

CHAMBER OF COMMERCE AND INDUSTRY OF SLOVENIA FORWARDER'S SECTION

GENERAL SLOVENIAN INTERNATIONAL FORWARDER'S CONDITIONS

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General Slovenian International Forwarder's Conditions



I. APPLICATION

Article 1

These General Forwarders' Conditions apply to all forwarding operations.

The contracting parties are deemed to have agreed on the application of the General Forwarders' Conditions if the Forwarder has informed his Customer in writing that his business operation is based on these General Forwarders' conditions and the Customer has not explicitly and in writing excluded their application.

Article 2

The forwarder shall organise the dispatch and conveyance of goods by all means of transportation and on all transport routes.

Under the forwarding contract the Forwarder agrees to enter, for traffic of certain goods, into the transport contract and other contracts required for performance of the transport, in his name and for his Customer's account, in the name and for the account of his Customer and/or in his own account, as well as to perform other current services and activities, and the Customer agrees to pay him certain remunerations.

Forwarders' services include in particular:

- Expert advice and participation in negotiations concerning the conclusion of international sales contracts relating to transport, insurance, customs clearance etc.;
- Specification of the most favourable transport routes and clauses to be applied to the international sale and the international transport of goods in order to safeguard the Customer's interests;
- Provision of privileges, rebates and other facilities from foreign and local carriers as well as from other participants;

Organisation of groupage service;

Organisation of multimodal and integral transport of goods as well as physical distribution of goods following the "door-to-door" system;

Conclusion of transport contracts in all transport branches;

Conclusion of contracts on loading, unloading, transshipment, sorting, packing and/or performance of these and other similar services;

Conclusion of contracts on storage of goods and/or storage of goods;

Conclusion of insurance contracts;

-Representation in customs clearance and performance of custom-house formalities;

-Sampling, assesment of the quantity of goods except issuance of certificate;

-Collection of payments for the goods delivered;

-Issuance of Forwarder's Certificate of Receipt as foreign trade payment instrument as well as issuance of other FIATA documents;

-Drawing up or acquisition of transport and other documents;

-Verification of shipping documents and computation of transport and other costs;

-Taking of measures for compensation in case of loss, damage or delayed delivery of goods;

-Acquisition of transit bonds and other documents,

- Organisation of reicing, feeding and watering of live animals;
- Performance of services at international fairs, independent and special exhibitions and similar events at home and abroad;
- Local forwarding activity;
- Other services customary in international forwarding activity.

II. OFFER

Article 3

The Forwarder's offer shall cover only those services that are explicitly listed therein.

Article 4

The validity period of the offer shall last only to the date specified for its acceptance.

Article 5

The offer in the form of lump sum (flat rates for all forwarding and/or transport phases), that among other covers freight, customs, storage and other similar expenses, is considered to be based on the circumstances prevailing at the time when the offer was passed.

The expenses not included in the flat rates shall be paid by the Customer to the Forwarder separately.

III. ORDER

Article 6

The dispatch and conveyance of goods along with services relating to the dispatch of goods, shall be effected by the Forwarder on the basis of the Customer's order. The order shall include all necessary information on the goods and their properties, detailed instructions about their dispatch and services related to the dispatch, as well as other data required for correct and timely execution of the respective order.

Article 7

The Customer shall inform the Forwarder of those properties of goods that might threaten the safety of persons or goods or of the incurred damage.

Whenever the consignment contains valuables, securities or other valuable articles, the Customer shall inform the Forwarder thereof as well as of the respective value at the time of submittal for dispatch.

Article 8

The Forwarder shall strictly observe the Customer's order. The Customer shall inform the Forwarder of his eventual transfer or rights under the forwarding contract to a third party.

Unless otherwise agreed, the Forwarder shall be held responsible to the third party within the limits of his obligations towards his Customer.

Article 9

The Forwarder having been given the order shall be deemed to be also authorised to pay the freight, duties and other expenses.

The Customer shall in due time give at Forwarder's disposal the resources necessary for payment of the expenses mentioned in the first paragraph of this Article; in case of the contrary he shall bear the consequences.

Should the Customer instruct the Forwarder to apply for the resources from the second paragraph of this Article to the Customer's business partner, the Customer shall preliminarily put his business partner under such obligation. In such cases the Forwarder shall collect the money at the expense and risk of the Customer, whereby the Customer shall remain liable to the Forwarder if for any reason beyond his control he fails to collect the money for expenses from the Customer's business partner.

Article 10

In principle the order shall be given in writing. An order given orally, by phone, cable or telex shall in principle be confirmed in writing, possibly on the same and at the latest on the subsequent working day.

If an order is given orally, by phone, cable or telex and is not subsequently confirmed in writing as indicated in the preceding paragraph, the Forwarder shall not be held responsible for any harmful consequences.

Whenever an order is evidently incomplete, vague or contradictory, the Forwarder shall ask the Customer for the necessary clarifications in due time.

If under given circumstances the Forwarder cannot obtain required clarification and the case does not allow for any delay, he shall proceed with the diligence of a good master, thereby protecting his Customer's interests and informing him immediately thereof.

Article 11

The Customer shall bear all consequences due to an incorrect, incomplete, vague, contradictory or delayed order.

Article 12

All documents required for execution of the order shall be submitted by the Customer to the Forwarder in due time.

The Customer shall also be deemed not to have timely submitted the necessary documents to the Forwarder in the cases when his business partner has failed to submit such documents to the Forwarder in due time.

The Forwarder shall not be held responsible for hidden inaccuracy of the document.

All consequences resulting from inaccurate documents or their delayed submittal to the Forwarder shall be borne by the Customer.

Article 13

The Forwarder executing the order by collecting the Customer's charges from the consignee shall not check the justification of the order nor shall assume any warranty.

Should the consignee refuse to take over the goods, the Forwarder shall inform the Customer thereof and shall at the same time take necessary measures for preservations of the goods pending further order.

The Customer shall pay to the Forwarder a special fee for the services mentioned in the preceding paragraphs and shall indemnify for any expenses relating to the collection of charges.

Article 14

Whenever the Customer alters his order that has already been under execution, the Forwarder shall, if possible, act in compliance with the altered order, without taking any responsibility for the consequences due to the alteration of the order.

Article 15

Whenever the Customer cancels the order, he shall indemnify the Forwarder for the rendered services as well as for the incurred expenses.

IV. RECEIPT AND DELIVERY OF GOODS

Article 16

The Forwarder has received the goods when he has taken them over in view of forwarding.

The delivery of goods is considered to be effected on their handing over their carrier.

Unless otherwise agreed, the Forwarder may himself effect the transport, as a whole or partly.

If the transport is effected by the Forwarder the latter shall have the rights and the obligations of the carrier.

Article 17

The Forwarder shall keep the Customer informed about the main transport phases of his goods.

Article 18

If the Customer has concluded a marine transport contract he is also obliged to agree on the terms and conditions of loading and unloading such as customary in the respective ports.

The costs due to the failure of the port authority or of the ship-owner to fulfil the loading or the unloading requirements customary in the respective port, shall be borne by the Customer.

The Customer shall further bear the costs resulting from the congestion of the port, the harbour, the marshalling yard, the groupage station and other traffic points, from lack of storage place, shortage of the means of transportation, waiting of the ship in the port, waiting of other means of transportations in ports and at railway stations, from overtime work, waiting on holidays and Sundays as well as from the work interruption due to bad weather.

Article 19

The Forwarder shall not be held responsible for the information supplied by the ship-owner and his agent about the movement of the ship and its arrival, not for the information supplied by other carriers. The Forwarder shall check the data relating to the ship operation, in particular those concerning time sheet, lay days demurrage, and he shall be held responsible for these data.

Article 20

The demurrage for consignments where the Forwarder is, according to the shipping documents, acting as a consignee and which is not due to any proven Forwarder's fault shall be borne by the Customer who shall be entitled to the compensation that has caused such demurrage.

V. SHIPPING AND ACCOMPANYING DOCUMENTS

Article 21

With references to the documents required for transportation of goods the Forwarder may use the existing standard forms customary in individual transport branches. If these documents contain clauses that reduce or exclude the carrier's responsibility the Forwarder shall not be held responsible for these clauses.

When the Customer wants to exclude certain clauses in the customary shipping documents, he shall explicitly and timely inform the Forwarder thereof in writing.

The Forwarder shall warn the Customer in the case when the exclusion or addition of clauses in shipping documents might evidently result in harmful consequences.

Article 22

The Forwarder shall not check the authenticity of the authorities of those bearing the shipping documents nor of those who have signed the order.

Likewise the Forwarder having received the order shall investigate neither about the existence of any legal and other obstacles for the dispatch of goods nor about the existence of any imports, exports and transit restrictions and the like. Any eventual expenses incurred in this connection shall be borne by the Customer.

VI. ARRIVAL OF A DAMAGED CONSIGNMENT AND THE RELATED PROCEDURE

Article 23

Whenever a consignment arrives at the destination visibly damaged or showing evident shortage, the Forwarder, if acting as the consignee, shall without delay inform the Customer of the damage of goods and of all events important for the Customer; further it shall take all necessary measures to safeguard his rights towards the person who has been responsible for the damage.

Article 24

If the Forwarder considers it to be in the Customer's interest to take certain actions but cannot obtain Customer's prior instructions, he shall be authorised to take such actions for the account and the risk of the Customer.

Whenever at a certain transshipment point the Forwarder acts both on behalf of the consignor and of the consignee, he shall with due diligence of a good master protect the interest of both and shall keep them informed of his work

Article 25

In case of general average the Forwarder shall inform the Customer of the facts he has learnt.

VII. ROUTING

Article 26

Whenever the order does not contain the instructions on the transport route, means of transportation and the dispatch mode, the Forwarder shall be authorised to select or to combine the elements that are most favourable to the Customer.

Article 27

When the goods are dispatched by railway and the Customer has only indicated the consignee's domicile without the destination station, the Forwarder, if not able to provide from the Customer the necessary clarifications in due time, shall send the consignment to the station whereof the location is most favourable for the Customer.

In this case the Forwarder shall not be held responsible for the selection of the railway station.

Article 28

Unless the Forwarder has received some other explicit order in writing, he may dispatch part loads by groupage transport.

The Forwarder shall issue to the Customer on his demand the customary forwarding certificate of receipt and dispatch of goods.

In this case the Forwarder shall be entitled to the difference in freight due to the groupage transport but not to any special supplementary fee.

Article 29

In his sales contract and in compliance with the parity thereof, the Customer shall bind his partner to follow the Forwarder's instruction for transport.

Should the Customer's partner fail to follow his instructions, the Forwarder shall not be held responsible for the incurred damage.

VIII. DELIVERY TERMS

Article 30

The forwarder shall be held responsible for the dispatch of delivery terms only if he has expressly taken up such obligation, and that only to the extent of the responsibility of the carrier and other participants in the transportation of goods engaged by the Forwarder.

Article 31

At the transshipment point the Forwarder shall act conscientiously and carefully to secure the most efficient transshipment.

The Forwarder shall not be held responsible for the impediments and delays in the transshipment of goods, such as caused by the failure of carriers, transshipment or other organisations or by the effect of force major.

The forwarder shall not be responsible for the carrier's failure to tender the means of transportations in due time nor for the delayed arrival of goods due to traffic jams and other obstacles.

IX. INSPECTION OF PACKING

Article 32

The Customer and/or his partner shall pack the goods with reference to their nature and characteristics as well as compliance with the requirements of transport route and the means of transportation.

The Forwarder shall not be held responsible for the consequences due to the Customer's or his partner's inobservance of the contractual provisions. Should the Forwarder notice that the goods are not properly packed or otherwise duly ready for transport, the Forwarder shall draw the Customer's attention to these deficiencies.

Whenever the waiting for the Customer's elimination of these deficiencies might be harmful for the Customer, the Forwarder shall eliminate them himself at the Customer's expense.

X. ASSESSMENT OF QUALITY

Article 33

Unless otherwise agreed, the Forwarder shall take over the piece goods by the number of pieces only and the goods in bulk according to the Customer's declarations or with reference to the shipping documents, without any responsibility for weight, contents and/or nature of

goods. Weighing, measuring and counting of goods and packages shall only be made on special demand or in case of evident damage and loss of the goods, against payment of the expenses and of the supplementary fee.

The Forwarder may also have the goods weighed by the respective specialised organisation.

XI. SAMPLING

Article 34

The Forwarder shall effect the sampling and the dispatch thereof with reference to the Customer's order. The costs of sampling, dispatch and supplementary fee shall be born by the Customer.

The Forwarder shall only be held responsible for sampling out of the indicated lot of goods.

XII. CUSTOMS CLEARANCE

Article 35

Unless expressly otherwise agreed in writing, the order for dispatch of goods shall be considered to include the order for customs clearance.

In the customs clearing procedure the Forwarder shall act in the name and for the account of the Customer. The Forwarder shall submit the custom's documents on the basis of the data supplied by the Customer and/or his business partner. The forwarder shall not bear any responsibility if the data do not conform to the actual situation. The Customer shall indemnify the Forwarder for the damage caused thereby.

The Forwarder shall be entitled to a special fee for his activity of customs agent.

The order for customs clearance of goods shall not include any Forwarder's obligation to pay the customs duties for the Customer's account.

The Forwarder shall specify the place of customs clearance if it has not been indicated in the order and/or in the regulations.

XIII. INSURANCE

Article 36

The forwarder shall insure the goods against the explicit order relating to each particular consignment. Alone the indication of the consignment value in the order is not sufficient to be

considered an insurance order. Likewise, the insurance of a single consignment does not imply any Forwarder's obligation to insure all subsequent consignments of his Customer.

When the insurance order contains no special risk to be covered by the insurance, the Forwarder shall cover only customary transport risks.

If the Customer has not issued any insurance order or has issued an order for partial coverage, he shall bear all harmful consequences resulting therefrom.

XIV. FEE AND REIMBURSEMENT OF EXPENSES

Article 37

The Forwarder shall be entitled to the fee for his services as well as to the reimbursement of his expenses.

The fee shall be fixed by the tariff or by a special contract.

The Customer shall remain liable towards the Forwarder even if he instructs the Forwarder to collect his fees and reimbursement from third parties.

For services rendered to a foreign Customer the Forwarder shall be entitled to a fee for his services and to the reimbursement of his expenses in the currency of the country of his Customer's seat or, if agreed, in any other currency.

When the Forwarder called before the expiration date pays the difference of freight, customs duties, storage, demurrage and the like, the Customer shall reimburse him such expenses unless they have been included in the flat rates.

Prohibitions and other measures shall not affect the Forwarder's rights towards the Customer, accordingly in such cases all his rights to the fee and the reimbursement of his expenses shall remain intact.

Unless otherwise agreed, the forwarder's invoice shall fall in due within eight days upon receipt. The respective claims shall be raised within the same period of time.

Whenever the claim refers to a part of the invoice only, the undisputed part shall be payable within eight days.

Whenever the Forwarder executing an order advances certain expenses, he shall be entitled to a special commission for the advanced sums. The amount of this commission shall be specified by the tariff and/or by the agreement with the Customer.

XV. FORWARDER'S LIABILITY

Article 38

In any situation the Forwarder shall act in compliance with the Customer's interests and with the diligence of a good master.

When according to the forwarding contract a lump sum (flat rates for all forwarding and/or transport phases) is specified for the execution of the whole forwarding order of goods, it shall cover all fees and reimbursement of expenses relating to all services, i.e. forwarding, transport and all other expenses.

In the cases from the preceding paragraph the Forwarder shall also be held responsible for the performance of the carrier and others who render services included in the lump sum mentioned in the second paragraph of this Article.

In other cases the Forwarder shall be held responsible for the choice of the carrier as well as of other parties with whom he concluded contracts relating to the execution of the order (storage of goods etc), but shall not be held responsible for their performance, except if he has taken up such responsibility under a contract. In such cases the Forwarder shall take up all necessary measures to safeguard the Customer's right to indemnification.

The Forwarder entrusting the execution of the whole order to some other Forwarder shall be held responsible for the latter's performance.

If the Forwarder performs himself even other services covered by the order, practice and general conditions, he shall be entitled to the rights and obligations ensuing from such services.

If the order includes an explicit authority for the Forwarder to entrust the execution of the order to some other Forwarder or if this is evidently in the Customer's interests, the Forwarder shall only be held responsible for his choice, except if he also taken up the responsibility for his performance.

The Forwarder shall be held responsible for the number of pieces as well as for visible marking on the parcels. The Forwarder shall not be held responsible for the weight, volume, quality, contents and value of the goods.

The Forwarder's services is deemed to be performed correctly if the consignment is dispatched in the same condition as it has been received.

The Forwarder shall not be held responsible for the damage caused by the force major or due to the properties of the goods.

The Forwarder shall not be held responsible for the freights, customs duties and other public fees that have been incorrectly charged. He shall raise a claim on an explicit Customer's request only. In this case the Customer shall submit to the Forwarder shipping, customs and other documents required for raising the claim. The Forwarder shall dispatch the documents to the Customer within three days upon their receipt.

Unless there are any objective obstacles, the Forwarder may, on the Customer's request, for the latter's account and his risk, lodge a claim for damage and sue the person with whom he has concluded the contract on the execution of the forwarding order.

XVI. LIEN ON GOODS AND THEIR RETENTION

Article 39

In order to secure the payment of his claims under the forwarding contract, the Forwarder shall be entitled to the lien on goods and to retention thereof, submitted for dispatch and relating to the dispatch, as long as they are kept in his custody or as long as he disposes of the certificate entitling him to such goods.

When the execution of the forwarding order is shared by another Forwarder, the latter shall take care of the payment of the claim as well as of the preceding Forwarder's rights to the lien on goods.

If the second Forwarder settles the Forwarder's claims against the Customer, these claims and the Forwarder's rights to the lien on goods shall pass to him by law. The same applies to the case when the second Forwarder pays the carrier's claims.

Article 40

When according to the Customer's order the goods are placed at the disposal of a third party or are to be delivered to a third party, the Forwarder may use the right of lien on goods for claims against third parties only if the respective claim refers to the goods held by the Forwarder in his custody for the fact mentioned above.