



TERMS AND CONDITIONS (T&Cs)

DTS LOGISTIC SERVICES SRL

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1. DEFINITIONS

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

1.1. “Company” (also referred to as the “Shipping House”) means **DTS Logistic Services SRL**, acting as a limited liability company which, in the name and on behalf of the Client, or at its order, undertakes to organize and arrange the transport of Goods and related Services, without necessarily acting as carrier.

1.2 “Client” means any natural or legal person requesting or on whose behalf the Company provides Services, including the shipper, consignor, consignee, receiver, beneficial owner of the Goods, or any party having an interest in the Goods, all of whom shall be jointly and severally liable.

1.3. “Goods” means any cargo, container, equipment, or other property handled, transported, or otherwise dealt with by the Company.

1.4. “Services” include, without limitation:

- (a) freight forwarding and organization of transport;
- (b) contracting of carriage by road, sea, air, rail, or multimodal transport;
- (c) vessel agency and port-related services;
- (d) customs brokerage, representation, and regulatory compliance services;
- (e) storage, warehousing, handling, consolidation, and distribution;
- (f) advisory, coordination, and logistics management services;
- (g) any other intermediary or related services provided by the Company.

1.5. “Transport” includes, in addition to the physical carriage of Goods, all ancillary and related activities connected thereto, including but not limited to:

- (a) storage and warehousing;
- (b) customs formalities and documentation;
- (c) cargo handling, inspection, and supervision;
- (d) financial and documentary services related to the Goods.

1.6. “Carrier” or “Subcontractor” means any third party engaged by the Company for the performance of all or part of the Services, including transport operators, warehouse providers, terminal operators, port authorities, and other service providers.

1.7. “Principal” means the shipowner, operator, charterer, or any other party on whose behalf the Company acts when providing vessel agency services.

1.8. “Disbursement Account” or “DA” means the advance payment or deposit requested by the Company to cover estimated costs, charges, and expenses related to vessel agency services.

1.9. “Force Majeure” shall have the meaning set out in Clause 16 of these Terms and Conditions.

2. SCOPE OF APPLICATION

2.1 Contractual Framework and Hierarchy

2.1.1 The contractual / commercial relationship between the Company and the Client shall be governed, in the following order of precedence, by:

- (a) any duly executed written Contract or Agreement between the Parties (the “Agreement”);
- (b) any specific order or service instruction accepted by the Company in writing; and
- (c) these General Terms and Conditions (the “T&Cs”), which shall form an integral and inseparable part of any Agreement, order, or transaction.

NB: Any special or negotiated terms agreed between the Company and the Client shall apply solely to the specific transaction and only to the extent expressly confirmed in writing. In all other respects, these Terms and Conditions shall remain fully applicable and shall prevail.

2.1.2. In the event of any inconsistency or conflict between the above documents, the order of priority set out in Clause 2.1.1 shall apply, unless expressly agreed otherwise in writing by the Company.

2.1.3. In the absence of a formal written Agreement, any order, instruction, or request for Services accepted or performed by the Company shall constitute a binding contract governed exclusively by these T&Cs, which shall be fully enforceable against the Client.

2.1.4. By submitting instructions or accepting Services, the Client expressly acknowledges and agrees that these T&Cs apply in full, including all limitations of liability, exclusions, and indemnities contained herein.

2.2 Status of the Company

2.2.1. The Company acts exclusively as a **freight forwarder and intermediary (agent)** and does not act as a carrier or principal, unless such capacity is expressly and unequivocally agreed in writing.

2.2.2. In the absence of such express agreement, no provision, conduct, or circumstance shall be interpreted as creating a contractual role of carrier, operator, or principal for the Company.

2.3. Application and Precedence of T&Cs

2.3.1. These T&Cs shall apply to:

- all contracts, Agreements, and service orders;
- all quotations, offers, and rate proposals issued by the Company;
- all Services performed by or on behalf of the Company, whether on a one-off or continuous basis.

2.3.2. These T&Cs shall prevail over any Terms and Conditions submitted, incorporated, or referenced by the Client, including purchase orders or standard trading terms, regardless of when such terms are communicated.

2.3.3. Any deviation from or modification of these T&Cs shall be valid only if expressly agreed in writing and signed by an authorized representative of the Company.

2.3.4. The commencement of Services by the Company shall not be construed as acceptance of any Client terms that conflict with or derogate from these T&Cs.

2.4. Continuous Application

2.4.1. These T&Cs shall apply to all future dealings between the Parties, unless expressly replaced or amended in writing.

2.4.2. The invalidity or unenforceability of any provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

3. FORMATION OF COMMERCIAL RELATIONSHIP

3.1 Conclusion of Contract

3.1.1. A legally binding contract between the Company and the Client shall be deemed concluded upon:

- (a) verbal or written acceptance of an offer issued by the Company;
- (b) confirmation of an order or booking by the Company; or
- (c) commencement of performance of any Services by the Company, including partial performance.

3.1.2. Acceptance may be express or implied, including through conduct, instruction, delivery of Goods, or any act indicating the Client's intention to engage the Company.

3.1.3. The absence of a formally executed written contract shall not affect the validity or enforceability of the contractual relationship.

3.2 Means of Communication and Binding Effect

3.2.1. Orders, instructions, confirmations, and acceptances may be transmitted by any means, including but not limited to:

- email;
- electronic data interchange (EDI);
- online platforms;
- fax or other electronic communication systems.

3.2.2. All such communications shall have full legal force and shall be admissible as evidence of contractual agreement.

3.2.3. The Company shall be entitled to rely on the authenticity and authority of any communication received, without further verification.

3.3 Client Instructions and Responsibility

3.3.1. The Client shall provide timely, complete, and accurate instructions sufficient to enable proper performance of the Services.

3.3.2. The Client shall be solely responsible for:

- the clarity, accuracy, and completeness of all instructions;
- any consequences arising from ambiguous, incomplete, conflicting, or late instructions.

3.3.3. The Company shall not be liable for any loss, delay, or damage arising from:

- incorrect or incomplete instructions;
- failure of the Client to provide necessary information in due time.

3.4 Documents and Representations

3.4.1. The Company shall have no obligation to verify the authenticity, accuracy, or adequacy of any documents or information provided by or on behalf of the Client.

3.4.2. The Client expressly warrants and represents that:

- (a) it has full authority and legal right to dispose of the Goods and to enter into the contract;
- (b) all information, descriptions, declarations, and documents provided are complete, accurate, and compliant with applicable laws;
- (c) the Goods are properly declared, including their nature, value, weight, marking, labelling, and any other special characteristics.

3.4.3. The Client shall be liable for all consequences arising from any breach of the above warranties, including but not limited to damages, delays, penalties, or third-party claims.

3.5 Special Instructions

3.5.1. Any special instructions, including but not limited to:

- delivery deadlines;
- routing preferences;
- handling, storage, or temperature requirements;
- specific carrier or equipment requirements,
- credit term request

must be submitted in writing by the Client.

3.5.2. Such instructions shall only be binding upon the Company if:

- expressly accepted in writing by the Company; and
- incorporated into the contractual arrangement.

3.5.3. In the absence of such written acceptance, the Company shall be under no obligation to comply with such instructions and shall bear no liability for any consequences resulting therefrom.

3.6 Right to Refuse or Suspend Services

3.6.1. The Company reserves the right, at its sole discretion, to refuse, suspend, or modify the performance of Services where:

- instructions are unclear, incomplete, or unlawful;
- required documentation is missing or defective;
- compliance, safety, or regulatory risks are identified.
- Communication with Client is not proactive, with significant delays in answers or refusals of cooperation.

3.6.2. The Company shall not be liable for any losses arising from such refusal or suspension.

4. STATUS OF THE COMPANY AND SUBCONTRACTING

4.1 Legal Status of the Company

4.1.1. The Company acts exclusively as a freight forwarder and intermediary (agent) and shall not be deemed a carrier, operator, or principal, unless such role is expressly and unequivocally agreed in writing.

4.1.2. In the absence of such express written agreement, the Company shall not assume any obligations or liabilities of a carrier, including strict liability regimes applicable under transport conventions or national laws.

4.1.3. No act, omission, representation, or course of dealing shall be construed as modifying the Company's status from agent to principal unless explicitly confirmed in writing.

4.2 Discretion and Authority in Performance

4.2.1. The Company shall have full discretion, without prior notice to the Client, to:

- select and appoint carriers, subcontractors, agents, port operators, warehouse operators, and any other third parties necessary for the performance of the Services;
- determine routes, sequences, modes of transport (including multimodal solutions), and methods of handling, storage, and delivery;
- consolidate, deconsolidate, or re-handle Goods where operationally necessary.

4.2.2. The Company shall not be bound by any specific instructions regarding the above matters unless expressly accepted in writing.

4.2.3. The Company shall be entitled to deviate from agreed instructions where reasonably necessary for:

- operational efficiency;
- safety;
- regulatory compliance;
- or to mitigate risk or delay.

4.3 Subcontractors and Third Parties

4.3.1. All carriers, subcontractors, agents, and third parties engaged by the Company shall be deemed independent contractors.

4.3.2. The Company shall not be liable for the acts, omissions, negligence, or insolvency of such third parties.

4.3.3. The Company shall not be liable for the acts or omissions of any subcontractor or third party unless:
(a) such liability is mandatorily imposed by applicable law and cannot be excluded; or
(b) the Client proves that the Company acted with **intentional misconduct or gross negligence in the selection of such subcontractor**, it being expressly agreed that the burden of proof shall rest entirely with the Client.

The Company shall in no circumstances be liable for the operational performance, insolvency, or default of any subcontractor.

4.3.4. The Client expressly agrees that all such third parties shall benefit from the same limitations of liability and defenses available to the Company under these T&Cs.

4.3.5 Limitation of Recourse Against the Company

4.3.5.1. The Client acknowledges that the Company acts solely as an intermediary and not as a carrier or performing party, unless expressly agreed in writing.

4.3.5.2. To the fullest extent permitted by law, any claim arising from the Services shall be directed exclusively against the performing carrier or subcontractor, and not against the Company.

4.3.5.3. The Client waives any right to bring claims against the Company for loss, damage, or delay, except where caused by the Company's proven intentional misconduct.

4.3.5.4. Where liability cannot be excluded by law, it shall be strictly limited in accordance with these T&Cs and shall not exceed the liability of the performing carrier.

4.3.5.5. The Company shall not be liable for any indirect or consequential damages, including loss of profit, market, or business.

4.3.5.6. The Client agrees that these limitations are an essential basis of the contractual relationship and are reflected in the pricing of the Services.

4.3.5.7. The Client acknowledges that the pricing of the Services is based on these limitations of liability and agrees that such limitations constitute an essential condition of the contractual relationship.

4.4 Contracts with Third Parties

4.4.1. Where the Company enters into contracts with carriers or other service providers, whether:

- (a) in its own name but on behalf of the Client; or
- (b) as agent for the Client,

the Company shall incur no liability greater than that of the performing third party.

4.4.2. Any claim for loss, damage, or delay shall be subject to the terms, conditions, limitations, and defenses of the relevant third party, which shall apply as if contracted directly by the Client.

4.4.3. The Company shall not be obliged to pursue claims against third parties but may, upon written request and at the Client's cost and risk, assign or assist in the handling of such claims, without assuming any liability for their outcome.

4.5 Application of International Conventions

4.5.1. Transport Services shall be subject to the applicable international conventions and mandatory laws governing the relevant mode of transport, including but not limited to the CMR Convention.

4.5.2. Such conventions and laws shall apply to the performing carrier or service provider, and not to the Company acting as intermediary, to the fullest extent permitted by law.

4.5.3. The Company shall be entitled to rely on any limitations, exclusions, defenses, and time bars available under such conventions.

4.5.4. In case of conflict, the provision most favorable to the limitation or exclusion of the Company's liability shall apply, to the extent permitted by law.

4.6 No Guarantee of Performance

4.6.1. The Company does not guarantee:

- (a) transit times or delivery dates;
- (b) availability of transport means, space, or equipment;
- (c) the performance or reliability of any third party.

4.6.2. Any schedules, transit times, or delivery estimates provided by the Company are indicative only and shall not constitute binding obligations.

4.6.3. The Company shall not be liable for any loss or damage arising from delays or failure in performance, except where caused by its proven intentional misconduct

5. CLIENT OBLIGATIONS

5.1 Condition and Compliance of the Goods

5.1.1. The Client shall ensure that the Goods:

- (a) are properly packed, secured, and suitable for handling and transport;
- (b) comply with all applicable laws, regulations, and international conventions;
- (c) are accurately described, declared, and documented, including their nature, weight, quantity, and characteristics.

5.2 Strict Liability of the Client

5.2.1. The Client shall be **strictly liable, irrespective of fault**, for:

- (a) any incorrect, incomplete, or misleading information or documentation;
- (b) defective, insufficient, or improper packing;
- (c) failure to declare dangerous, hazardous, or regulated goods;
- (d) the shipment of prohibited or illegal Goods.

5.3 Indemnity

5.3.1. The Client shall indemnify, defend, and hold harmless the Company against all liabilities, claims, losses, damages, fines, penalties, duties, costs, and expenses (including legal fees) arising out of or in connection with:

- (a) any breach of the Client's obligations under these T&Cs;
- (b) the nature or condition of the Goods;
- (c) any act or omission of the Client or persons acting on its behalf.

5.4 Obligations at Delivery

5.4.1. The Client shall ensure that the Consignee:

- (a) inspects the Goods immediately upon delivery;
- (b) records any loss, damage, or shortage and issues appropriate reservations to the carrier in accordance with applicable law.

5.5 Costs and Consequences

5.5.1. The Client shall be liable for all costs, charges, and expenses arising in connection with the Goods, including but not limited to cases where:

- (a) delivery is refused or cannot be completed;
- (b) the Consignee is absent or unavailable;
- (c) instructions are incomplete, unclear, or contradictory;
- (d) free time for loading, unloading, storage, or equipment use has expired.

5.5.2. All additional costs, including demurrage, detention, storage, and related charges, shall be for the account of the Client, irrespective of cause.

6. DANGEROUS, SPECIAL AND HIGH-RISK GOODS

6.1 Declaration Obligation

6.1.1. The Client shall declare in writing, prior to acceptance of the Goods, any Goods which are:

- (a) dangerous or hazardous, including those subject to ADR, IMDG, IATA, or any other applicable regulations;
- (b) perishable, temperature-sensitive, or requiring special handling;
- (c) high-value, fragile, oversized, or otherwise of an unusual or abnormal nature.

6.1.2. The Client shall provide all necessary documentation, instructions, and safety information required for the lawful and safe handling, storage, and transport of such Goods.

6.2 Rights of the Company

6.2.1. In the event that such Goods are not properly declared, or if they present a risk to persons, property, or the environment, the Company shall be entitled, at its sole discretion and without prior notice, to:

- (a) refuse, suspend, or cease handling or transport;
- (b) unload, store, return, destroy, or otherwise render the Goods harmless.

6.2.2. The Company shall not be liable for any loss or damage arising from the exercise of such rights, and no compensation shall be due to the Client.

6.3 Liability and Indemnity

6.3.1. The Client shall be fully liable for all consequences arising from the nature or condition of such Goods, including any failure to properly declare them.

6.3.2. The Client shall indemnify and hold harmless the Company against all claims, losses, damages, fines, penalties, costs, and expenses (including legal fees) arising out of or in connection with such Goods.

6.3.3. The Company shall not be liable for any loss, damage, delay, or expense arising from the inherent nature, condition, or characteristics of the Goods.

7. CUSTOMS AND REGULATORY ASPECTS:

7.1 Role of the Company

7.1.1. The Company may act as customs representative (direct or indirect) on behalf of the Client, where agreed or required.

7.1.2. The Company shall not be liable for:

- (a) errors in classification, valuation, or origin of the Goods;
- (b) delays caused by customs authorities or other regulatory bodies;
- (c) inspections, controls, seizures, or any actions taken by authorities.

7.2 Client Responsibility

7.2.1. The Client remains solely responsible for:

- (a) the accuracy and completeness of all customs declarations and supporting documents;
- (b) compliance with all applicable customs, tax, and regulatory requirements;
- (c) the payment of all duties, taxes, fines, penalties, and related charges.

7.2.2. The Client shall bear all costs, losses, or consequences arising from any failure to comply with the above obligations.

7.3 Indemnity

7.3.1. The Client shall indemnify and hold harmless the Company against all claims, liabilities, losses, damages, fines, penalties, costs, and expenses (including legal fees) arising out of or in connection with customs or regulatory matters, including any inaccuracies or omissions in information provided by the Client.

8. LIABILITY OF THE COMPANY

8.1 Basis of Liability

8.1.1. The Company shall be liable only for direct loss or damage proven to have been caused by its **gross negligence or intentional misconduct**.

8.2 Exclusions of Liability

8.2.1. The Company shall not be liable for any loss, damage, delay, or expense arising out of or in connection with:

- (a) acts or omissions of carriers, subcontractors, or other third parties;
- (b) delays, including transit delays or failure to meet estimated schedules, loss of space on vessels, equipment unavailability
- (c) force majeure events;
- (d) inherent vice, nature, or condition of the Goods;
- (e) insufficient or defective packaging, securing, or stowage;
- (f) improper or missing marking or labeling;
- (g) incorrect, incomplete, or late instructions or documentation provided by the Client;

(h) failure, interruption, or breach of electronic communications, IT systems, or data transmission, including cyber incidents or phishing.

8.3 Limitation of Liability

8.3.1. In any event, the Company's liability shall not exceed that of the performing carrier, subcontractor, or service provider engaged in the relevant operation.

9. LIMITATION OF LIABILITY

9.1 Application of Limits

9.1.1. The limitations set out in this Clause shall apply only in circumstances where the Company's liability has been established in accordance with Clause 8.

9.2 Financial Limits of Liability

9.2.1. Subject to the above, the Company's liability shall in all cases be limited as follows:

(a) Loss of or damage to Goods:

- USD 2.5 per kilogram of the gross weight of the lost or damaged Goods;
- maximum USD 1,600 per package or unit;
- maximum USD 50,000 per shipment.

(b) Delay or other loss:

- limited to the amount of the freight charges relating to the affected shipment.

9.3 Excluded Damages

9.3.1. Under no circumstances shall the Company be liable for:

- (a) indirect or consequential loss or damage;
- (b) loss of profit, business, contracts, or market.

9.4 Declaration of Higher Value

9.4.1. The above limits shall apply unless:

- (a) the Client declares a higher value for the Goods in writing prior to the commencement of the Services;

- (b) such declaration is expressly accepted in writing by the Company; and
- (c) any additional charges required by the Company are duly paid.

9.4.2. In the absence of such declaration and acceptance, the Client shall be deemed to have accepted the above limits as reasonable and sufficient.

9.5 General Application

9.5.1. The limitations set out in this Clause shall apply:

- (a) to all claims, whether in contract, tort, or otherwise;
- (b) per occurrence or series of occurrences arising from the same event.

10. INSURANCE

10.1 No Automatic Insurance

10.1.1. The Company does not provide or arrange insurance for the Goods unless expressly instructed in writing by the Client.

10.2 Role of the Company

10.2.1. Where insurance is requested, the Company shall act solely as an intermediary in arranging such insurance on behalf of the Client.

10.2.2. The Company shall not be considered an insurer and shall not assume any liability for the coverage, terms, validity, or performance of the insurance policy.

10.3 Client Responsibility

10.3.1. The Client shall provide all necessary information for the placement of insurance, including the nature, value, and risks to be covered.

10.3.2. The Client shall be bound by the terms and conditions of the insurance policy issued by the insurer.

10.4 Absence of Insurance

10.4.1. In the absence of a written request for insurance, the Goods shall be deemed to travel entirely at the Client's risk.

10.4.2. The Client expressly acknowledges that the Company's liability is limited in accordance with these T&Cs and that it is the Client's responsibility to arrange adequate insurance coverage.

11. DEMURRAGE, DETENTION, AND ADDITIONAL COSTS

11.1 Client Liability for Additional Costs

11.1.1. The Client shall be liable for all additional costs, charges, and expenses arising in connection with the Goods or the Services, including but not limited to:

- (a) demurrage and detention;
- (b) storage and warehousing charges;
- (c) port, terminal, and handling charges;
- (d) congestion, fuel, war risk, and any other surcharges;
- (e) any costs resulting from delays, disruptions, or operational requirements.

11.2 Payment Obligation

11.2.1. All such costs shall be payable by the Client **upon demand**, regardless of the cause, including where such costs arise from:

- (a) acts or omissions of third parties;
- (b) circumstances beyond the Company's control; or
- (c) any event not attributable to the Company.

12. CLAIMS PROCEDURE AND TIME LIMITS

12.1 Notice of Loss or Damage

12.1.1. The Client shall ensure that, upon delivery, the Goods are inspected and that any loss, damage, or shortage is immediately recorded and notified in writing to the carrier.

12.1.2. In the case of non-apparent loss or damage, written notice must be given within **3 (three) days** from the date of delivery.

12.2 Submission of Claims

12.2.1. Any claim against the Company must be submitted in writing, together with all relevant supporting documents, within **6 (six) months** from:

- (a) the date of delivery of the Goods; or
- (b) the date on which the Goods should have been delivered.

12.2.2. Any claim not submitted within the above period shall be deemed **inadmissible and void**.

12.3 Condition Precedent

12.3.1. Compliance with the requirements set out in this Clause shall constitute a **condition precedent** to any liability of the Company.

12.4 Time Bar for Legal Proceedings

12.4.1. Any right of action against the Company shall be extinguished unless legal proceedings are initiated within **9 (nine) months** from the date referred to in Clause 12.2.1.

12.5 Mitigation and Preservation of Rights

12.5.1. The Client shall take all reasonable measures to mitigate loss and to preserve any rights of recourse against carriers, subcontractors, and other third parties.

12.5.2. The Company shall not be liable for any loss resulting from the Client's failure to comply with such obligations.

12.5.3 The Company act solely as intermediary and shall pass liability and correspondence with the Client upon the party at fault.

13. PAYMENT TERMS

3.1 Invoicing and Payment

13.1.1. All invoices issued by the Company shall be payable within **48 (forty-eight) hours** from the date of issuance, unless otherwise expressly agreed in writing.

13.1.2. Any credit terms shall apply only if expressly granted in writing, including within a duly executed contract between the Parties, and may be withdrawn at any time at the Company's discretion.

13.2 Late Payment

13.2.1. Any overdue amounts shall accrue interest at a rate of **0.10%**, (or the maximum permitted by applicable law), calculated from the due date until payment.

13.3 Remedies for Non-Payment

13.3.1. In the event of late or non-payment, the Company shall be entitled, without prior notice, to:

- (a) suspend or terminate the performance of any Services, including credit terms;
- (b) withhold any documents, Goods, or information in its possession;
- (c) declare all outstanding amounts immediately due and payable.

13.3.2. The exercise of the above rights shall not prejudice any other rights or remedies available to the Company.

13.4 No Set-Off

13.4.1. All payments shall be made in full, without any set-off, counterclaim, deduction, or withholding of any kind.

13.5 Costs of Recovery

13.5.1. The Client shall be liable for all costs incurred by the Company in the recovery of overdue amounts, including legal fees, collection agency fees, and administrative expenses.

14. LIEN AND RIGHT OF RETENTION

14.1 General Lien

14.1.1. The Company shall have a **general and continuing lien** over all Goods, documents, and any other property of the Client in its possession or control, for all sums due at any time from the Client, whether arising from the current transaction or any previous transactions.

14.2 Right of Retention

14.2.1. The Company shall be entitled to retain possession of the Goods, documents, or other property until all outstanding amounts due to the Company have been paid in full and cleared funds have been received.

14.2.2. Proof of payment shall not constitute discharge of the Client's obligations until funds are irrevocably credited to the Company's account.

14.3 Right of Sale

14.3.1. If payment is not made within a reasonable time, the Company shall be entitled, upon prior notice to the Client where practicable, to sell or otherwise dispose of the Goods by any commercially reasonable means.

14.3.2. The proceeds of such sale shall be applied towards the outstanding amounts owed to the Company, including all costs and expenses incurred in connection with the storage, handling, and sale of the Goods.

14.3.3. Any balance remaining after settlement of all amounts due shall be returned to the Client, without interest.

14.4 Scope of Application

14.4.1. The rights set out in this Clause shall apply to **all present and future claims** of the Company against the Client, irrespective of the origin or nature of such claims.

15. VESSEL AGENCY

15.1 Status of the Company

15.1.1. When acting as vessel agent, the Company acts solely as **agent on behalf of the shipowner, operator, charterer, or other principal** (the "Principal") and does not act as principal in any respect.

15.1.2. The Company shall not incur any personal liability in connection with vessel agency services, except in cases of proven intentional misconduct.

15.2 Exclusion of Liability

15.2.1. The Company shall not be liable for any acts, omissions, or obligations arising out of or in connection with:

- (a) port disbursements, port charges, or related expenses;
- (b) crew matters, including wages, repatriation, or claims;
- (c) vessel operations, navigation, or management;

- (d) acts or omissions of port authorities, terminals, service providers, or other third parties;
- (e) any services performed strictly in its capacity as agent.

15.3 Financial Responsibility

15.3.1. All costs, charges, and expenses incurred in connection with vessel agency services shall be for the account of the Principal.

15.3.2. The Company shall have no obligation to advance funds on behalf of the Principal unless expressly agreed in writing.

15.4 Indemnity

15.4.1. The Principal shall indemnify, defend, and hold harmless the Company against all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising out of or in connection with vessel agency services.

15.4.2. Such indemnity shall apply regardless of the nature of the claim, unless caused by the Company's proven intentional misconduct.

15.5 Right to Security

15.5.1. The Company may require advance payment, deposit, or financial security from the Principal before or during the provision of vessel agency services.

15.5.2. The Company shall be entitled to suspend or refuse services in the absence of such security, without liability.

15.5.3. The Company reserves the right to refuse or suspend vessel agency services, without liability, in the event of:

- (a) non-payment or insufficient funds in the Disbursement Account;
- (b) instructions from the Principal that are unlawful, unclear, or unsafe;
- (c) any situation exposing the Company to financial or legal risk.

15.6 Disbursement Account and Security

15.6.1. The Company shall be entitled to request from the Principal, prior to the vessel's arrival or commencement of services, an advance payment or deposit covering all estimated port disbursements, expenses, and fees (the "Disbursement Account" or "DA").

15.6.2. The Company shall have no obligation to incur any expense, make any payment, or perform any service unless and until such funds have been received in full and in cleared funds.

15.6.3. Any shortfall in the Disbursement Account shall be immediately payable by the Principal upon demand. Any surplus shall be refunded without interest after settlement of all accounts.

15.7 No Personal Liability of Agent

15.7.1. The Company acts solely as agent for the Principal and shall not be personally liable for any acts, omissions, contracts, or obligations entered into on behalf of the Principal.

15.7.2. All contracts, arrangements, and services entered into by the Company in the course of vessel agency shall be deemed to be entered into **on behalf of the Principal only**, and all rights and liabilities shall be solely those of the Principal.

15.7.3. No third party shall have any recourse against the Company for any matter arising out of such contracts or services, except in cases of the Company's proven intentional misconduct.

16. FORCE MAJEURE

16.1 Definition and Scope

16.1.1. The Company shall not be liable for any failure, delay, or improper performance of its obligations where such is caused, directly or indirectly, by events beyond its reasonable control ("Force Majeure").

16.1.2. Force Majeure events shall include, but are not limited to:

- (a) war, hostilities, riots, civil commotion, or acts of terrorism;
- (b) strikes, lockouts, or labor disturbances;
- (c) pandemics, epidemics, or public health emergencies;
- (d) acts of government or public authorities, including restrictions, embargoes, or regulatory actions;
- (e) port congestion, closure, or operational disruptions;
- (f) natural disasters, including storms, floods, earthquakes, or other extreme weather conditions;

- (g) failures or disruptions of transport, infrastructure, utilities, or communication systems;
- (h) any other events recognized as force majeure under applicable Romanian law.

16.2 Effect of Force Majeure

16.2.1. In the event of Force Majeure, the Company's obligations shall be suspended for the duration of the event, without liability.

16.2.2. The Company shall be entitled to take all reasonable measures to mitigate the effects of such events, including modifying or suspending the Services.

16.3 Costs and Consequences

16.3.1. Any additional costs, expenses, or charges arising as a result of Force Majeure shall be borne by the Client.

17. GOVERNING LAW AND JURISDICTION

17.1 Governing Law

17.1.1. These Terms and Conditions, and any contractual or non-contractual obligations arising out of or in connection with the Services, shall be governed by and construed in accordance with the laws of Romania.

17.2 Amicable Settlement

17.2.1. In the event of any dispute, controversy, or claim arising out of or in connection with these Terms and Conditions or the Services, the Parties shall first attempt to resolve the matter amicably through good faith negotiations.

17.2.2. If no amicable settlement is reached within a reasonable period, either Party shall be entitled to refer the dispute to the competent courts in accordance with Clause 17.3.

17.3 Jurisdiction

17.3.1. Any dispute, controversy, or claim arising out of or in connection with these Terms and Conditions or the Services, including their validity, interpretation, performance, or termination, shall be subject to the exclusive jurisdiction of the competent courts at the Company's registered office.

17.4 Waiver of Other Jurisdictions

17.4.1. The Client expressly waives any right to bring proceedings before any other court or jurisdiction, to the extent permitted by law.

18. FINAL PROVISIONS

18.1 Precedence of Terms

18.1.1. These Terms and Conditions shall apply to all Services provided by the Company and shall prevail over any terms and conditions submitted or invoked by the Client, unless expressly agreed in writing by the Company.

18.2 Amendments and Waivers

18.2.1. Any amendment, variation, or waiver of these Terms and Conditions shall be valid only if made in writing and signed by an authorized representative of the Company.

18.2.2. The failure or delay of the Company in exercising any right shall not constitute a waiver of such right.

18.3 Severability

18.3.1. If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

18.4 Entire Agreement

18.4.1. These Terms and Conditions, together with any applicable Agreement or accepted order, constitute the entire agreement between the Parties and supersede all prior negotiations, representations, or agreements, whether written or oral.

18.5 Assignment

18.5.1. The Client shall not assign or transfer any rights or obligations under these Terms and Conditions without the prior written consent of the Company.

18.5.2. The Company may assign or subcontract its rights and obligations without prior consent.

