

General transport conditions

I. GENERAL PROVISIONS

Article 1: Scope of Application.

- a) The present General Conditions shall apply to transactions between traders for all operations of the Freight Forwarder pertaining to the conduct of the carriage.
- b) The General Conditions prevail over any different local commercial customs and business usage, as well as different legislative provisions and provisions of international conventions, unless the latter are *ius cogens*.

Article 2: Freight Forwarding Contract.

- a) Assignment of Freight Forwarding Services is the contract by virtue of which the Freight Forwarder undertakes, against payment, the obligation towards the sender or the consignee of the goods to carry them to the place of delivery, not conducting the carriage himself, but finding the carrier who shall carry the goods and with whom the Freight Forwarder concludes a contract of carriage in his name but on behalf and for the account of the sender or the consignee.
- b) The Freight Forwarder may act as a carrier in the performance of the carriage.

Article 3: The conduct of relevant operations by the Freight Forwarder.

- a) The Freight Forwarder undertakes, following a special agreement, except for the conduct of the carriage, all the related operations such as transshipment of goods, storage, clearance, insurance and any other relevant operations what so ever.
- b) The General Conditions shall apply to the businesses of the Freight Forwarder relating to the conduct of carriage only, unless there has been a different written agreement with the Customer.

Article 4: Obligations of the Customer.

- a) The conclusion of the contract for the conduct of carriage by the Freight Forwarder is binding for the Customer.
- b) The Customer shall bear all expenses and fees arising from the performance of the said contract.
- c) The Customer is required to take all necessary steps for the performance of the contract. The Freight Forwarder shall not be held liable for any consequential loss may arise to the customer from non-performance or delayed performance of the contract.

Article 5: The Customer's instructions.

The Freight Forwarder is obliged to follow the Customer's instructions arising from the said contract and contained in it. In the event of any lack of instructions of the Customer's part to the Freight Forwarder the latter shall decide at his discretion. The Customer shall be liable for any consequences that may arise from erroneous or incomplete instructions.

Article 6: The contents of the order addressed to the Freight Forwarder.

- a) The order addressed to the Freight Forwarder should contain the precise address of the consignor and the consignee, the place of loading and delivery, the nature of the goods, the quantity, the contents of the boxes, their dimensions, their gross weight and any other necessary particulars required for the performance of the carriage. The Customer shall bear liability for damage resulting from incomplete or erroneous particulars. If the Freight Forwarder has not been given a relevant order in writing, he shall not be obliged to check or fill in the said particulars or other statements of the Customer.
- b) The Freight Forwarder is obliged to weigh the goods provided there is an order in writing to do so.

General transport conditions

c) The Freight Forwarder shall enter in the receipt issued by him the content, value, quantity, weight and packing of the goods in transport as provided by the Customer.

Article 7: Goods In Transport.

a) The Freight Forwarder is not obliged to undertake the carriage of goods that may be hazardous to individuals, animals or to goods or that, by their nature, are susceptible to deterioration, normal wastage unless there is prior agreement to that effect in writing. If such goods have been given to the Freight Forwarder without any prior agreement, the Freight Forwarder is entitled, if circumstances require, to selling them or even, in case of imminent danger, to destroy them. The Customer is liable for any damage that occurs and shall bear liability for all associated expenses.

b) If, due to erroneous or incomplete instructions, the Freight Forwarder undertakes the care of the carriage of goods which by nature cannot be accepted, or can only be accepted subject to special circumstances, for instance i.e. explosives, inflammable or corrosive substances, radioactive agents or fume-emitting substances, the order shall be deemed null and void. If, however, the carriage is performed, the Freight Forwarder shall not bear responsibility for any damage or expenses that may occur. On the other hand he shall be entitled to take any necessary steps to protect the rest of the goods in transport, the individuals and the environment, and the Customer shall bear liability for the expenses thereof.

Article 8: Burden of Proof.

The Freight Forwarder shall not be liable for damage caused due to indications, notifications or instructions orally furnished by the Customer unless he has confirmed the same in writing.

Article 9: Customer's Address.

The Customer is obliged to state his address or any change of address to the Freight Forwarder without delay. If he fails to do so, the latest address provided to the Freight Forwarder shall apply. The Freight Forwarder shall not be liable for damage occurring due to any erroneous address given by the Customer or due to incomplete or insufficient information pertaining to the change of the Customer's address.

Article 10: Dispatch of Documents.

a) The Freight Forwarder is not obliged to post registered letters or to insure the transport of documents, unless there are instructions in writing to this effect.
b) The Freight Forwarder is not obliged to examine the authenticity of the signatures placed on statements relating to the goods in transport or on other written texts or to check the authorization for signing the same, unless it has been agreed otherwise in writing.

Article 11: Revocation of Order.

The Customer is entitled to revoke the order at any time, unless the Freight Forwarder has already concluded a contract of carriage with a third party. In this case, the Consumer shall bear all expenses and fees as well as any actual or consequential loss may incur from the revocation of the order.

Article 12: Carriage of Goods with the Groupage System.

The Freight Forwarder is entitled to undertake the carriage of goods with the GROUPAGE system, namely together with other goods belonging to other Customers, provided it has not been agreed otherwise in writing.

General transport conditions

Article 13: Assignment of Claims.

The Customer may assign to third parties claims that he has against the Freight Forwarder and file a claim against the Freight Forwarder in the name of or on behalf of a third party only in the event that such claims against the Freight Forwarder are substantiated in accordance with the terms of the present General Conditions and not in relation to any other terms that may arise from special agreements of the contract.

Article 14: Special regulations for carriage to and from a port.

a) In the event of carriage to and from a port, the loading and unloading shall be performed in accordance with the regulations and rules of operation in force at each port and the terms and conditions included in the bill of lading or the charterparties issued by marine companies or ship owning companies.

b) The agreed prices do not include extra expenses arising from loading, transshipment or unloading of cargo at night, at weekends or during an official holiday, etc.

c) When the Freight Forwarder undertakes the carriage of goods at the port of loading, he shall not be liable for possible delays of the vessel, for deficiencies in the cargo, delays on the part of the vessel, for detention of the vessel, for storage costs, for unloading or for any damage that marine companies or their agents may cause.

The Customer shall bear all the said special expenses.

II. ALLOWANCES - PAYABLE AMOUNT

Article 15: Freight Forwarder's payment, expenses.

a) The sum to be paid to the Freight Forwarder for the conduct of carriage shall be fixed following an agreement between the contracting parties.

b) Unless there is explicit agreement to the contrary, the payment along with the expenses shall be paid in advance upon receipt of the goods when the Customer is the Consignor and prior to the delivery of the goods when the Customer is the Consignee.

c) The Freight Forwarder's invoices shall be paid in cash. The Customer shall be in default within 15 days at the latest as of the issue of the invoice, without any prior extrajudicial notice or another condition, unless such default occurs sooner in accordance with the law. In the event of default by the Customer, the Freight Forwarder shall be entitled to ask for default interest.

Article 16: Agreement on the price and performance.

a) The Freight Forwarder's offers and agreements pertaining to prices and performance shall always involve only the express said performance of the Freight Forwarder or/and of third parties and, unless something else has been agreed upon, they shall only involve goods of regular volume, weight and quality. These offers presuppose ordinary and unimpeded circumstances throughout the carriage of goods. Special reference should be made to subsequent dues and expenses. The Customer shall bear responsibility for the payment of duties, taxes, rights and expenses of third parties as well as the cost of rendering of any special services.

b) Potential increases in the amounts of freight payable to the Carriers or in customs duties; changes to the exchange rate of foreign currency, to taxes, charges and so forth that were unpredictable and unforeseen shall justify proportional adjustments to the payment and expenses of the Freight Forwarder.

Article 17: Non-acceptance of cargo.

If the Consignee denies accepting the transported goods, the Freight Forwarder shall be entitled to return them to the Customer at the latter's expense. The

General transport conditions

Customer shall bear the risk for the return of the goods. The Customer shall be held liable for any expenses resulting from the non-acceptance of the goods on the part of the Consignee.

Article 18: Set-off.

The claims for the payment and expenses of the Freight Forwarder arising from the conduct of the carriage shall not be offset.

III. DELIVERY OF GOODS

Article 19: Delivery of goods.

a) The delivery of goods shall be affected on signing the shipment documents, such as bill of lading etc or delivery notes to the Consignee mentioned in the aforementioned documents or to the authorized person mentioned as above.

b) If the Consignee denies to accept the goods or if for some reason, for which the Freight Forwarder is not liable, the delivery of the goods does not take place, the goods shall be placed in an area of the Freight Forwarder's choice, the Customer shall bear the risk and the expenses and the Freight Forwarder shall not be obliged to insure them. In addition, the Freight Forwarder shall not be liable for auction sales, confiscation etc that may be imposed on the goods in accordance with the law in effect in the country in which the goods were not delivered.

Article 20: Delivery of goods against cash on delivery.

The delivery of the goods against cash on delivery presupposes a special and express order on the Customer's-Consignor's part. A sole use of the phrase "C.O.D" (cash on delivery) on the invoice shall not be binding for the Freight Forwarder to deliver the goods against payment.

IV. DEADLINES, IMPEDIMENTS

Article 21: No liability arising from the non-observance of a deadline.

In the absence of a prior agreement in writing, the Freight Forwarder shall not guarantee either a specific date for delivery or a specific order list of priority for the carriage. The simple notification of the date of delivery on the Customer's part shall not create an obligation on the Freight Forwarder's part. The Freight Forwarder shall not be liable for the consequences that may arise due to incorrect information provided by carriers or their agents in relation to the dates or the terms of carriage, discharge or delivery of goods.

Article 22: Impossibility of performance, inadequate performance.

The Freight Forwarder shall be released from all or part of his liability if, due to events for which he is not responsible, he is unable in whole or in part to fulfill his obligations, for as long as these events last. In such a case the Freight Forwarder shall be entitled to rescind from the contract, even in the event that he has partly carried out the order. In this case, the Freight Forwarder shall be entitled to reclaim any expenses incurred.

V. INSURANCE ON GOODS

Article 23: Insurance on goods.

a) The Freight Forwarder shall be obliged to insure the goods on the Customer's behalf only if he has been given an explicit order in writing, in which the amount insured as well as the risks covered shall be mentioned.

b) The fact that the Freight Forwarder has insured the goods of the same Customer under previous contracts of carriage does not give rise to any obligation on the

General transport conditions

part of the Freight Forwarder to insure any subsequent goods belonging to the same Customer. A simple reference to the value of goods cannot be regarded as an order to insure.

- c) The Freight Forwarder shall not undertake the insured's obligations upon receipt of the insurance policy. He shall, however, be required to take all the necessary measures for the maintenance of the claim arising from the insurance contract.
- d) If the Customer does not specify the covered risks in writing, the insurance on the goods shall cover all the usual risks and exclusions specified by the insurance company.
- e) The Freight Forwarder can never be regarded as a co-insurer.

VI. TEMPORARY STORAGE

Article 24: Temporary storage in privately owned warehouses or in those owned by third parties.

- a) The goods shall temporarily be stored, at the Freight Forwarder's discretion, in his own warehouses or in those owned by third parties (either privately owned or owned by the State).
- b) If the Freight Forwarder temporarily stores the goods in a warehouse owned by a third party, the same conditions shall apply to his relationship with the Customer as the ones that apply to his relationship with this third party. The Freight Forwarder shall be obliged to send the conditions of storage to the Customer upon request.
- c) The Freight Forwarder is obliged to ensure the safety or the protection of the storage areas only if the same belong to him or are rented by him and only if such an obligation is dictated by good faith and business usages or at the Customer's request.

Article 25: Entrance into the warehouse.

Any inspection or sample taken from the goods, which is required while the goods are temporarily stored, must be agreed in advance. The inspection or removal of the sample shall only be performed in the Freight Forwarder's presence or in the presence of one of his employees who has been instructed accordingly.

Article 26: Right to sell the temporarily stored goods.

- a) In the event that the party entitled to take delivery of the temporarily stored goods refuses to collect them, the Freight Forwarder shall be entitled to sell them, following the lapse of 6 months, provided he has sent a registered letter to this effect prior to the lapse of the 6-month period.
- b) The sale price of the items shall be given to the party entitled to receive them, following a deduction of the amount corresponding to the fees and expenses of the Freight Forwarder.

VII. PRIVILEGES

Article 27: Security for Claims.

The Freight Forwarder has a lien over the goods for any fallen due claim arising from the conduct of the carriage as well as the right to retain the goods. The said privileges secure not only any claims whatsoever relating to the goods that the Freight Forwarder has in his possession but also to any relating to the goods already delivered. In the event of loss of or damage to the goods, the Freight Forwarder's claims shall be met from any insurance indemnity that may have been paid.

General transport conditions

VIII. FREIGHT FORWARDER'S LIABILITY

Article 28: Extent of Liability.

a) The liability of the Freight Forwarder shall be limited or he shall be relieved from such liability in accordance with the preceding provisions or those, which follow. The Freight Forwarder shall be held liable if the damage occurred by fraud or gross negligence of him or his employees.

b) The provisions of international conventions on carriage regulating the limitation or the release of the carrier from liability are directly applicable to the Freight Forwarder's liability.

Article 29: Limitation of Freight Forwarder's Liability.

a) If the Customer's instructions evidenced in the Freight Forwarding contract place limits on the Freight Forwarder's freedom to act, then there should be respective limitation of his liability. If damage to the goods occurs which is directly connected to the Customer's instructions, the Freight Forwarder shall be released from his liability.

b) The Freight Forwarder's or the carrier's liability towards the Customer cannot exceed that of their agents or foreign representatives in respect of the laws, the provisions, the rules and the customs in effect in the country of the said agents and foreign representatives.

Article 30: Maximum Limits of Liability.

Should the Freight Forwarder be found liable for damage to the goods or loss or delayed arrival of the goods in transport whether the above is imputable to the Freight Forwarder's own fault or to the fault of other carrier to whom the performance of carriage has been assigned, the redress to be paid shall be limited to the limits provided for in the international conventions ratified in Greece by law which determines the relevant contract of carriage.

Article 31: Goods of Great Value.

As for goods the value of which exceeds the maximum limits of the Carrier's responsibility provided for in international conventions ratified in Greece by law, as well as for money, documents, bills of exchange, work of art and jewellery, the Freight Forwarder shall be liable only if the carrier has given him a written indication of the value of the goods in transport in sufficient time for the Freight Forwarder to be in position to accept the order or refuse it in writing.

Article 32: The Freight Forwarder's release from liability.

1) The Freight Forwarder shall not be liable for:

a) Damage owing either to theft as defined in article 374 [c] of the Penal Code or to robbery as defined in article 380 of the Penal Code.

b) Damage owing to the existence of legal or administrative restrictions and difficulties upon performance of the contract of carriage (lack of or delayed receipt of documents, customs clearance certificates, import or export documents etc.) The Freight Forwarder shall not be liable for carriage costs, costs for clearance, duties, taxes and other expenses, which have erroneously been imposed by the relevant authorities.

c) Loss of or damage to goods owing either to error by the carrier during loading or to a defect in the goods or to insufficient or defective packaging. In such cases, the Freight Forwarder is authorized to take note of reservations expressed by the carriers, warehouse-keepers and consignees relating to the packaging of the goods.

d) Damage which could not have been avoided even if the Freight Forwarder had shown all due diligence, care and attention and had taken all the necessary steps

General transport conditions

to avoid the damage; or damage caused due to the fact that it was impossible to take such steps.

e) Damage owing to keeping the goods in an open area, if this had been so agreed, or if another way of keeping the goods was impossible due to the nature of the goods or to the circumstances.

f) Damage owing to force majeure, bad weather conditions, damage to machines, wiring systems, other goods, damage caused by animals or normal wastage of goods due to their nature. In such cases, the Freight Forwarder shall be liable only if it is presumed that he deliberately caused the damage.

g) Damage owing to slight negligence of the Freight Forwarder or his agents.

h) Damage, which occurred while the goods were in the port's warehouses, in a bonded warehouse or in another public warehouse.

2) If, under the circumstances, damage was likely to have occurred owing to the above risks, then it is presumed that the risk did indeed occur owing to the above risks.

Article 33: Discharge of Freight Forwarder's Liability.

The Freight Forwarder's liability ends with the actual and unreserved acceptance of the goods on the consignee's part, as defined in article 19 hereto.

Article 34: Immediate, written notice of damage.

a) Any damage, even if it is not apparent, should be notified to the Freight Forwarder in writing immediately upon delivery of the goods. If the Freight Forwarder delivered the goods, the notice for the damage occurred must be given to him no later than 6 days from the incident.

b) In the event of failure to comply with the above obligation, it shall be presumed that the damage occurred after the delivery of the goods.

c) If notice of the damage is given at some point when the Freight Forwarder cannot take steps against third parties, he shall not bear any responsibility for the consequences.

Article 35: Calculation of loss.

If the indemnity the Freight Forwarder is required to pay amounts to the value of the goods, he shall be obliged to pay only if the ownership of the goods is transferred to him and the claims of the Customer or the consignee against third parties are assigned to him including the insured amount in relation to the goods.

Article 36: Freight Forwarder's liability in multimodal transport.

If the carriage is based on a consolidated contract (multimodal transport), the Freight Forwarder shall be liable for damage, or loss of the goods in transport in accordance with the law governing the Freight Forwarder's liability of the last mean of transport.

IX. STATUTE OF LIMITATION

Article 37: Statute of Limitation.

a) Claims against the Freight Forwarder are time barred according to the terms set forth in law or international conventions.

b) In case of total loss, the limitation period shall commence from the date on which the goods should have been delivered and in any other case from the date when the goods were delivered or offered to the consignee.

General transport conditions

X. PLACE OF PERFORMANCE, JURISDICTION, APPLICABLE LAW

Article 38: Place of Performance, Jurisdiction and Governing Law.

- a) The place of performance of the Freight Forwarding contract shall be considered to be for all parties involved the registered office or the branch office of the Freight Forwarder to which the order to transfer goods is addressed.
- b) In the absence of an express exclusive jurisdiction clause in the bill of lading, the competent court for the resolution by any party of all claims arising from or closely connected to the Contract shall be the Court of the Freight Forwarder's registered head office.
- c) Greek law shall apply to the legal relations between the Freight Forwarder and the Customer or his successors.

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