

Direktore
Rasa Mišeliniskė



Patvirtinta:
UAB Onzė direktorės 2024/04/09,
įsakymu Nr. V2024/04-01

GENERAL TERMS AND CONDITIONS OF FREIGHT FORWARDING SERVICES OF ONZE JSC

Object of the Agreement

- 1.1. The Client entrusts the Forwarder and the Forwarder undertakes to provide to the Client freight forwarding services.
- 1.2. The Parties shall agree on specific terms (cargo, routes, prices, etc.) of forwarding of specific cargo in separate Orders.
- 1.3. The Forwarder is JSC “Onze”.
- 1.2. The Client is a person having concluded the Order with the Forwarder on cargo forwarding and other services.

2. Rights and Obligations of the Parties

2.1 The Forwarder:

- 2.1.1. The Forwarder shall perform all activities relating to cargo forwarding in accordance with terms and conditions agreed with the Client in separate Orders.
- 2.1.2. The Forwarder shall notify the Client about cargo movement on the whole route of forwarding.
- 2.1.3. Organizes compliance with Client’s instructions foreseen in clause 2.2.5.
- 2.1.4. Covers the damage to the Client, suffered due to loss of cargo (total loss, shortage, damage) after taking over of the cargo until handing over, if the damage occurred due to the fault of the Forwarder.
- 2.1.5. Organizes insurance of the cargo, if agreed with the Client.
- 2.1.6. For the purpose of the execution of the Agreement the Forwarder shall be entitled to conclude necessary agreements with third parties on behalf of the Client and for the Client’s account.
- 2.1.7. The Forwarder shall be entitled to exercise the lien on the cargo and cargo documents if and when the Client has failed to make any payment to the Forwarder.

2.2 The Client:

- 2.2.1. The Client shall provide the Forwarder with the documents and information on the properties of cargo and respective transportation conditions as well as all other information required by the Forwarder for the purpose of execution of this Agreement.
- 2.2.2. The Client shall ensure proper arrangement, packing, securing and insurance of cargo, except for the cases when it is vested to the Forwarder in the Order.
- 2.2.3. The Client shall pay the Forwarder for the services rendered in accordance with these terms and conditions and as agreed in the Order.

2.2.4. The Client shall ensure payment and pay for additional expenses incurred by the Forwarder during execution of the Agreement (e.g. cleaning of containers, unplanned customs inspection, etc).

2.2.5. The Client shall notify the Forwarder about the specific properties of cargo that may have impact on other cargo, people and/or environment and give information on perishable cargo and instructions for its warehousing, loading, transportation and storage.

2.2.6. The Client shall be responsible for the accuracy of data indicated in cargo documents provided.

2.2.7. The Client shall pay the Forwarder for demurrage and storage of containers and/or of transport vehicles, loading of goods into warehouses and warehousing, etc. where, not due to the Forwarder's fault, the cargo is delayed, the container is not taken from or returned to the sea and/or air carrier within the time limits prescribed by the sea and/or air carrier, transport vehicles are not loaded/discharged within the time limits prescribed by the carrier. The Client confirms that this is the written agreement for fees/charges for the demurrage/storage of containers and transport vehicles, late return/taking of the containers on the conditions as applicable between the Forwarder and Forwarder's subcontractor.

2.2.8. The Client is responsible for, ensures and guarantees that the cargo is properly prepared for intended transportation. During loading of the transport mean (e.g. container, trailer, railcar wagon, plane), the Client has to ensure that the transport mean is not overloaded, that the weight is distributed evenly and that the cargo is properly secured/dunnaged to withstand the ordinary risks during the transportation. The Client shall indemnify for fines and other losses arising from the infringement of this clause.

3. Payment Terms

3.1. Unless the Parties agree otherwise in the Orders, the Forwarder shall commence rendering of the services and performing the Order upon receipt of the prepayment.

3.2. The payment will be due within the term agreed in the Order from the date of the issuance of the invoice.

3.3. The payment shall be effected by cash or by bank transfer into the bank account specified by the Forwarder. The payment shall be considered effected from the moment the funds are deposited into the Forwarder's bank account. The Client shall pay bank charges for the transfer of payments in favour of the Forwarder. The price of the services in the invoice is to be in the currency in which the Forwarder made the offer. If the invoice provides two currencies, the Client shall pay in the currency which the invoice states to be paid in. In case the Client pays in the currency other than required, the Forwarder is entitled to request payment of the difference in currency exchange rates between the date of invoice and date of actual receipt of the funds, and the Client is obliged to pay such difference.

3.4. If the Client fails to pay in due time he shall pay the interests of 0.08 percent from the outstanding amount for each delayed day until full and final settlement (including compulsory recovery).

3.5. If the Client is in breach of payment terms, the Forwarder may exercise the lien on any cargo or cargo documents of the Client and/or refrain from commencing the rendering of the services and/or suspend the performance of services. All and any negative consequences, expenses, demurrage, delays, claims of cargo owners and/or receivers, relating in some way with late payments, refraining or interrupting performance of services, shall be for the Client's account.

3.6. If the Forwarder has issued two or more invoices to the Client, failure to pay any one of all invoices on time shall mean that all invoices are immediately due for payment, irrespective of what terms were agreed on the invoice or the Order.

4. Liability

4.1. The Forwarder shall indemnify the Client for non-execution and/or improper execution of the Agreement due to the Forwarder's fault, in accordance with Article 6.826 of Lithuanian Civil Code.

4.2. During forwarding process, the Forwarder's liability shall be limited by international agreements and other legislative acts of the Republic of Lithuania.

4.3. The Client shall indemnify the Forwarder for the losses caused by inaccurate and/or incomplete data specified in the Client's orders or other documents.

4.4. The Client shall cover all expenses incurred by the Forwarder in the event of General Average and shall secure the possible claims if and when requested by the Forwarder and/or carrier.

4.5. If the Forwarder guarantees cargo delivery deadline, the Forwarder's liability in case of delay shall be limited by the amount of rates applied for the services rendered.

4.6. Transportation by sea shall be regulated by the terms and conditions of the Bill of Lading (including container lines' tariffs, conditions in respect of container demurrage/detention/storage, return/usage).

4.7. Transportation by road shall be regulated by the terms and conditions of the the CMR convention.

4.8. Transportation by air shall be regulated by the terms and conditions of the the Warsaw convention ,IATA rules and the Monreal convention.

4.9. Transportation by rail shall be regulated by the terms and conditions of the SMGS/CIM agreement.

4.10. If after the placement/agreement of the Order between the Forwarder and the Client, the carrier in-fact (container line or other carrier) changes the intended schedule or route, delays during the transit, refuse to load the cargo due to shortage of slots or other reasons, the Forwarder shall not be liable for additional costs and losses arising from and in connection to the above mentioned circumstances (e.g. cargo not shipped before L/C requirements, later arrival of the cargo, etc.).

5. Miscellaneous Validity Term

5.1. All disputes relating to the services and their performance shall be settled amicably. If the Parties fail to find a mutually accepted solution, either Party may refer such dispute to Klaipeda court in accordance with the procedure established by legislation of the Republic of Lithuania.

5.2. All and any communication pursuant to this Agreement (orders, notices, invoices etc) can take place via e-mail and such communication shall have full legal value.

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