

General Terms and Conditions of Business

1. The CMR convention as may be amended from time to time and with which you are familiar, shall apply to all our transactions. The aforementioned conditions as well as these Terms and Conditions of Business are deemed to be agreed for every transaction, even if not explicitly stated. This shall also apply if you are not our principal. Your or third-party terms and conditions of business shall not apply.
2. We shall take out transport insurance at your express request under the original terms and conditions, stating the value of the merchandise and risks. We shall not be liable if you take out your own insurance or prohibit us from taking out insurance. Assignment by operation of law to the insurer shall be precluded. You shall indemnify and hold us harmless against any claims in this respect.
3. If we operate as a carrier, our liability shall be limited as provided by the CMR.
4. Our quotations shall only include costs and expenses arising for normal transport. Unless specifically stated in our offer or expressly agreed in writing, our offer shall not include: insurance premiums, customs clearance in the shipping country and country of destination, customs duties, public charges and other charges and taxes, SVS/RVS premiums, forms, stamps and postage, telephone, telegram or telex expenses, fees for bills of lading or consular fees, commissions charged on cash outlays, tolls or other unforeseeable expenses.
5. We shall charge a commission on cash outlays for all services and cash expenditures. Our bills shall be payable immediately. In case of default, we shall be entitled to charge 1.5% default interest per started month. We shall be reimbursed for the cost of all reminders.
6. Sea freight quotations shall be non-binding. Information on length of transport, customs duties, rates, etc. or other information and notices shall be non-binding. We shall not be liable for compliance with notices given to drivers or accompanying staff or to our staff that were not confirmed by us in writing.
7. Changes in prices, exchange rates, wages and fuel prices or other costs, as well as failing to avail of our services for a period of 6 months since the last the services rendered based on this offer shall render the offer void. Our offers shall only apply if accepted without delay for immediate execution of the respective order – unless otherwise agreed in the offer - and only if referring to the offer at the time the order is placed.
8. Notices instructing us to execute an order for a third party's account, shall not affect your obligations towards us, even if we settle the account with the third party as specified in your order.

We shall be entitled to settle all costs, etc. directly with you at any time. This shall also apply if services were rendered without your express order but in your interest or to fulfill your contractual obligations. Acceptance of the goods shall make you liable to pay all costs, etc. associated with the goods, without a separate agreement, otherwise subject to the legal consequences provided in the CMR convention.

9. Our bookings and booking notices shall be non-binding. Payment assurances and acceptances of liability on our part shall be non-binding without our written confirmation and can ultimately only be the insurer's assurance of coverage and subject to the insurer's refusal to accept liability. Our booking notices and statements of account shall be non-binding. They shall not constitute an acknowledgement and shall not be deemed written assurances of payment. Payments resulting from a claim shall be without prejudice to a claim for reimbursement. They shall not acknowledge the cause or amount of your claim.

Our invoices must be reviewed at once. Invoices shall be deemed accepted if we do not receive an objection against the invoice from you within 8 days upon receipt. After expiry of this time limit you shall waive your right to file an objection based on the cause or the amount.

10. In case of damage, we shall assign all claims against the damaging or liable party to you. You shall accept the assignment and file your claim against the damaging or liable party yourself, waiving any claim against us.
11. Our offer presumes that the consignment can be shipped on the selected transport routes and that the required mode of transport is available.
12. We shall charge you for any additional costs not caused by us in the amount incurred. You shall be responsible for payment of these additional costs. We shall be entitled to full payment if the cause of impaired performance is beyond our control or of a neutral nature.
13. Our claims shall not be set off or payment withheld, even if the counterclaim is not expressly denied.

14. You shall be entitled to terminate storage contracts by giving 4 weeks' notice in writing. You shall not be entitled to terminate storage contracts agreed for specific periods of time prematurely.
15. Notwithstanding agreements to the contrary, packaging shall be promptly returned to our seat of business. We shall be entitled to charge you for the new value of such packaging without requesting the packaging to be returned.
16. Loading, unloading, handling, stowing the goods as well as checking the fastening, the stowage, loading, packing, etc. of the goods and the transport safety shall not fall into our scope of responsibility or in the responsibility of our authorized representative. We shall not be liable for any damage arising in this respect. If such services are provided by us or our authorized representatives at the request of the contractual partner, we or our authorized representatives shall act only as a vicarious agent of our contractual partner.
17. Modifications or amendments to these Terms and Conditions must be made in writing to be legally effective.
18. Romania shall have jurisdiction and shall be the place of performance. Romanian law shall apply.

Certified by ÖQS according:
Quality ISO 9001, ISO 45001 and ISO 14001

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RON: Raiffeisen Bank – Arges ■ RO05 RZBR 0000 0600 0314 4073 ■ SWIFT: RZBRROBU

Our company is certified according to ISO 9001, ISO 14001 and ISO 45001.

All information regarding privacy can be found at: www.quehenberger.com/en/privacy-statement/