General Terms & Conditions (GTC)

Applicability
These GTC are applicable for all logistic-, forwarding- and transport services provided by International Cargo Service j.d.o.o. („ICS“). The General Conditions of International Freight Forwarders’ Association of Croatia in its valid version are applicable. General Conditions of the contract partner are only applicable if and to the extent they have been expressly confirmed in writing.

Offers, Information
Offers are based on the current rates, tariffs and exchange rates and non-binding until each respective single transport order has been confirmed by ICS resp. transmission of AWB for Airfreight according to Warsaw Convention. Offers are confidential and exclusively for the respective recipient. In case of unauthorized disclosure to third parties, a contractual penalty of EUR 10.000,- may be requested (not affecting the right to claim compensation of further damages).

When making an offer, ICS is not obliged to recheck the principal’s information. All quotations are based on the unchecked information and may change due to the goods true characteristics (e.g. dimensions, dangerous goods, etc.). The principal has to indicate possible risks or legal prohibitions concerning his goods (e.g. ex-/import barriers, intellectual property rights, etc.) and is liable for all damages in this regard. In case of legal uncertainty or risks (amongst others lack of insurance coverage), ICS is not obliged to perform resp. continue to perform the services.

Information on delivery times and –dates, customs duties, charges, taxes and the like are without engagement.

Taking over of goods, loading, performance of services
When taking over, ICS is not obliged to check goods for damages, shortages or defects resp. suitable packing for transport (except apparent damages).

Especially in air freight additional checking of shipments, including opening of single shipments, might be necessary. In case ICS is engaged with the performance of such checks, ICS is only liable in case of gross negligence or willful misconduct. ICS is entitled to issue and to post freight documents and in this case acts on behalf and at the risk of the principal resp. the principal’s representative. In case of delays, demurrage can be invoiced to the principal.

ICS will lodge legal remedies (e.g. in case of customs decisions, confiscations, etc.) only in case of explicit and reasoned instruction and upon provision of adequate securities as appropriate.

Payments, Accounting
All rates mentioned are excluding VAT or any other taxes or charges. If not otherwise agreed in writing, invoices are due upon receipt. In case of agreed payment terms, ICS can make the performance of further services subject to the non-exceeding of independently set credit limits. Reclamations against invoices have to be submitted to ICS in writing within 8 days together with the reclamation protocol, otherwise the invoice is deemed to be fully accepted. In case of late payment the principal has to bear interest and all costs of claiming.

Loading equipment, Containers
All loading equipment, esp. containers, has to be returned undamaged, swept clean and without any fixed labels, marks and numbers or contaminations. All costs occurred by noncompliance will be invoiced to the principal. Exchange of pallets, boxes or any other
means of loading will be made by ICS only after special written agreement.

**Insurance, Liability**

PLEASE NOTE: There is no automatic transport insurance! In many cases, Carriers’ liabilities are limited or excluded.

ICS’s liability is according to General Conditions of International Freight Forwarders’ Association of Croatia and does in no event exceed the limits of the applicable transport conventions (esp. MC, WC, CMR, CIM, Hague Rules), the applicable B/L-Terms, AWB conditions (see www.iata.org, search “resolution 600b”) or the Conditions of the respective subcontractors.

ICS’s liability for airfreight according to Montreal Convention (MC) is limited according to Art. 22 MC. Irrespective of agreed air- or sea freight, (parts of) transports can be provided as overland transports. Data concerning the good’s value in transport orders, invoices, freightor other documents do, in absence of ICS’s explicit approval in writing, not increase liabilities.

ICS will never accept increased liabilities without an explicit agreement in writing.

If requested, ICS organize transport insurances (premium, procurement, handling), covering in case of damage/loss up to full cargo value.

Our quotation includes the premium paid to the insurer and our remuneration for insurance procurement and handling.

**Data protection and privacy**

When commissioning ICS, the principal agrees that his personal data will be processed and saved electronically within the ICS and that one may be contacted by ICS for the purpose of information on special offers, products and services. This consent may be withdrawn at any time. Data will be treated strictly confidential and will not be passed on to third parties unless this is necessary for the proper performance of the respective service.

**Abandoned cargo/goods**

If all costs of transportation, services and / or old debts are not settled, the ICS has the right to keep the cargo / goods and sell it in order to settle the costs of transportation, services and / or old debts.

The ICS will notify all parties (the ordering party, the consignor/shipper) of the date and time of payment of the costs of the carriage, service and / or old debit and will set a date after which the cargo / goods will be considered as abandoned. Minimum 8 calendar days from notice. Upon expiry of the ICS deadline, the cargo / goods shall be considered as abandoned and shall have the absolute right to transfer ownership of the cargo/goods to cover all costs. ICS will sell the cargo / goods in the best intent on the highest bid. In addition to the costs of transportation, services and / or old debts, all other expenses incurred by leaving the cargo, such as attorneys’ costs, storage, auction house costs, etc., will be calculated later. If the value of the sold cargo / goods exceeds the costs and / or the old debts, the difference in the amount collected will be paid to the principal. If the value of the sold cargo / goods is lower than the cost of the carriage, the service and / or the old debit, the ICS has the right to claim the remainder of the goods / cargo supplier/shipper.

**Miscellaneous**

The invalidity of individual provisions of these conditions shall not affect the validity of the remaining provisions. Waivers (onetime or repeated) to insist upon or enforce strict performance of any provision of these Conditions shall not be construed as a waiver of any provision or right. By acceptance of the offer made by the ICS or order for transport given without quotation of transport cost, the parties concluded an agreement on the shipment in accordance with Article 849 and 856 of the Obligations Act. For the avoidance of any doubt, this offer will not be considered as shipping in the meaning of Article 866 of the Obligations Act. For all contracts with CP Croatian law is applicable. In case of dispute, place of jurisdiction is Zagreb.