

§ 1.

These General Forwarding Terms and Conditions of Mainfreight Sp. z o.o. specify rules for providing domestic and international forwarding services by Mainfreight Poland Sp. z o.o. (the Forwarder).

§ 2.

A principal is everyone who places an order for the Forwarder, even if acting by the agency of representatives – employees, subcontractors, etc.

§ 3.

A forwarding agreement is deemed concluded upon receipt by the Forwarder, of an order in writing, unless the Forwarder notifies the order provider without unnecessary delay, of the refusal to accept it.

§ 4.

1. A forwarding order shall specify: the name and exact address of the sender and the addressee as well as the Principal, if the Principal is not the sender or the addressee, the scope of the ordered service, the type and content of the shipment, its value, reference numbers and numbers of particular pieces, their quantity, weight, dimensions and cubature. Moreover, the Principal shall enclose with the order all documents required to execute the order properly.
2. The Principal shall make sure that the data entered in the order form is correct and complete. The Principal shall be responsible for damage arising from providing inaccurate and incomplete data or documents, and for defective packing of the shipment, even in cases where it is not possible to attribute the fault to the Principal.
3. The Principal shall be responsible for proper packing and securing shipments, and make sure that they are protected from damaging during transportation.

§ 5.

The Forwarder is entitled to verify whether the data included in the forwarding order is true.

§ 6.

The Forwarder undertakes to perform activities under the order with due diligence, respecting the Principal's interest.

§ 7.

The Forwarder reserves the right to entrust particular activities to third parties, engaged in such activities professionally, who were selected by the Forwarder with due diligence.

§ 8.

1. The Forwarder is entitled to remuneration from the Principal pursuant to the agreement made between them.
2. The Forwarder is entitled to relevant remuneration for services which are not included in the agreement, as well as to a refund of incurred expenses.

§ 9.

1. The Forwarder offers transportation related services, such as: checking the state of the shipment, drawing up consignment documents, concluding a carriage agreement, delivering a shipment to a carrier, settling the customs formalities, and securing the goods. A detailed scope of services shall be specified by the Principal in the text of an order in writing.
2. In the absence of sufficient or feasible instructions on the part of the Principal, the Forwarder may execute the agreement – protecting the Principal's interest – at its discretion, in particular independently determine the method, way and means of transport, etc., of which it shall notify the Principal in advance, if possible.

§ 10.

If the shipment is lost or damaged, the Forwarder shall secure the load and notify the Principal there

§ 11.

1. The Forwarder shall reject to provide a service in relation to goods, which may constitute a threat to other items or persons, and with reference to goods with a short expiry period or which may lose their properties quickly.
2. The Forwarder shall not accept shipments: a) containing written correspondence, letter shipments, except for non-address forms and questionnaires, cash, securities, other payment documents, valuable items/jewellery products, works of art, antiques, numismatics, etc.; weapons and ammunition, products with a short expiry period, products which require special conditions of transportation; chemically and biologically active goods, animals, human and animal remains, drugs, psychotropic substances, medicines requiring special conditions of transportation, other goods, which by their properties may constitute a threat to health of people having contact with them, other goods, the transportation of which is forbidden under the applicable provisions of the law, b) inappropriately packed, c) which may damage or destroy other shipments.
3. The Forwarder shall reject to provide a service, if the Principal falls behind in its payment of any amount due for previously provided services.
4. The Forwarder shall not accept for transportation, shipments containing goods of strategic importance within the meaning of the Act of 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 No. 229, item 2315, of 2004). Placing a forwarding order by the Principal is equivalent to a declaration that the shipment does not contain such goods.
5. Dangerous materials in quantities which are higher than specified in provision 1.1.3.6. of the ADR Convention may be forwarded only upon prior separate determination of the terms. Placing a standard forwarding order by the Principal is equivalent to a declaration that the shipment does not contain goods which exceed the quantities specified in the ADR Convention provision referred to.

§ 12.

The Forwarder is entitled to sell, neutralise or destroy goods the properties of which may cause damage to a person, property or damage in the environment, and the Principal has not undertaken, despite a call to do so, actions aimed at preventing the damage. Moreover the Forwarder is entitled to sell, neutralise or destroy the aforementioned goods in case of a direct threat to other goods, persons or the environment, as well as if this is required by the Principal's interest.

§ 13.

1. The Forwarder shall be responsible for a loss, defect or damage done to a shipment during the time from its receipt to delivery to the carrier, further forwarder, the Principal or a person indicated by the Principal.
2. In particular, the Forwarder shall not be responsible for damage caused by:
a) inappropriate packing or labelling the goods by the Principal or a third party, b) storing in the open air as previously agreed or performed according to a good practice, c) theft or burglary, d) force majeure (order by the authorities, atmospheric conditions, warfare, unrest, etc.), e) natural properties of goods, f) action of third parties, which the Forwarder could not control.
3. The Forwarder shall be responsible for loss, defect or damage to a shipment, caused by its own fault, within the limits of the ordinary value of the shipment, not higher than: a) material damage (loss, defect or damage) – EUR 4 per kg of gross weight of goods affected by loss, defect or damage, b) material damage (loss, defect or damage) which occurred during transport by various means, except for sea transport – EUR 2 per kg of gross weight of goods affected by loss, defect or damage,
4. In case of loss with reference to parts of items, indemnity shall be determined according to the weight of a given part of the item, or according to proportional remuneration for forwarding.
5. The upper limit of the Forwarder's responsibility for loss, defect or damage done to a shipment is EUR 50,000.
6. The Forwarder's responsibility for unfortunate events caused by the Forwarder, other than loss, defect or damage of a shipment is limited to twice the value of the Forwarder's remuneration.
7. The Forwarder shall not be responsible for damage resulted from failure to provide or to duly provide a service, consisting in loss of benefits, profits or income both of the Forwarder and third parties.
8. The aforementioned limitations of responsibility do not apply to damage caused by intentional fault or by gross negligence of the Forwarder.

§ 14.

In the event of damage, loss or other externally visible defects, the reservations should be reported to the Forwarder in writing at receipt of the goods. Damage which is not possible to be identified externally should be reported to the Forwarder in writing within 7 calendar days from receipt of the goods. If the reservations regarding the state of the goods are reported later, it is presumed that the goods were delivered in an undamaged state.

§ 15.

The Forwarder is entitled to a pledge on a shipment pursuant to the provisions of the Civil Code, i.e. claims related to charges for carriage, refund of expenses, and other amounts due resulting from forwarding orders, also if they arise from previous forwarding orders.

The Forwarder shall exercise the pledge right as long as the shipment is with the Forwarder or with a person who leases it on behalf of the Forwarder, or until the Forwarder can control it by means of documents.

§ 16.

If the goods which are subject to the Forwarder's pledge right, get lost or damaged, the Forwarder undertakes to abandon its indemnity claims towards the insurer for the benefit of the Forwarder.

§ 17.

- 1 Any complaints related to failure to comply or to duly comply with the Forwarder's obligations specified in these GFTC shall be accepted by the Complaint Department of Mainfreight Poland Sp. z o.o.
2. The basis to institute complaint proceedings is lodging a complaint in writing by the Principal, including the claim amount, and sending the following documents: the original forwarding order, certified true copy of a damage certificate drawn up for the damage in question as well as a certified true copy of original financial and accounting documents which substantiate the amount of the indemnity claim (e.g. VAT invoice, calculation of production costs).
3. The Forwarder reserves the right to require other documents necessary to finalise the complaint proceedings.

§ 18.

Any claims towards the Forwarder shall become time-barred by the lapse of 1 year. Running of limitation of claims shall commence: a) in case of partial loss or damage, as of the date of delivering the goods to the Addressee, b) if the shipment gets lost or its delivery is delayed, as of the date on which the shipment was to be delivered, c) in all other cases – as of the date of the order execution.

§ 19.

The Principal is not entitled to deduct amounts of claims arising from the forwarding agreement from past, current and future amounts due towards the Forwarder. The Principal may not, without the Forwarder's consent in writing, transfer the liabilities due to the Principal towards the Forwarder, to a third party.

§ 20.

Any disputes between the Forwarder and the Principal, unless settled by negotiations and amicably, shall be examined by a court of local and factual jurisdiction.

§ 21.

For matters not regulated in these GFTC, provisions of international agreements and the Civil Code shall apply