



ROSAS LOGISTICS LTD



Standard Trading Conditions

Agent: an individual employed and authorised by ROSAS Logistics Ltd.

Client: an individual, or a firm who request freight forwarding services from the Agent.

Haulier: an individual, or a firm authorized by the Agent to carry out the freight forwarding services.

Agreement: freight forwarding agreement issued by ROSAS Logistics Ltd.

1. Usage

These conditions apply to all the contracts and agreements for freight forwarding services, concluded between the Agent and the Client.

2. Freight forwarding agreement

1. *(Obligations)*

The Agent is authorised to issue Agreements for the service of the Client. The Client is obliged to pay all the costs and charges of the services, issued by the Agent.

2. *(Acceptance of the Freight forwarding agreement)*

Agreements apply without any response or confirmation. Any amendments issued by the Client apply by way of written confirmation from the Agent.

3. *(Cooperation and information)*

Both the Client and the Agent must inform each other of any change in circumstance which may impact the Agreement.

4. *(Content of the Freight forwarding agreement)*

All details and information is marked in the Agreement, which is necessary for the service.

3. Performance of the Freight forwarding agreement

1. *(Instructions)*

The Agent must follow the instructions of the Client, the Agent must inform the Client about the lack of professionalism.

2. *(The Client upholds the instructions)*

If the Client maintains the instructions, ignoring the warnings of the Agent, the Agent is entitled to terminate the Agreement, or perform it at the risk of the Client.

3. *(Deviation from the instruction)*

The Agent is entitled to deviate from the Freight forwarding agreement, if the interests of the Client – as far as it known – require it and there is no way to give a prior notification to the Client.

4. *(Obstacles)*

The Agent is obliged to notify the Client about every circumstance, which obstruct the Agent from fulfilling the Agreement, or it causes any amendment.

5. *(Partial Loads, LTL – Less Than Truck Load shipments)*

In the absense of any direct instruction, the Agent is entitled to transport the goods as a partial load.

6. *(Receipt)*

The Client will receive a certified – signed and/or stamped – delivery note and/or CMR, as a receipt.

5. Transfer of goods to the Haulier

1. *(Condition of the goods)*



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When the Haulier obtains the shipment, the driver is obliged to check the condition of the goods.

2. *(Quantity of the goods)*

The quantity of the goods is the final packed number of pieces. Usually the number of pallets, secondly the number of boxes. If the quantity was given in pallets, even if it contains boxes, the quantity of the pallets applies.

3. *(Change in details)*

The Haulier must notify the Agent of any change in details immediately.

4. *(Action with the goods)*

The Haulier is not obliged to pack the shipment or take any action with it. Except when the shipment puts other individuals, or belongings at risk. In such cases the Client, or the Sender is obliged to make reparations, or pay the associated costs and charges.

5. Dangerous or special handling goods

1. *(Acknowledged obligation of the Client)*

The Client must inform the Agent if the goods are dangerous or require special handling in a written statement at the very first request. These details must be marked on the documents and on the shipment as well.

2. *(Written statement)*

The Client must provide a written statement to the Agent – according to the rules and regulations of the classification of goods – regarding the dangerous, or special nature of the shipment prior to collection to the Agent.

3. *(Omission by the Client)*

If the Client fails to notify the Agent concerning the dangerous, or special nature of the goods, the Agent is entitled to do everything necessary to ensure service safety.

6. Insurance

1. *(CMR and Freight Liability Insurance)*

The Agent is obliged to check the CMR insurance of the Haulier, or the Freight Liability Insurance of the Subcontractor.

2. *(Insuring the goods)*

The Agent is not obliged to insure the goods.

7. Warehousing

1. *(Cases of warehousing)*

If necessary, the Agent will provide storage and warehousing of the goods.

2. *(Place of warehousing)*

The exact warehouse doesn't have to be recorded in the Agreement and could belong to a third Party.

8. Costs and charges

1. *(Invoice)*

The Client is obliged to pay the costs and charges to the Agent as defined in the invoice. Payment must be made by bank transfer, or in cash.

2. *(Advance)*

The Agent is not obliged to advance any costs.

3. *(Payment of a third Party)*

The Agent is entitled to refuse the payment from a third Party.