

NIP 631-22-13-619
REGON 276264363



BRE BANK S.A. O/R KATOWICE
Konto PLN: 44 1140 1078 0000 4670 7400 1001
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PL 44-100 GLIWICE, ul. Portowa 28
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Terms of Service associated with arrangement of road national and international transports by Inter-Logistic Poland Sp. o.o.

1. General Provisions

1. These Terms of Service lay down rules for the provision of freight forwarding services by Inter-Logistic Polska Spółka z ograniczoną odpowiedzialnością (limited liability company) with registered office in Gliwice (44-100) at ul. Portowa 28, KRS 0000196055 (hereinafter: Inter-Logistic), related to the arrangement of national and international transports and other services agreed with the Client, directly or indirectly related to the carriage of goods.
2. Upon a written consent of the Inter-Logistic Polska Sp. z o.o. there is possibility of accepting an order on terms other than those specified in these regulations.
3. As a Client should be understood entity which commissions Inter-Logistic execution of forwarding services related to the arrangement of national or international transport and possibly other services directly or indirectly related to the transport of cargo.

2. Exemptions from the provision of services

1. Inter-Logistic does not undertake the arrangement of transport of the following groups of goods:
 - a) alcohol and cigarettes,
 - b) documents and written correspondence,
 - c) consignments of valuables, especially cash, securities, jewelry, works of art and antiques,
 - d) live animals, human and animal remains,
 - e) drugs and psychotropic substances and medicines,
 - f) weapons and ammunition,
 - g) consignments the carriage of which is prohibited by law.
2. In case of sending any of the products described in paragraph 1 the Client is obliged to repair the damage suffered by the Inter-Logistic. Regardless of damage repair the Client will be obliged to return the penalties, fines and other charges, which the Inter-Logistic will be required to pay its contractors or competent authorities because of transmitting to transport the goods described in the paragraph 1.
3. In the case described in paragraph 2 Inter-Logistic is not responsible for damage, loss or forfeiture of any of the goods described in the paragraph 1, nor for other damages incurred by the Client.

3. Inquiries of the Client

It is agreed that the Inter-Logistic reply to any inquiry of the Client is not an offer within the meaning of art. 66 of the Act of 23 April 1964 Civil Code (Journal of Laws 1963 No. 16, item 93, as amended) (hereinafter - the Civil Code), but only an invitation to negotiate.

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4. Acceptance of an order for execution

1. Inter-Logistic accepts to implement orders received in writing, by e-mail or fax, only on the order form published on www.inter-logistic.pl.
2. At the conclusion of the agreement the following procedure applies:
 - a) the Client downloads the order form from the Inter-Logistic website - www.inter-logistic.pl,
 - b) completed order form, signed personally by the Client shall be submitted to the Inter-Logistic at least three (3) working days prior to the planned shipment,
 - c) Inter-Logistic sends to the indicated by the Client e-mail or fax an order confirmation,
3. It is agreed that the moment of conclusion of the agreement is sending by the Inter-Logistic the order confirmation.
4. It is agreed that without knowledge and will of the Inter-Logistic any changes can not be done that involve financial and legal responsibility of Inter-Logistic, including to the costs of carriage implementation by the carrier.
5. Inter-Logistic Polska Sp. z o.o. does not consent to the use of so-called amount of special interest (Article 26 of the CMR Convention) and the entry of the goods value in the CMR consignment note (Article 24 of the CMR Convention).
6. It is agreed that the entry of the goods value in the order is for information purposes only and is not a declaration of value according to Article 24 of the CMR Convention.

5. Contractual penalties

Inter-Logistic Polska Sp. z o.o. reserves the right to charge a contractual penalty in relation to the Client in the following situations:

1. Cancellation of the order

Cancellation of the order is associated with charge of min. 50% of the agreed freight rate up to and including the agreed freight rate.

2. Idle transport

Individual arrangements of Inter-Logistic Polska Sp. z o.o. with the carrier shall apply, the Client agrees to pay to the Inter-Logistic Polska Sp. z o.o. cost of idle transport settled in this mode.

Free of charge period:

- free of charge period from the moment of vehicle arrival at the place of loading/unloading is 12 h to perform the loading operations and 12 h for cargo unloading,
- free of charge period from the moment of vehicle arrival at the Customs Office (for export, import and border clearance) is 12 h for the execution of customs operations,
- partial loads - due to the specific arrangement of partial load transport system the free of charge period is 2 h for cargo loading or unloading. After exceeding the above time, we reserve the right to withdraw the vehicle and charge the Client with the entire height of the freight,
- specialized vehicles (e.g. refrigerated trucks, non-standard vehicles, etc.) - the free of charge period from the moment of vehicle arrival is 6 h to perform the loading and 6 h for unloading;
- idle transport includes business days and days of customary holidays, including public holidays.

3. Mismatch of load and transport route with the order

Individual arrangements of Inter-Logistic Polska Sp. z o.o. with the carrier shall apply, the Client agrees to pay to the Inter-Logistic Polska Sp. z o.o. the costs settled in this mode.

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6. Obligations of the Client

1. The Client is obliged before entering into a contract to provide the Inter-Logistic all necessary information and deliver any documents necessary for the proper performance of contracted services.
2. The duty of the Client is to inform the Inter-Logistic of the intention to transport the cargo with value higher than that specified in Art. 23 paragraph 3 of the CMR Convention in international transport or value exceeding 50 000 PLN (fifty thousand) in domestic transport. Arrangement of transport of such cargo requires the written consent of the Inter-Logistic before concluding the contract.
3. Lack of fulfillment by the Client obligation referred to in paragraph 2, and the lack of written consent of the Inter-Logistic, exclude liability of Inter-Logistic for damage or loss of the consignment by the carrier over the amount described in paragraph 2.
4. Due to the knowledge of properties, type and dimensions of the cargo, the responsibility of the Client includes proper packing, loading and arrangement of the cargo and other cargo operations and proper protection of the cargo before and after loading. Inter-Logistic is not liable in this field.

7. Complaints

1. The Client has the right to submit a written complaint in case of non-performance or improper performance of the contract by the Inter-Logistic.
2. The complaint should be submitted in the manner specified in provisions of the CMR Convention (for international transport) or, in case of national transport - the Act of 15 November 1984 Transportation Law (Journal of Laws 1984 No. 53, item 272, as amended).

8. Other provisions

1. In matters not covered herein, the provisions of the Civil Code and the Polish General Forwarding Rules 2010 shall apply.
2. Disputes arising in connection with the conclusion and implementation of the agreement will be considered by a court competent for the seat of Inter-Logistic.
3. Disputes arising in connection with the conclusion and implementation of the agreement will be settled on the basis of Polish law.