

General Terms And Conditions For The Provision Of Transport Services By WYSOCZAŃSKI Grzegorz Wysoczański

Version valid from 02/12/2019

1. The freight price includes all costs and tolls (all in). The price is supplemented by VAT in the amount consistent with the current legal status.
2. Payment for services rendered by us shall be unconditionally made by bank transfer within 30 days from the performance of the transport service.
3. The first 24 hours of loading and unloading, as well as Saturdays, Sundays and public holidays, alongside stops at borders and waiting time at the Customs Office are all free of parking charge. Moreover, a stopover is charged 200 € for each commenced day.
4. In the event of cancelling or withdrawing of the order by the ordering party on the day of loading, we reserve the right to charge a contractual penalty in the amount of 50% of the gross freight.
5. In the case of international road transport, WYSOCZAŃSKI Grzegorz Wysoczański takes on the rights and obligations of the contractual carrier, on the terms provided for in the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 19/05/1956 (Journal of Laws of 1962, , No.49, item.238, as amended) and is liable for non-performance and improper performance of the service only on the terms specified for international carriers in the CMR Convention.
6. In the case of forwarding or domestic road transport, WYSOCZAŃSKI Grzegorz Wysoczański is responsible for the shipment on the terms specified in the Transport Law.
7. If WYSOCZAŃSKI Grzegorz Wysoczański does not indicate the delivery date in writing, he is obliged to deliver the goods within a reasonable time.
8. The ordering party may not set off their receivables against the receivables for WYSOCZAŃSKI Grzegorz Wysoczański
9. In the event of improper performance of the contract by WYSOCZAŃSKI Grzegorz Wysoczański, the ordering party is entitled to compensation provided for in the CMR Convention, transport law or other applicable legal acts. No contractual penalties may be claimed against WYSOCZAŃSKI Grzegorz Wysoczański
10. The relationship with the Principal is governed by Polish law and Polish jurisdiction.
11. Any disputes regarding the implementation of the orders entrusted to us will be considered by the functionally competent District Court in Sieradz, Krosno, Gorzów Wielkopolski or Siedlce, and in the case of a regional court, the District Court in Poznań shall be the competent court.