AERO-Maritime Logisztika Kft.
Andor utca 21/C
1119 Budapest
Hungary

General Terms & Conditions

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

Andor utca 21/C. Fsz.1. ajtó
1119 Budapest
Hungary

Company registration number: 01-09-447009

Article I – General Provisions
(1) These general terms and conditions are issued by the company "AERO-Maritime Logisztika 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 Logisztika 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 – Customer, Power of Attorney
(1) The customer confirms that they are either the owner, or are authorized by the owner and have the permission to act on the owner's behalf and are able to undertake business dealings, enter into contracts between themselves and the freight forwarder.
(2) In the case that the customer is acting on behalf of the owner, this shall be declared in advance of any business being carried out by the freight forwarder.

Article III – Customer Responsibilities
(1) The customer confirms that the consignment has been stored in a secure location and that no untheorized persons have had access to the consignment prior to collection.
(2) 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.
(3) The customer shall label the outer packaging with any/all relevant information.
(4) 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 Reference | Collection & Delivery Address | NOP | Weight & Dimensions | Mode of Transport | Incoterms | Dangerous Goods | Special Handling Instructions

(5) The customer is responsible for issuing all relevant documents and confirms that the information contained in the documents, is true and correct at the time of issue. These documents should not be limited to but must include:

Commercial Invoice | Packing List

(6) 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 or foreign and recommends that the customer 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 customers responsibility to declare the actual value of the consignment. The freight forwarder will not be responsible for any financial losses due to an under declaration by the customer.
(8) It is the customers responsibility to notify the freight forwarder, of any consignment containing dangerous goods as per current IATA, IMO, ICAO and ADR regulations, to provide all relevant information and/or documents prior to the collection of the consignment. It is the customers 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 a custodial sentence.
(9) It is the customers 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.
(10) Due to the limited liability of the freight forwarder, carrier and/or any sub-contractor, it is the customers responsibility to make sure that they have adequate insurance coverage to protect themselves from any financial losses which may be incurred due to damage or loss of the consignment during transit.
(11) In the case that the customer is not self-insured, it is their responsibility to advise this information to the freight forwarder.
(12) It is the customers responsibility to make on-time payment for all services provided by the freight forwarder.

Article IV – Freight Forwarder Responsibilities
(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.

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(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 endeavor 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 | War, Civil Unrest and/or Riots | Embargoes | Strike, Lockout and/or Industrial Action | 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 Loss | The sum of 2.000 (two) SDR per kilo, of the gross weight of the goods, damaged or lost.

whichever is the lesser but limited to clause (14) of article IV.
(14) The freight forwarders total lability 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 January 2026, the freight forwarder will send the customer all transport documents including the POD by e-mail only.

Article V – Waiting Time
(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 the outlay plus an administration charge of 5% with a minimum of EURO 45.00 per event.
(2) Standard waiting time allowance for road freight:

National Transports = 1 Hour | International Transports = 2 Hours

Article VI – Demurrage & Detention
(1) In the case an ocean freight container incurs demurrage or is retained by the customer, the shipping line will charge these costs as per their current tariff, to the freight forwarder. In this case the freight forwarder will charge the customer as per the outlay plus an administration charge of 5% with a minimum of EUR 75,00 per event.

Article VII – Storage Charges
(1) In the case a consignment incurs storage charges at an airlines handling agent, whether incurred at the airport of departure or arrival, these will be charged as per the local handling agents' current tariff to the freight forwarder. In this case the freight forwarder will charge the customer as per the outlay plus an administration charge of 5% with a minimum of EUR 75,00 per event.

Article VIII – Cancellation Charges
(1) In the case that the customer cancels a booked transport, a cancellation charge of 100% will apply.

Article IX – 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 the credit agreement immediately.

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Article X – Late Payment
(1) In the case of late payment by the customer, the freight forwarder reserves the right to charge interest and a late payment administration surcharge of EUR 45.00 per invoice, per calendar month.

Article XI – Payment Plans
(1) In the case the customer requests a payment plan, the freight forwarder reserves the right to have its legal representative draw up a written agreement, which will set out the details of the agreement and how the freight forwarder may proceed in the case that the customer does not adhere to the agreement.
(2) The cost of this process shall be borne by the customer and invoiced by the freight forwarder.
(3) The freight forwarder reserves the right to charge an additional administration charge of EUR 250.00 per event.

Article XII – Debt Collection
(1) In the case the freight forwarder requires the services of a debt collection agency, any additional charges incurred by the freight forwarder will be added to the outstanding, customers debt.
(2) The freight forwarder reserves the right to charge an additional administration charge of EUR 250.00 per event.

Article XIII – Lien on Goods
(1) 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 to pay for all additional costs which may be incurred during this process, including prolonged storage charges, relocation of the goods, disposal of the goods.

Article XIV – No Payment
(1) In the case that the customer is not able to make full payment of any debt, the customer agrees to transfer ownership of any/all goods into the freight forwarders possession, allowing the freight forwarder to sell the goods as per article XIII.

Article XV – Sale of Goods
(1) The freight forwarder shall inform the customer of an imminent sale of the customers goods in writing, giving the customer a final 14 days to settle the debt and retain ownership of the goods.
(2) In the case that the freight forwarder is forced to sell a part and/or all the goods, the freight forwarder reserves the right to charge the customer an administration surcharge of 25%, of the total sale value, to cover the additional work involved in this process.

Article XVI – 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 Logisztika 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 Logisztika 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 Logisztika Kft. reserves the right to sue the customer at the customers domicile, if outside Hungary.
(5) These terms and conditions shall govern all relations between AERO-Maritime Logisztika 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 Logisztika Kft., shall supersede those of the customer and apply to all further transactions between AERO-Maritime Logisztika Kft. and the customer without the need of a specific reference.

Article XVII – Latest Version
(1) The freight forwarder reserves the right to amend any part of these terms and conditions, without notice.
(2) Latest version: 01.01.2026
(3) This document contains nine (18) articles.
(3) This document consists of four (3) pages.

Article XVIII – Latest Version
(1) The freight forwarder will make this document available on request and available to download from its web-site: **www.aero-maritime.net**

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