

## **General Terms and Conditions - Gebrüder Weiss Szállítmányozási Kft.**

Unless there is a per se conflict with any statutory provisions or international conventions (e.g. CMR, Montreal Convention, Warsaw Convention, CIM, Hague Rules, etc.), the “General Forwarders Terms and Conditions” (GFT) of the Hungarian Freight Forwarders in the current version applies. The value of limitation of liability will be considered in our offers from time to time.

Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict our general terms and conditions. Verbal collateral agreements are ineffective.

Our duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing. The customer shall also be obliged to guarantee the safety of the supply chain to us.

A separate order is required for the transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR and so on, which must be accepted by us. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Hazardous goods, in particular goods of ADR classes 1 and 7, may not be handed to us.

The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g.. substances hazardous to water).

The customer shall perform the legal obligations pursuant to the Electronic Road Transport Control System (EKAER). If as a consequence of violation thereof we suffer damage the customer shall compensate it to us. This concerns also private law claims of third persons as well as administrative sanctions levied on us. In case of EKAER consignments we have to enter (control) and update the plate numbers and is liable for the data fed pursuant to the Clause CMR I. 23.§ 5. This concerns especially but not exclusively the customer's obligations of notification and publication of data against the Forwarder as defined in the Paragraph 22/E (Act XCII of 2003 on Local Taxes) and its Attachment Nr. 11. in connection with the EKAER-system introduced by the Order Nr. 50/2014 of the Ministry of Economics. We shall not control the accuracy and completeness of data and documents provided by the customer.

Returns of packaging as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

In case of the provision of a truck or a container transport, demurrage shall be invoiced per hour or part thereof in excess of the two hours granted for both loading and unloading.

Invoices shall be payable immediately without any deduction. Cash on delivery will only be accepted for national transport and is limited to a maximum amount of HUF 400,000.— and is subject to national and international restrictions. All of our offers shall be non-binding and subject to confirmation. Moreover, we reserve the right to change air and sea freight rates at any time without prior notice.

Upon your express written request, we will take out transport insurances and insurances for goods in stock against risks such as fire and damages from burglary and storm. We recommend you to take out a transport insurance for goods worth more than HUF 3,000.— per kg, for sensitive goods (i.e. fragile or theft-prone goods) as well as for cross-border transports. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.

Offers must be kept confidential and may not be disclosed to a third party.

You can view our data protection information in accordance with Art. 13, 14 GDPR and our data protection declaration on our homepage (<https://www.gw-world.com/privacy-policy/>).

The laws of Hungary, excluding international private law principles, shall apply. Budapest (Court of the province Pest) and the location of our commissioned branch subsidiary shall be agreed as place of jurisdiction.

We reserve the right to assert a claim against the customer before any other legally permissible court.

By placing an order the customer expressly declares that he has read, understood and accepts our General Terms and Conditions.