

CONDITIONS FOR THE PERFORMANCE OF ORDERS OF THE MARTIN LOGISTIC SP. Z O.O. SP. KOMANDYTOWA

These conditions for the execution of orders, hereinafter referred to as BAA, apply to all transport operations carried out by the MARTIN LOGISTIC SP. Z O.O. SP. KOMANDYTOWA (in Martin Logistic) were commissioned.

Each price excludes VAT at the rate of 23%. The contractor is obliged to ensure that goods are correctly loaded on the vehicle and to check the cargo quantitatively. Should defects, errors or other deviations be ascertained, Martin Logistic shall be informed immediately. If deviations are found, the carrier is obliged to stop the loading and inform Martin Logistic immediately. The carrier should be able to provide a carrier liability insurance, valid technical inspections of the semitrailer, the trailer, as well as valid insurance. The execution of the contract can only be carried out by a licensed carrier with a carrier liability insurance with cover amount, the amount of which has to correspond at least to the value of the goods, and when specifying the value of the goods or in case of special information the carrier liability insurance shall be applied both with regard to the scope and on With regard to the amount of the cover. The freight forwarder, on the other hand, must have concluded the freight forwarder's liability insurance with a coverage amount as indicated above.

The cargo space of the vehicle provided on behalf of Martin Logistic must be empty and the carriage of other cargo of any kind (including empty pallets) as cargoes specified on behalf of Martin Logistic requires written consent.

Should the replacement of pallets be envisaged in the above order, the carrier shall be obliged to exchange the pallets or to return them within 21 days from the date of unloading. Otherwise, a direct debit will be issued on the unclaimed pallets, which will be set off against each other's mutual obligations, with which the carrier agrees to the execution of the order.

The check of the amount of the loaded goods confirmed by the driver takes place during unloading.

1. If the vehicle is not provided at the place of loading or if the order is not executed on time, Martin Logistic is entitled to charge a contractual penalty of up to 100% of the freight value.
2. In the case of objections or disturbances in the execution of the order, the carrier must notify Martin Logistic immediately by telephone in order to avoid the contractual penalty of 150 EUR. If this information is not available, this is considered gross negligence. Should the means of transport not be provided for loading at the agreed time, Martin Logistic shall order a replacement car at the expense of the carrier or charge the carrier the contractual penalty up to the freight amount.
3. If the vehicle is not delivered on time for the unloading, Martin Logistic is entitled to charge the contractual penalty of 100 Euro for every hour of delay started up to the freight height.
4. All service lives must be confirmed in writing with a card marked with stamps and signed by the loader and / or unloader. Toll Free - 24 hours (48 hours for WNP) for charging, Saturdays, Sundays and holidays, border stops and Customs. The calculation of the service life begins with their written or electronic notification to the client. The demurrage is max. 400.00 EUR per day.
5. The costs and penalties resulting from the non-execution or improper performance of this order as well as the damage or loss of the goods shall be borne by the carrier who has charged the amount unsolicited within 15 days of receiving the direct debit has to pay Martin Logistic. If the payment is not made, the contractor agrees to an automatic set-off of this amount.
6. Martin Logistic reserves the right to charge the freight carrier 150 euros for incorrect information on the location of the vehicle, for the delay in loading and unloading for each day started, for the provision of a vehicle that does not comply with the order, for failure to comply with the INSTRUCTIONS enclosed with the order.
7. The carrier is obliged to provide at the place of loading such means of transport which are not damaged, soiled, wet or in such condition as might jeopardize the performance of the carriage or damage the goods carried. The vehicle must be equipped with straps, square timbers and anti-slip mats. All costs incurred as a result of non-fulfillment of the conditions specified in this section shall be borne by the carrier.
8. An additional loading or transshipment is only possible with the consent of Martin Logistic.
9. The delivery notes (consignment notes) and consignment notes CMR must contain complete details of the carrier and unloader. The carrier has to give his details in box 16 of the CMR consignment notes and to provide all stamps and signatures. In field 24 of the bill of lading CMR, the delivery note, the WZ-note, the recipient of the goods has to indicate his function as well as his first and last name and, if no stamp is present, his ID card number, readable. If there are no signatures or stamps of the loader / unloader, the remuneration claims of the carrier are canceled. Martin Logistic shall be entitled to charge the carrier for the full value of the goods carried and for the costs of asserting claims - costs - in case of improper unloading
10. In the case of complaints concerning the duration of the transport or the condition of the load carried, Martin Logistic is entitled to stop the payments until the complaint procedure is closed, in case of concerns with a final court decision or a settlement.
11. The carrier undertakes and undertakes to refrain, for a period of five years from receipt of the order from Martin Logistic, from providing all services to Martin Logistic's customers named on behalf of the consignor (sender and consignee), in particular none To provide transport and forwarding services. The carrier undertakes and assures that he will not win over the consignor or consignee of the consignment as a customer and, in particular, that he will not submit offers to him or accept them. In the event of a breach of the obligations set out in previous sentences, the carrier undertakes to pay a contractual fine of PLN 400,000 (four hundred thousand) to Martin Logistic within three days of receiving the request for payment.
12. The carrier is not entitled to use subcontractors for the execution of the order. If an order is placed by a subcontractor without the consent of Martin Logistic, the carrier undertakes to pay a penalty of 50,000 (fifty thousand) PLN to Martin Logistic within three days of receipt of the request for payment.
13. Martin Logistic reserves the right to cancel the order without further financial consequences.
14. If there are no written comments on the order within 30 minutes of receipt of the order, this shall be deemed an unconditional approval for the execution of the order under the conditions specified by Martin Logistic. The order is considered accepted for execution.
15. The contract may not be forwarded to another subcontractor (carrier or forwarding agent) without Martin Logistic's written consent. Otherwise Martin Logistic is entitled not to pay the carrier for the freight.
16. Martin Logistic is not prevented by contractual penalties for asserting damages according to general principles.
17. All disputes shall be settled before the court having jurisdiction for the registered office of Martin Logistic.
18. Martin Logistic sends all documents and invoices by electronic mail (e-mail). Upon receipt of the conditions, the recipient agrees to the electronic shipping. The corresponding e-mail address for the electrical document dispatch is to be sent to Martin Logistic by email (info@martinlogistic.com) within 3 days.