

Cargo Delivery SRL - CONDITIILE GENERALE DE EXPEDITIE

Capitolul 1 - Definiții

1. **Cargo Delivery SRL** este o casa de expediții care, la cererea și pe seama clientului, organizează un transport de mărfuri, fara sa fie el însuși transportatorul. In organizarea transportului, pe langa transportul propriu-zis, se pot include și operatiuni conexe acestuia, cum ar fi: depozitarea mărfii, declaratiile vamale, controlul marfurilor, etc.
2. Clientul este orice persoana juridica sau fizica, proprietar și/sau care are drept de dispozitie asupra unei cantitati de marfa și solicita efectuarea transportului acesteia, inclusiv operatiuni conexe transportului. Clientul este cel care plateste sau garanteaza (in cazul in care a dat instructiuni casei de expeditii sa factureze un tert) plata serviciilor de transport și a operatiunilor legate de acesta.
3. Casa de expeditii nu raspunde pentru exactitatea datelor cuprinse in documentele puse la dispozitie de catre Client (facturi comerciale, alte acte insoitoare, etc.), acesta avand responsabilitatea modului de intocmire și a corectitudinii acestora.
4. Clientul este obligat sa transmita in scris Casei de Expeditii instructiuni precise daca solicita conditii speciale de livrare a marfii. Instructiunile sunt supuse acceptului Casei de Expeditii. Totusi, acestea se considera acceptate daca, dupa primirea lor de catre casa de expeditii, s-a trecut la executare, fara alte precizari.
5. Casa de Expeditii ofera Clientului un termen liber pentru incarcare / descarcare (inclusiv vamuire) de 8 ore. Depasirea acestui termen se va considera stationare și se va factura ca penalizare pentru intarziere in suma de 150 Euro pe zi inceputa. Depozitarea marfurilor peste acest termen precum și manipularea lor nu sunt incluse in pretul transportului.
6. Casa de Expeditii va putea sa refuze executarea modificarii/anularii comenzii, daca in momentul primirii ordinului de modificare sau anulare executarea acestuia nu mai este posibila, daca modificarea contravine unor dispozitii administrative, financiare, vamale etc. sau daca dreptul clientului asupra marfii a incetat ca urmare a nasterii dreptului destinat. asupra marfii.

Capitolul 2 - Obligatiile Casei de Expeditii

1. Casa de Expeditii va depune diligentele necesare pentru organizarea transportului și efectuarea operatiunilor conexe, potrivit instructiunilor Clientului, astfel cum au fost convenite, precum și pentru protejarea, pe tot parcursul derularii, a intereselor acestuia.
2. Casa de expeditii are dreptul sa-si aleaga in mod liber subexecutantul, precum și modalitatile de transport și mijloacele folosite. Persoanele intermediare sau subexecutantul la care recurge casa de expeditii pentru executarea obligatiilor sale sunt considerate acceptate de Client.

Capitolul 3 – Obligatiile Clientului

1. Marfa trebuie sa fie predata ambalata, marcata, etichetata și amarata in container astfel incat sa reziste operatiunilor de transport și/sau celor conexe și sa poata fi livrata destinatarului potrivit contractului și conform uzantelor.
2. Casa de Expeditii nu raspunde pentru daunele ce ar decurge din absenta, insuficienta sau defectuozitatea ambalajului, marcarii și/sau etichetarii marfii, amararii marfii in container, precum și din lipsa unor informatii corespunzatoare cu privire la natura sau insusirile particulare ale marfii.
3. In cazul constatarii, la destinatie, de pierderi, avarii sau orice pagube produse marfii, destinatarul sau cei care receptioneaza marfa au obligatia sa procedeze la constatarea daunelor și la indeplinirea formalitatilor ce se impun, inclusiv la formularea de rezerve legale fata de transportator, precum și sa ia alte masuri care sa asigure conservarea dreptului la reclamatie și actiuni in vederea recuperarii daunelor. Casa de expeditii va fi informata in termen de maxim 48 de ore despre orice problema ivita in derularea transportului.
4. Clientul suporta consecintele, indiferent de natura lor, rezultate din transmiterea de documente gresite, incomplete sau de neaplicat, ori de furnizarea lor cu intarziere.
5. In cazul in care Casa de expeditii angajeaza in contul Clientului operatiuni vamale, Clientul este cel care plateste sau garanteaza comisionarului vamal plata taxelor vamale și a amenzilor ce s-ar datora, determinate de furnizarea unor instructiuni sau documente eronate.
6. In cazul refuzului mărfii de către destinatar sau in cazul absentei acestuia, indiferent din ce motiv, Clientul este obligat sa suporte cheltuielile inițiale de transport, cele conexe precum și cele suplimentare, efectuate sau angajate de Casa de Expeditii.
7. In cazul transporturilor perisabile si agabaritice, contravaloarea serviciilor de expediție se achita in avans.

Capitolul 4 - Responsabilitatea Casei de Expeditii

1. Casa de expeditii, raspunde numai pentru daunele produse prin greselile proprii.
2. Raspunderea Casei de Expeditii este in conformitate cu prevederile Conventiilor Internationale de la Haga, Haga-Visby, Bruxelles, Conventiei Natiunilor Unite privind Transportul de marfuri pe mare – Hamburg 1978, de la Varsovia, Guadalajara și Montreal privind transportul de marfuri pe cale aeriana și a Conditiiilor USER.
3. Casa de expeditii nu raspunde pentru pagubele indirecte, indiferent de cauza care le-a generat.
4. Reclamatiiile impotriva Casei de Expeditii pot fi formulate in termen de 2 zile lucratoare de la data livrării marfii la destinatie.

Capitolul 5 - Conditii de plata

1. Pretul transportului și a celorlalte servicii este cel stabilit de parti, in fiecare comanda ferma și se face de catre Client sau de destinatar, daca s-a convenit astfel, pe baza facturii emise de Casa de Expeditii in valuta, conform comenzii, in termen de 15 zile.
2. In cazul in care se agreeaza plata in RON, plata va fi facuta la cursul de cumparare al Bancii Transilvania (Romania) pentru valuta negociata, din data efectuării plății. Orice diferenta constatata la incasare fata de curs se va considera in continuare debit purtator de penalitati de intarziere la plata.
3. Pentru intarzieri la plata mai mari de 5 zile calendaristice, incepand cu a 6-a zi, Clientul datoreaza penalitati de 0,20% din valoarea sumei neachitate, pentru fiecare zi de intarziere, in conformitate cu legea 72/2013.
4. Taxele suplimentare cauzate de supratonaje (incarcare peste tonajul maxim admis) vor fi suportate de Client.
5. Suma platita de catre Client catre Casa de Expeditii, nu va fi diminuata cu comisionul bancar aferent tranzactiilor efectuate de catre Client, pentru efectuarea platilor.

Capitolul 6 - Dreptul de gaj și dreptul de retentie al Casei de Expeditii

1. Casa de expeditii are, pentru toate creantele sale actuale sau anterioare rezultate din prestatii executate pentru Client, un drept de gaj și retentie asupra marfurilor și asupra oricaror alte valori care se gasesc in posesia sa și apartin Clientului.

Capitolul 7 - Litigii

1. Orice litigii intre parti vor fi solutionate pe cale amiabila
2. In cazul in care solutionarea pe cale amiabila nu este posibila, litigiul va fi de competenta Judecatoriei Buftea. Litigiile care intra in competenta materiala a Tribunalului, vor fi supuse spre solutionare Tribunalului Municipiului Bucuresti.
3. In cazul in care Casa de Expeditii va angaja cheluieli suplimentare pentru recuperarea debitului datorat conform prezentei comenzi, Clientul va fi obligat la rambursarea integrala a tuturor acestor cheltuieli.

Conditiiile Generale de Expeditie **Cargo Delivery SRL** au fost intocmite in conformitate cu Conditiiile Generale care Reglementeaza Activitatea Caselor de Expeditii aprobate in Adunarea generala a membrilor Uniunii Societatilor de Expeditii (**USER**) din 26 octombrie 1995.

Cargo Delivery - GENERAL FREIGHT FORWARDING TERMS

Chapter 1 – Definitions

1. **Cargo Delivery SRL** is a Freight Forwarder that at the request and expense of the Client organizes transport of goods, without being the transporter itself. These services may include, besides transport, other auxiliary services such as storage of goods, filing of customs declarations, etc.
2. The Client is any legal or natural persons, who owns and/ or holds any disposal right over a quantity of goods and requests transportation thereof including related services. The Client shall pay or guarantee (if it has given specified instructions to the Freight Forwarder to invoice a third party) to pay for the transport services and any other related operations.
3. The Freight Forwarder shall not be responsible for the accuracy of the information written in the documents made available by the Client (such as commercial invoices, other attending documents, etc.); it shall be liable for execution and correctness thereof.
4. The Client shall submit precise written instructions to the Freight Forwarder, if it requests special terms of delivery of goods. The instructions are subject to the Freight Forwarder's approval. However, these instructions will be considered accepted if after receipt they have been executed without additional explanations.
5. The Freight Forwarder shall grant the Client a free period of time for loading/ unloading (including customs clearance) of 8 hours. Failure to meet this deadline will be considered as stopping and will be invoiced as delay penalty amounting of 150 EUR / day. Goods storage after this deadline and handling are not included in the transport price.
6. The Freight Forwarder may refuse to modify or revoke the purchase order if the modification or annulment is no longer possible or if it contradicts any administrative, financial, customs or other instructions or if the Client no longer holds any rights over the goods, having transferred them to the recipient.

Chapter 2 – Freight Forwarder's Obligations

1. The Freight Forwarder shall take any steps necessary to organize transport of goods and related services according to the instructions given and agreed by the Client and also to protect Client's interests during the entire process.
2. The Freight Forwarder shall freely choose its subcontractors, mode and means of transport. Third parties and sub-contractors employed by the Freight Forwarder to execute its obligations shall be considered as accepted by the Client.

Chapter 3 – Client's Obligations

1. Goods shall be delivered to the Freight Forwarder packed, marked, and labeled in order to be properly shipped and delivered to destination point, subject to contractual provisions and regulations.
2. Freight Forwarder shall not be liable for damages due to absence, insufficiency or default of wrapping, mark and label, nor due to lack of accurate information regarding nature and particular specifications of the goods.
3. If the consignee or the recipient of the goods find at destination point that goods have been lost or broken they shall assess the damages and take proper action including legal proceedings against the transporter; further they shall take any measure to ensure the right to make claims and take legal action in order to recover the damages. The Freight Forwarder shall be notified within maximum 48 hours if any problem occurs during the transport.
4. Client shall bear consequences of any nature, due to transmission of wrong, incomplete or improper documents, or of delaying the documents submission.
5. If the Freight Forwarder contracts customs services, on behalf of the Client, the latter shall pay or warrantee to the customs agent to pay all customs duties and applicable fines pursuant to provision of incorrect specifications or wrongful documents.
6. If the consignee refuses the goods, or is not present at the destination point whatever reasons it may have, the Client shall bear the cost of initial shipment and any other expenses incurred or made by the Freight Forwarder on the Client's behalf.
7. In case of perishable goods, the value of transport services shall be paid in advance, unless otherwise agreed.

Chapter 4 – Freight Forwarder Liability

1. The Freight Forwarder shall only be liable for damages due to personal fault.
2. The Freight Forwarder's liability is in line with the Haga, Haga-Visby, Bruxelles Convention regarding International Carriage by Sea, in line with the Warsaw, Guadalajara and Montreal Convention regarding International Carriage by Air, and USER Conditions.
3. The Freight Forwarder's is not liable for indirect damages, for whatever reason it has generated.
4. Any claims against the Freight Forwarder shall be submitted within two working days as of the day when goods are delivered at the destination point.

Chapter 7 – Payment Conditions

1. Payment of transport and related services shall be made by the Client, or Consignee, as agreed by the parties in the purchase order and according to the invoice issued by the Freight Forwarder, in the negotiated currency.
2. If the parties agree that the invoice should be paid in RON, the transport price will be calculated according to Transilvania Bank (Romania) rate of exchange on the payment day. If the amount received is different due to the rate of exchange, any such differences are still payable and will accrue interests on late payment.
3. For payment delays exceeding 5 calendar days, starting with the 6th day, the Client shall pay penalties of 0.20% of the due amount, calculated for each day of delay until the payment is made in full, in accordance with law 72/2013.
4. Additional expenses incurred due to overloading (loading over the maximum admitted capacity) shall be covered by the Client.
5. The banking fee applicable to the Client's payment transactions amount shall not be deducted from the amount paid by the Client to the Forwarding Agent.

Chapter 6 – Freight Forwarder's right of pledge and lien

1. For all its receivables resulting in connection with this purchase order, the Freight Forwarder holds a right of pledge and lien over the goods.

Chapter 7 – Litigations

1. Any dispute between the parties shall be settled amiably.
2. If the parties cannot settle the dispute amiably, the dispute shall be settled by the competent legal bodies in the jurisdiction of the Buftea District Court. Disputes within the subject-matter competence of the Courts shall be subject to settlement to the Court of Bucharest.
3. If the Freight Forwarder makes additional expenses in order to recover due debts subject to present purchase order, the Client shall be liable for indemnifying the Freight Forwarder for the entire costs and expenses incurred.

Cargo Delivery's General Freight Forwarding Terms have been drawn up according to the General Terms which regulate the activity of Freight Forwarders, as agreed by the General Meeting of the Romanian Forwarders Union (**USER**) held on October 26th, 1995.