

# USER GENERAL CONDITIONS

## **Chapter I - Generalities and definitions**

1. Under the present general conditions, by shipping house it is understood any entrepreneur that, in the name of a committent (client) or at his order, provides to be transported, that is organizes a transport of goods, without being himself a conveyor. The transport, beside the proper transport, includes other activities that are connected with this activity, as: deposit of the goods, custom obligations (declarations and so on), control of the goods, execution of the disposition concerning the amounts that the committent (client) must cash.

2. The client is any juridical or physical person, owner and/or having the right to dispose upon a quantity of goods and soliciting the transportation of these goods, including the operations connected with the transport. The client is the person that pays or guarantees the payment of the transport price and of the operations related to this transport.

3. The organization of the transport is based on the conditions of the shipping contract, concluded between the client and the shipping house.

4. The client's order to the shipping house, followed by its acceptance, is also considered as a contract concluded between the house and the client. The order and its acceptance can be provided by mail, telex, fax or electronically.

The command should contain the necessary elements that should allow the shipping house to organize and perform the transport, as well as the connected operations.

5. The shipping house is not obliged to check the documents of the client (commercial invoices, specification list etc.) for exactness; the client has the responsibility to elaborate these documents correctly and in a proper manner.

If the client is asking for special delivery conditions, he is obliged to inform the shipping house about these conditions, in a written form. The instructions are subject to the agreement of the shipping house. Thus the conditions are considered as accepted if the shipping house takes action after receiving the instructions.

6. In all the cases where the shipping house is a USER member, the shipping contract stipulations of the order are completed by the stipulations of these general conditions, that are integrate parts of the contract or order, even if a special mention about this fact is not expressed.

## **Chapter II - Obligations of the shipping house**

1. The shipping house will deposit the necessary diligence for organizing the transport and providing the connected operations, according to the client's instructions, as they were agreed upon, as well as for protecting the client's interests during the execution time.

2. The shipping house must be organized and dispose of the necessary means for performing this action.

If it has not been agreed differently, the shipping house has the right to freely choose its sub-performers, as well as the type of transport and the used means.

The verification of the special instructions given to the shipping house devolves upon the client.

The client agrees with the intermediaries or the sub-performers collaborating with the shipping house for the execution of its obligations.

## **Chapter III - Obligations of the client**

1. The goods must be delivered packed, marked, labeled, in order to resist to the transport operations and/or to the operations that are connected with it and it must be delivered to the consignee according to the contract and in accordance with the usage.

2. the shipping house is not responsible for the damages that could result from the absence, insufficiency or imperfection of the packing and/or from the marking and/or labeling of the goods, as well as from the lack of some adequate information concerning the nature of particular features of the goods.

3. When at the goods' destination there are ascertained damages or any other injuries to the goods, including those that are resulting from the delay of transports, the consignee or those that receive the goods have the obligation to proceed to establish the damages and to achieve the imposed formalities, including the expression of legal reserves toward the person providing the transport, as well as to take measures that will preserve him the right to reclamation and actions for recovery of the damages.
4. The client undergoes the consequences, no matter their nature, that are resulting from providing wrong or incomplete documents or documents that cannot be applied, or from providing them with delays.
5. In case that the shipping house performs customs operations in the account of the client, the client is the one that guarantees to the custom errand the payment of the customs taxes and the fines eventually owed, that are determined by wrong instructions or documents provided by client.
6. In case that the consignee refuses the goods or in case of his absence, no matter the reason, the client is obliged to support the initially expenses and the additional ones, that are made or engaged by the shipping house.

#### **Chapter IV - *The responsibility of the shipping house***

1. No matter its intermediary quality (concessionaire, authorized agent), the shipping house is responsible only for the damages that are resulted from its own errors, that can be charged to it and to its delegates.
2. The shipping house is not responsible for the actions of the third, such as its agents (person in charge with transport, intermediary etc.), except the cases when a mistake in choosing them that could be charged on it is made. In this case, the responsibility of the shipping house can not overpass the responsibility of the third.
3. If the responsibility of the shipping house is in charge with the damage or loss of the goods, as a result of its own act, the proportion of the owed compensation is established according to the goods' normal value in the moment of its reception.
4. However, in the cases when the responsibility of the shipping house is engaged under the conditions of the previous paragraph, this responsibility is strictly reduced and it cannot overpass:
  - a) for the damages of the goods, from loss or injuries and for all the consequences that might result from those reasons - 2.5 US/kg, but not more than - 1600 US/parcel, no matter the weight, type or size, and no more than - 50000 US/transport. For the bulk goods transports, the compensation cannot be more than - 2.5 US/kg of lost or damaged goods, but not more than - 50000 US/transport;
  - b) for other damages, including those resulting from delayed delivery, when it is the case, its responsibility is limited to the price of the transport of the goods.
5. The shipping house is not responsible for the indirect damages, no matter the cause that produced them.
6. If the client did not ask for a special delivery term, the client can ask for compensations only after a notification addressed for this purpose to the shipping house. If the value of the goods exceeds the responsibilities of the shipping house, the client can choose one of the following measures:
  - a) to support, in case of damages, the risk resulted from the difference between the responsibility of the shipping house and the value of the goods;
  - b) to make, at the end of the contract, a statement for the goods value that, if accepted by the shipping house, it will rise the limit of responsibility, up to the declared value of the goods; in such situations the price differences will be owed;
  - c) to instruct the shipping house for purchasing an insurance in the client's account; this

insurance should cover totally or partially the risk, indicating the risks and the insured value. These instructions should be given for each transport.

#### **Chapter V - *Special transports***

In the case of special transports (frigorific, dangerous goods), the shipping house will put at client's disposal all the information that are necessary for performing the transport, the alternatives for transport, prices, insurance etc.; on these grounds the client can agree upon the shipping contract.

#### **Chapter VI - *Complaints***

The complaints against the shipping house can be formulated within 6 (six) months. The term of 6 (six) months begins from the day of delivery of the goods at the destination, or, if the delivery was not made, from the day the shipping contract was concluded.

#### **Chapter VII - *Payment conditions***

The payment of the transport and for the others services is made by the client or by the consignee, if agreed this way, based on the invoices issued by the shipping house. The payment term of the invoiced amount is 48 hours from the moment the invoice was received.

If the payment of the owed amounts is made in several instalments, the performed payments are referring to the debts in order of their settling day. If there was established an installment payment, the failure of paying one installment obliges the client to immediate payment of the whole amount. For the delayed payment the client owes penalties of 0.40% from the amount, for each day of delay.

#### **Chapter VIII - *The right of pledge and the right of retention of the shipping house***

For all its actual and previous debts, resulted from services made for the client, the shipping house has a right of pledge and retention concerning the goods and any other values connected with these ones, that are in its possession.

#### **Chapter IX - *Arbitrary clause***

In absence of any contrary stipulations contractually agreed, the litigation between the client and the shipping house or between the shipping house and the parts that are legally entitled, that has not been solved in a friendly manner, are under the competence of the juridical organs in the town where the shipping house has its head-quarters. The juridical relationship between the shipping house and the clients, generated by the application of these general conditions, are regulated by the Romanian law