



General Terms & Conditions

General Terms & Conditions of **AERO-Maritime International Kft.** with its registered office at:

Révay utca 6. Fsz. 7. ajtó
1065 Budapest
Hungary

Company registration number: 01-09-413731

Article I – General Provisions

(1) These general terms and conditions are issued by the company “AERO-Maritime International Kft.” in order to regulate the rights and duties of the contracting parties relating to the contract of the transportation of goods and/or services supplied by AERO-Maritime International Kft. (hereinafter referred to as the freight forwarder).

(2) The “contractor” is defined as any physical entity, legal entity or other legal subjects/physical persons (hereinafter referred to as the customer).

Article II - Definitions

In these general terms and conditions, the following terms are defined as:

National	-	A transport taking place within the territory/borders of one country.
International:	-	A transport taking place across the territory/borders of two or more countries
Consignment	-	Items/goods being transported.
Packaging	-	Any form of packaging used to provide protection to the contents of the of the contained within the consignment and/or to assist in the lifting/moving of the consignment in a safe and/or secure manner.
MSDS	-	Material Safety Data Sheet
Dangerous Goods	-	A term used to describe items/goods which may cause injury/damage to a person, vehicle and/or the environment.
CMR:	-	Convention Marchandise Routier
POD	-	Proof of Delivery
Agent	-	An authorized person/legal entity acting on behalf of the owner.
Broker	-	A party operating between the customer and the carrier.
Carrier	-	The legal owner/operator of the vehicle being used to transport the consignment.
Insurance	-	A policy purchased to protect the customer from financial loss due to the consignment being damaged or lost during transit, by the carrier.
Limited Liability	-	A term used to define the amount of financial liability any party involved in the transport of the consignment, may be liable for in the case of damage or loss of the consignment during label transit.
SDR	-	Special Drawing Rights

Article III – Customer Responsibilities

(1) The customer confirms that they are the legal owner of the items/goods or are an authorized agent acting on behalf of the legal owner with their permission.

(2) The customer confirms that the consignment has been stored in a secure location and that no unauthorized persons have had access to the consignment prior to collection.

(3) The customer shall make sure that suitable packaging is used to ensure that the items/goods are adequately protected during transportation, for the mode of transport selected. The freight forwarder shall not be liable for any damage to the goods or financial loss incurred due to unsuitable/inadequate packaging.

(4) The customer shall label the outer packaging with any/all relevant information.

(5) It is the customers responsibility to provide clear and accurate shipping instructions to the freight forwarder, relating to how the consignment is handled/transported, as well as any special information which may be relevant to the carrier in order to transport the consignment safely. The information provided should not be limited to but must include:

Customer File Reference
Special Handling Information/Instructions
Number of Pieces
Actual Gross Weight
Actual Dimensions
Notification of Dangerous Goods



Address of Collection
Address of Delivery
Incoterms
Mode of Transport

(6) The customer is responsible for issuing and/or providing all shipping documents and confirms that the information contained in these documents is true and correct. The documents should not be limited to but must include:

Commercial Invoice
Packing List
Certificate of Origin
Certificate of Preferential Trade
MSDS
Dangerous Goods Declaration
Customs Documents

The freight forwarder shall not be liable for any financial loss, fines and/or penalties incurred due to the incorrect issuance of any documents by the customer. The freight forwarder is not responsible for the acceptance of any documents by a government organization and/or authority, whether domestic of foreign and recommends that the customer verifies that any documents it issues, comply with the local laws of the country and/or countries which the consignment may transit through or arrive in, by independent means.

(7) It is the customer's responsibility to notify the freight forwarder, of any consignment containing dangerous goods as per current IATA, IMO, ICAO and ADR regulations, provide all relevant information and/or documents prior to the collection of the consignment. It is the customer's responsibility to issue the dangerous goods declaration. Failure by the customer to adhere to the above-mentioned dangerous goods regulations may result in prosecution resulting in fines and/or custodial sentence.

(8) In the case that the consignment is seized by customs/police and/or any other government official/authority, for any reason, the customer will be liable for any financial loss incurred by the freight forwarder.

(9) The customer will be liable for any unforeseen charges due to events out of the control of the freight forwarder.

(10) The customer will advise the freight forwarder if they are in the possession of a transport insurance policy by making a declaration stating that the customer is self-insured.

(11) Due to the limited liability of the freight forwarder, carrier and/or sub-contractor the customer is advised to take out full transport insurance cover to protect themselves from any financial loss which may be incurred due to damage or loss of the consignment during transport.

(12) It is the customer's responsibility to declare the actual value of the consignment. The freight forwarder will not be responsible for any financial loss due to an under declaration by the customer.

(12) It is the customer's responsibility to lodge any claim, immediately upon the discovery of any damage to the consignment. In the case of loss, the customer should lodge a provisional claim while the carrier tries to locate the consignment. All claims should be made in writing and received by the freight forwarder within seven (7) days from discovery.

Article IV – Freight Forwarder

(1) The freight forwarder will undertake, to provide the customer with accurate information/advice to the best of its abilities and/or knowledge however we advise the customer to seek independent confirmation through separate consultation in order to verify any advice provided, especially relating to laws and regulations in other countries.

(2) The freight forwarder will perform all duties with a reasonable degree of care, diligence, skill and judgement.

(3) The freight forwarder will provide the customer with a formal quotation for each consignment, in the case of regular consignments being transported on the same route, this may be replaced with an agreement and/or contract. All quotations may be subject to change without prior notice up to the point, where the customer receives a booking confirmation in writing.

(4) The freight forwarder will follow the instructions provided by the customer. All documents issued by the freight forwarder will be sent to the customer for approval before the consignment is collected and/or dispatched.

(5) The freight forwarder reserves the right to use the carrier and/or carriers of choice.

(6) The freight forwarder reserves the right to choose the routing of the consignment.

(7) In the case the freight forwarder acts as an agent on behalf of the customer, the freight forwarder will be entitled by the customer to enter into any and/or all agreements/contracts with and/all carriers required to complete the transport of the consignment to its final destination.

(8) The freight forwarder may be required to use a sub-contractor in order to complete/carry out a specific service, in this case the freight forwarder will endeavour to work with sub-contractors with the same level of service and/or insurance as provided by us however due to different international regulations and/or industry standards, this may not be possible. In this case the freight forwarder liability will be considered to be reduced and limited to that of the sub-contractor.



(9) The freight forwarder may be obliged to sign a carrier and/or sub-contractors own terms and conditions in order to use their services, in this case the freight forwarders liability will be reduced to that of the carrier or sub-contractor.

(10) The freight forwarder will not be liable for any financial loss caused by a delivery delay, regardless of the cause.

(11) The freight forwarder will not be liable for any financial loss caused by fortuitous events, exonerating circumstances or by any other event out of the freight forwarders control which can be classified as force majeure, such as but not limited to:

Act of God
In the Case of War, Civil Unrest and/or Riots
Embargoes
Interference by Governments, Customs or any Other Competent Authority
Strike, Lockout and/or Industrial Action/Conflict
Traffic Jams, Road Closures and/or Accidents

(12) The freight forwarder will maintain a freight forwarders liability insurance policy, of which a copy can be requested by the customer or downloaded from the freight forwarders website.

(13) The freight forwarder liability, howsoever arising and/or notwithstanding that the case of damage or loss be unexplained, will not exceed:

The Value of any Financial Damage or Loss
The Sum of 2.000 SDR per Kilo, of the gross weight of the Goods and/or Part of the Goods

whichever is the lesser but limited to clause fourteen (14) of article IV.

(14) The freight forwarders total liability for any single event will not exceed the total amount of coverage mentioned in the freight forwarders, liability policy.

(15) The freight forwarders liability for any transport covered by a CMR document will be limited to SDR 8.330 per kilo of the gross weight, of the goods damaged or lost.

(16) The freight forwarder will send the customer a POD.

(17) From the 1st April 2023, the freight forwarder will send the customer all transport documents including the POD by e-mail only.

Article V – Waiting Time, Demurrage & Detention

(1) In the case a vehicle incurs unforeseen waiting time, not agreed upon and/or included in the agreed price of the transport, all additional costs will be charged to the customer as per outlay plus an administration charge of 5% with a minimum of EURO 25.00 per event.

(2) Standard waiting time allowance:

National Transports = 1 Hour
International Transports = 2 Hours

Article VI – Cancellation Charges

(1) In the case that the customer cancels a booked transport, cancelation charges will be charged as follows:

Day before Transport = 50%
Day of Transport = 100 %

Article VII – Credit & Payment Terms

(1) The customer agrees to make full payment without deductions, immediately upon receipt of the freight forwarders invoice unless credit terms have been agreed.

(2) If credit terms have been granted, the customer agrees to maintain/keep their account in good order. In the case of late payment, the customer will advise the freight forwarder any financial difficulties which will affect the terms of credit immediately.

(3) In the case of non-payment by the customer, the freight forwarder reserves the right to place a lien on the goods, in which case the goods will not be released to the customer until all unpaid invoices have been settled in full, without deduction. In this case the customer will also be liable for all additional costs incurred by the freight forwarder in relation to storage and/or disposal charges of the goods.

(4) In the case of non-payment, the freight forwarder reserves the right to charge interest.

(5) In the case the freight forwarder requires the services of a debt collection agency, these additional charges will be added to the outstanding debt plus an administration charge of EURO 250.00 per event.



Article VIII – Invoicing

(1) As of 1st April 2023, the freight forwarder will send all invoices by e-mail only.

Article IX – Jurisdiction & Law

(1) These general terms and conditions, as well as any act, agreement and/or contract to which they apply, will be governed by and construed in accordance with substantive law of Hungary.

(2) In the case of international treaties, which take precedence over the legislation of Hungary, the law applicable shall be constantly the law of Hungary.

(3) All disputes arising out of or in connection with the contractual relations between AERO-Maritime International Kft. and the customer, shall be finally settled before the Court of Arbitration of the Hungarian Chamber of Commerce and Industry in Budapest in accordance with its internal rules and regulations.

(4) Notwithstanding the arbitration clause, AERO-Maritime International Kft. shall be free to bring the dispute before the general courts alternatively, in which case the exclusive jurisdiction of the courts, of Hungary shall be given, however AERO-Maritime International Kft. reserves the right to sue the customer at the customer's domicile, if outside Hungary.

(5) These terms and conditions shall govern all relations between AERO-Maritime International Kft. and the customer concerning delivery of the consignment.

(6) Application of the terms and conditions or any other terms issued or referred to by AERO-Maritime International Kft. shall supersede those of the customer and apply to all further transactions between AERO-Maritime International Kft. and the customer without the need of a specific reference.

Article X – Latest Version

(1) The freight forwarder reserves the right to amend any part of these terms and conditions, without notice.

(2) Latest version: 01.04.2023

(3) This document contains nine (11) articles.

(3) This document consists of four (4) pages.

Article XI - Download

(1) A copy of this document will be available to download on the freight forwarder's web-site:

Maritime
www.aero-maritime.net

International