

GENERAL CONDITIONS of Contract for Forwarding Trade rendered by 'Hi5 - Logistics M. Lewandowski Ł. Mikołajczuk M. Mosiński A. Uszpulewicz D. Mosiński s.c.' (further named as the Commissioned Party) acting on behalf of the Commissioning Party:

1. Acceptance of the Confirmation of Transport Order by Commissioning Party is equivalent to its acknowledge.
2. Loading the Good which is not mentioned in the Confirmation is not allowed, save as otherwise provided for separate agreement.
3. The responsibility for amount and insurance of Goods is on the side of the Commissioning Party.
4. Loading and unloading of Goods is on cost and risk for the Commissioning Party.
5. The Commissioning Party is obligated to provide any details related to the Goods including the amount, cargo dimensions, quality and the manner of its loading.
6. Freight amount is based on an average exchange rates published by NBP a day before the loading.
7. In case of outstanding payment for freight order entwined with the confirmation, the Commissioning Party is to pay an additional penalty rate 0,2 % for each day of delay.
8. Free from charge time of loading and unloading is up to 24h. Every next day started: 150 EUR net
9. In case of lack of loading, the Commissioning Party will be charged by costs of transportation to the loading place (1 EUR per 1 km in both ways). If the loading is not full truck load, the Commissioning Party is obligated to pay an additional fee for a temporary stoppage (150 EUR for every day started). If lack of delay of partial loading takes over 4h, the Commissioning Party will be charged the fee for a temporary stoppage (150 EUR for every 4h started of stoppage).
10. In case of cancellation the order by the Commissioning Party or change the loading place/ the date of the loading, the Commissioning Party is obligated to pay back all the incurred charges including the transportation cost (1 EUR per 1 km in both ways).
11. In case of incorrect address of customs or destination of delivery, the Commissioned Party reserves the right for the immediate return the delivery to the sender or stow the Goods in customs storage at the Commissioning Party cost (including the cost of transportation).
12. The Commissioning Party is to pay back all incurred charges connected with customs control, phytosanitary tests, CIS, vet tests, etc. if they appeared.
13. Persons named in the Contract agree the form of a registered letter or an e-mail as an official form of communication and proclaim that the persons signed the above-mentioned correspondence or other persons to whom it may concern are authorized to give statements related to the order.

14. The Commissioning Party shall proclaim that the Goods are not strategic pursuant to Polish Transport Law. The Act dated 29.11.2000 on foreign trade in goods, technologies and services of strategic importance to the security of the State and to maintaining international peace and security (Journal of Laws of 2004, no. 229, Item 2315)

15. In matters not regulated by these Contract relevant binding legal regulations shall apply, in particular the regulations of Convention on the Contract for the International Carriage of Goods by Road (CMR), the Act dated 15.11.1984, Transport Law and the Civil Code.

16. The Commissioning Party shall provide the payment for the order in agreed term. If other payer designated, the Commissioning Party shall be liable for payment settlement in the instance of default.

17. The date of completion the service shall be considered when the transport documentation (by post or e-mail) will be delivered to the Commissioning Party.

18. Lack of written claims within 30 minutes from obtaining the Confirmation shall be considered as agreement for executing the order due to abovementioned conditions.