

General Terms and Conditions - Gebruder Weiss Sp. z o.o.

1. The current version of the “Polish General Forwarding Rules” (PGFR 2022) as is available at <https://www.gw-world.com/pl/stopka/> shall apply unless there is a per se conflict with any mandatorily applicable statutory provisions or international conventions (e.g. CMR, Montreal Convention, Warsaw Convention, CIM, Hague Rules, etc.).
2. No provision of PGFR 2022, in particular its § 14 shall be construed as any agreement of an aggregate limit of liability above the limit provided in the applicable international convention; therefore, § 14 of the PGFR 2022 in particular does not constitute an agreement to a higher aggregate limit of liability pursuant to article 25 of the Montreal Convention.
3. 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.
4. The limits of liability according to the applicable transport regulations (such as CIM, CMR, Hague Rules etc.) apply even if the documents accompanying the goods or issued by us cite a goods or insurance value higher than the liability limits set by the above-mentioned regulations. These liability limits can only be exceeded by means of a written agreement between the customer and us, submitted before the goods are handed over for shipment; entries in the bill of lading or any other written or oral information about the goods value or expressing an interest by the customer or by third parties do not override or increase the limits of liability and therefore do not represent a declaration of value or interest.
5. Within the limits and to the extent allowed by applicable law, the liability limitations set out in PGFR 2022, in particular its § 14 shall apply to all services rendered by Gebruder Weiss Sp. z o.o., unless provisions of either statutory law or any form of agreement between the parties stipulate lower liability limitations.
6. We are entitled to have a domestic or foreign partner company of our choice execute any of the orders placed with us. To the extent and insofar as we should be liable for any of their services towards our customer, our liability towards our customer is limited to the liability of the partner company in question towards us. Should respective provisions of law or PGFR 2022 further limit our liability in these circumstances, such further liability limitations shall apply.
7. All air freight shipments are subject to security checks, unless the customer is a “known consignor”. The customer agrees that goods handed over for shipment are manually checked and the packaging may be opened for this purpose. Our liability is limited to intent or gross negligence, evidence of which is to be provided by the customer. However, an obligation on our part to perform such a security check is not implied.
8. We are entitled to issue shipping documents, in particular bills of lading, air waybills etc.; in such a case, we always act in the name and on behalf of and at the risk of the customer or sender.
9. Our duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with mandatorily applicable 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 regarding import, export or transit) 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 and hold us harmless from any and all claims. The customer shall also be obliged to guarantee the safety of the supply chain to us.
10. A separate order is required for the transport of dangerous goods (defined as such pursuant to ADR/RID/IMDG/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.
11. 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).
12. Requests for return of packaging within the meaning of the packaging ordinance 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.
13. 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 four hours granted for both loading and unloading.

14. In view of our liability risk in this respect, we reserve the right at our own discretion to refuse to accept or execute orders for customs declarations issued by the customer, in particular under procedure 4200, even if we have a permanent business relationship with the customer or are contractually bound to the customer on the basis of an upright framework agreement: Any agreed periods of notice shall not apply to the rejection of orders for customs declarations; we shall inform the customer immediately of any such rejection.

15. Invoices shall be paid immediately without any deduction. Cash on delivery is limited to a maximum amount of EUR 500.— or its equivalent in Polish zloty, 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.

16. 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 to be transported. 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. Neither such an insurance order nor an order for a higher insurance value represents a declaration of value or interest and therefore do not lead to increased limits of liability under the applicable transport regulations.

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

18. 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/>).

19. The laws of Poland, excluding international private law principles, shall apply. Krakow 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.