the CMR Convention.

The conclusion of the Contract for the provision of forwarding services requires the agreement of the Terms and Conditions of co-operation between the Principal and the Service Provider and may take place by way of:

- acceptance of the Transport Order by the Service Provider.

By placing a Transport Order, the Principal acknowledges that it has become familiar with and agrees to abide by these General Terms and Conditions of the Provision of Freight Forwarding Services.

The Principal shall be bound by the Transport Order from the time it is submitted to the Service Provider until the Transport Order is refused by the Service Provider and rejected. At the same time, the Service Provider reserves the right to refuse to provide the service if:

- if the Transport Order does not comply with the provisions of this contract or the law/the CMR Convention,
 - if the Transport Order was placed after 12 noon on the day before the start of the transport,
 - if the Transport Order is illegible or incorrectly made out,
 - if the Principal is in arrears with payments due to the Service Provider,
 - if a sudden fortuitous situation (political, economic, business changes) prevents or significantly hinders the performance of the Service,
 - if trade credit is refused by the insurer of the Service Provider's receivables - Allianz Trade (formerly: TU Euler Hermes S.A.),
- without incurring any financial or other negative consequences.

In the aforementioned cases, the Service Provider shall immediately notify the Principal of the rejection of the Transport Order which in this case shall not have any legal consequences or obligations for the Service Provider.

A Transport Order shall be deemed accepted if the Service Provider does not notify of its rejection without undue delay, i.e. within 3 hours of sending the order by the Principal if the order was received during the Service Provider's working hours, i.e. on working days from 8:00 am to 4:00 pm.

Modifications to the Transport Order by the Principal may only be made with the prior consent of the Service Provider. A change in the Transport Order without the Service Provider's consent shall result in the obligation to reimburse all costs and expenses which were incurred by the Service Provider in accordance with the original Transport Order, or in the possibility of withdrawal from the contract without any negative consequences.

The Principal shall be entitled to increase the freight agreed with the Service Provider in the event that the type, size or other parameters of the goods differ from those declared in the Transport Order.

Submission of orders

Transport Orders should be submitted well in advance - not later than by 12:00 noon on the day before the agreed loading date - via e-mail or the communicators used. In the event that an order is sent after the specified deadline, the Service Provider has the right to refuse to carry out the transport order without any financial consequences or to propose a different date for carrying out the service.

Cancellation of an order – latest 6 hours before train departure.

Preparing a consignment for transport

The Principal is obliged to ensure that the goods are properly loaded and packed, taking into account the agreed terms of the Transport Order, and to ensure that the goods are protected and secured against loss, damage and displacement during the journey, in particular in such a way as not to cause damage to the means of transport. The Principal shall be liable for damage resulting from failure to comply with this obligation.

The Principal is obliged to fill in the consignment note correctly according to Article 6 of the CMR Convention.

In the case of goods that require controlled temperature for transport, the Principal is responsible for adequate cooling of the Consignment before loading (in the case of fresh goods) down to the lower limit of the controlled temperature specified in the terms of the Order.

Subcontractors

In performing forwarding services, the Service Provider may use the services of subcontractors, the due verification of whom shall be the responsibility of the Service Provider.

Force majeure

In the event of force majeure preventing performance of the obligations arising from the forwarding services, the Parties shall be released from liability for non-performance. Force majeure shall be considered in particular: war and war-related events, natural disasters (flood, fire, earthquake, hurricane, etc.), general strikes, sudden political, economic, business and legislative changes in the countries where transport services are provided.

Unloading by the driver

Loading and unloading operations shall be carried out by the consignor and the consignee, respectively. The presence of the driver must be possible during all loading and unloading operations. If the goods are unloaded by the driver, the Service Provider shall not be liable for any damage to the goods.

Delay in loading/unloading

The Parties agree on a fee of 20.00 EUR for each commenced parking hour. The first four parking hours are free of charge.

Complaints Damage/Complaint documentation

Form for lodging complaints

The Service Provider shall accept complaints in the form of an e-mail sent to the following e-mail address: rejestracja@locotranssped.pl . In order for a complaint to be examined, it is necessary to fully prove the damage suffered and to provide documentation to support the complaint.

Deadline and documentation relating to complaints

The Service Provider shall accept complaints (claims) submitted within the deadlines stipulated in the CMR Convention for international transport or in the Transport Law for domestic transport.

With regard to delay in delivery, a complaint shall be examined if an objection is made in writing to the Service Provider within 21 days of the goods being placed at the disposal of the consignee.

In the case of visible damage to the goods, a complaint will be examined if a complaint is made to the carrier at the latest on delivery, and in the case of damage to the goods that is not visible, a complaint will be examined if a complaint is made in writing within 7 days of delivery, excluding Sundays and public holidays.

The damages inside the sealed unit shall be treated as invisible damage.

Review of complaints

The processing of a complaint shall be initiated upon the presentation of full documentation evidencing the damage suffered. In order to lodge a complaint effectively, it is necessary for the Principal to state the amount of the claim for damages and to submit documents confirming the amount of the damage suffered. The amount of the claim should be specified in a correctly issued accounting document attached to the complaint.

The initiation of the complaint process does not suspend payment for the service rendered.

In addition to the above-mentioned documents, the Service Provider shall be entitled to request additional information and documents necessary for the examination of the complaint to be provided without undue delay within a maximum period not exceeding 21 days.

In the case of complaints submitted in an incorrect form or without the required documents, the Service Provider shall call on the person submitting the complaint to rectify the deficiencies within 21 days of receipt of the call under pain of refusal to examine the complaint.

The amount of the claim in respect of the complaint made (in accordance with the CMR Convention):

- in the case of a total loss, it cannot be higher than the value of the consignment on the day of its dispatch, determined on the basis of an invoice issued in respect of the consignment, or in the absence thereof, according to the value of goods of the same type and species,
- in the case of partial loss, it cannot exceed the amount by which the value of the Consignment has decreased (calculated as above),
- in case of delay in the transport, after the damage has been demonstrated by the entitled person, it shall not exceed the amount of remuneration for the Transport Service to which the Service Provider was entitled.

The Service Provider shall not be liable for any lost profit or contractual penalties chargeable to the Principal in favour of third parties.

The Service Provider shall examine the complaint within 30 days of its submission in the correct form together with all required documents. If the person submitting the complaint has to be called upon to complete formal deficiencies, the 30-day period shall run from the date of delivery of the last of the required documents.

Payments

Payment for the provision of freight forwarding services shall be made in accordance with individually agreed payment terms. The Service Provider shall issue a VAT invoice with a monthly date corresponding to the date of the service.

The Principal shall notify the Service Provider immediately (no later than within 7 days of receipt of the VAT invoice) of any irregularities and shortcomings that do not allow the invoice to be paid.

Failure to sign the transport documents shall not constitute grounds for refusal to pay the invoice issued by the Service Provider.

Payments shall be made exclusively to the bank account specified in the VAT invoice. The currency indicated on the VAT invoice shall remain the only currency in which payment may be made.

The Principal shall not make any deduction of any claim from the Service Provider's remuneration without the Service Provider's prior written consent.

The Service Provider shall transmit all issued invoices and related shipping documents in the form of scans via e-mail, to which the Principal agrees.

All bank fees and costs related to the bank transfer of the amounts due shall be borne by the Principal, and in the event that the amount credited to the Service Provider's account is reduced, the Principal undertakes to pay the difference related to bank fees.

Delay in payment

No delays in payments are permitted. In the event of late payment, Locotranssped is entitled to claim compensation for recovery costs in accordance with Directive 2011/7/EU on combating late payment in commercial transactions.

The Service Provider indicates that its receivables are covered by Allianz Trade (formerly: TU Euler Hermes S. A.) through a trade credit insurance policy. In the event that there is no response to the payment demand sent to the payment department to the e-mail address indicated by the Principal in the SOP, the Service Provider shall forward the collection of the claim to its insurer.

No signature on the CMR

In case the submitted transport documents are not completed with the signature of an authorised person or the original transport documents cannot be recovered, Locotranssped shall be entitled to receive the agreed payment for the transport service rendered upon presentation of a document from the relevant persons confirming the performance of the transport and the absence of objections as to the manner of its performance and the goods delivered.

Contractual penalties

The stipulation and enforcement of contractual penalties which do not comply with generally applicable regulations - including the CMR Convention and the Transport Law - is not permitted.

Jurisdiction and applicable law

The competent court in Poznań is the materially competent court for all disputes of all the parties. The Parties agree that all disputable issues arising from the transport contract shall be governed by Polish law, and in the case of international transport - by Polish law and the CMR Convention. In the event of loading or unloading in the territory of the Republic of Poland, exclusively Polish law shall apply and legal disputes shall be settled in Poznań.

Final provisions

Any modifications or deviations from the terms and conditions of the provision of the forwarding services (OWŚUS) shall require the Service Provider's consent in writing, otherwise being null and void.

The OWŚUS are available at the Service Provider's head office, the Service Provider's branch offices and on its website.