General Terms of Transport Orders

For carriers accepting orders from FHU Iwona Chomicz

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These terms apply where FHU Iwona Chomicz orders carriage from a carrier. Section 13 sets out the waiting charges payable by FHU Iwona Chomicz to the Carrier.

1. Order acceptance

These terms govern transport ordered by FHU Iwona Chomicz (FHU Iwona Chomicz) from the carrier identified in the order (Carrier). They must be made available before the contract is concluded in a form the Carrier can save and reproduce. The Carrier should confirm acceptance by email within one hour of receipt. Failure to respond within one hour of receipt constitutes acceptance of the order for performance on the terms presented. Individually agreed order terms prevail, subject to mandatory law. The version incorporated at conclusion applies; later website updates do not amend an existing order.

2. Loading and unloading checks

The driver shall observe loading and unloading where access is permitted and check matters reasonably accessible to inspection. Any inability to inspect, discrepancy or visible damage shall be recorded with reasons in the consignment note and reported immediately to FHU Iwona Chomicz. The Carrier shall not certify the unseen contents of a sealed container or break a seal without lawful authority.

3. Suitable equipment and securing

The Carrier shall provide a roadworthy, suitable vehicle, container chassis and securing equipment, observe lawful weight and axle-load limits and properly secure the container and any cargo within its control. It shall verify chassis locking devices before departure. Responsibility for inaccessible internal stowage in a sealed container remains subject to the agreed scope and applicable law.

4. Consignment note and delivery evidence

The driver shall carry a suitable blank CMR or domestic consignment note unless lawful electronic documentation is used. Actual loading and unloading dates and receipt by the consignee shall be recorded. Obtain the recipient's signature or valid electronic confirmation and, where used, its stamp. Request missing information from the recipient; do not alter its certification or invent confirmation.

5. Timely vehicle presentation

Late presentation of the vehicle for container collection, loading or unloading, or failure to undertake the order, entitles FHU Iwona Chomicz to cancel the order and impose a contractual penalty equal to three times the agreed freight charge. FHU Iwona Chomicz also reserves the right to claim damages exceeding the contractual penalty if its loss is greater.

6. Delivery scans

Send a legible scan or photograph of the signed CMR or other proof of delivery to invoice@fhuchomicz.pl promptly, and no later than 24 hours after unloading. Identify the FHU Iwona Chomicz order number. If confirmation cannot be obtained, report the reason immediately and provide the available evidence; supply the missing document promptly once obtained.

7. Transshipment

Transshipment, unloading into storage or transfer of the cargo or container to another vehicle requires FHU Iwona Chomicz's prior email approval, except where mandatory law or an immediate safety emergency requires action. In that event, the Carrier shall promptly notify FHU Iwona Chomicz, protect the cargo and document the reason, location and custody transfer.

8. Transport updates and incidents

Before presentation, provide tractor and trailer registrations, the driver's name and contact number. Confirm container collection, arrival, completion of loading or unloading and container return. Obtain arrival and completion times on the consignment note or waiting record; report any refusal to confirm them.

Report delay, breakdown, damage, document discrepancies or other obstacles immediately and within one hour of learning of them, stating the cause and expected impact. Record damage, take photographs where feasible and take reasonable measures to minimise loss and preserve evidence. Operational notifications go to transport@fhuchomicz.pl.

9. Secure parking

Use secure truck parking appropriate to the cargo, route and insurance requirements. For high-risk cargo, plan guarded parking in advance. If unavailable, notify FHU Iwona Chomicz and use the safest lawful alternative, preferably fenced, lit and monitored premises. Lock the vehicle, protect keys and documents, and comply with driving-time and rest rules; these terms do not require unsafe or unlawful driving.

10. Operational changes and obstacles

If cargo is unavailable or loading cannot proceed, seek FHU Iwona Chomicz's instructions before leaving, unless safety or mandatory law requires departure. Changes to the vehicle, loading, delivery or customs-clearance location require prior email agreement. Report missing customs documents or instructions immediately; perform the Carrier's customs-related duties within the agreed scope and applicable law.

11. Carrier liability insurance

Maintain valid carrier liability insurance covering the service, cargo and countries concerned, including relevant theft risks. The insured limit shall be at least USD 100,000 and no lower than the cargo value disclosed before acceptance. Provide evidence of cover for liability concerning the transported container, including empty movements where ordered, and policy and premium-payment evidence on request. Forwarder-only cover does not satisfy the requirement for carrier liability cover. The Carrier shall hold the licences and permits required for the agreed service. Insurance requirements do not constitute a CMR declaration of value.

12. Subcontractors

Further subcontracting requires FHU Iwona Chomicz's prior email consent. Verify the actual carrier's licences, authorisations and suitable OCP insurance, including theft and robbery cover appropriate to the service. Pass on applicable instructions and protect cargo custody. Approval of a subcontractor does not release the Carrier from responsibility imposed by the contract and applicable law.

13. Carrier waiting charges

Within the European Union, eligible waiting runs from the agreed loading or unloading slot until completion of that operation, provided the vehicle arrives on time and is ready. Exclude Saturdays, Sundays, public holidays at the waiting location and delay attributable to the Carrier. Notification does not replace the agreed slot as the starting point for eligible waiting.

The charge is EUR 150 net for each completed 24-hour period of eligible waiting. Less than 24 hours and incomplete subsequent periods carry no charge: 24 hours qualifies for EUR 150; 48 hours qualifies for EUR 300. Add VAT only where legally due. Notify FHU Iwona Chomicz immediately and provide a waiting record showing the times and cause, confirmed by the consignor, consignee or relevant operator. Report any refusal to confirm immediately and provide other available evidence for assessment.

In former CIS countries, the free waiting period is 48 hours, also excluding Saturdays, Sundays and public holidays at the waiting location. In those countries, waiting time is counted from the moment it is reported to FHU Iwona Chomicz.

14. Customer protection and confidentiality

During the order and for three years after its completion, the Carrier shall not actively solicit transport or forwarding business from customers first introduced by FHU Iwona Chomicz through that order in order to bypass FHU Iwona Chomicz. This does not restrict documented pre-existing relationships or necessary operational contact. Breach of this non-solicitation obligation gives rise to a contractual penalty of PLN 50,000, subject to mandatory law, including any applicable right to reduce a penalty.

Protect rates, customer information and container release codes. Disclose them only as necessary for lawful performance, legal compliance or establishing, exercising or defending legal claims. Ensure that drivers and approved subcontractors observe these confidentiality obligations.

15. Jurisdiction

Disputes shall be determined by courts having jurisdiction under applicable law. Where the CMR Convention applies, its Article 31 governs jurisdiction. Nothing in these terms removes a party's right to bring proceedings before a court available under mandatory international jurisdiction rules.

16. Invoices and original documents

Issue and deliver invoices in accordance with applicable law, including KSeF where required. Outside KSeF, email invoices to invoice@fhuchomicz.pl. Send required paper transport originals within 14 days after service completion to FHU Iwona Chomicz, Grabanów Kolonia 40A, 21-500 Biała Podlaska, Poland. Valid electronic originals may be supplied electronically.

Invoices must identify the FHU Iwona Chomicz order number.

Invoices must state the actual loading and unloading dates and the service completion date under section 19. Show net, VAT where applicable, and gross amounts in EUR and PLN, with the exchange rate and its date, using lawful tax conversion rules. Show Polish VAT in PLN. If the structured format cannot carry the supplementary currency information, provide a matching statement. The order determines payment currency and due date; dual-currency presentation does not change either.

17. Required document set

Provide the invoice, completed CMR or domestic consignment note with receipt evidence and, for container transport, collection and return EIR/Interchange records. EIR records shall identify the container, operation date, location and recorded condition. Include other transport or customs documents required for the agreed service. Electronic documents must remain legible and identifiable to the order.

18. Invoice language

Invoices and any supplementary billing statements shall be in Polish or English. Provide explanations of unclear transport-document entries on request. Language requirements do not override statutory invoice-delivery or payment rules.

19. Service completion date

The unloading date shall be treated as the transport completion date and the date of sale shown on the invoice. For container transport, the container unloading date shall likewise be treated as the service completion date, not the date of container return to a terminal or depot. Any agreed container-return and documentation obligations remain binding.

20. Non-performance and remedies

In the event of non-performance or improper performance of the conditions specified in the order, FHU Iwona Chomicz reserves the right to impose the contractual penalties provided for in the order, including, in the cases specified therein, a penalty of up to three times the agreed freight charge. Claims remain subject to mandatory law. The same breach shall not result in duplicate contractual penalties under sections 5 and 20.

21. Electronic records and missing documents

Email collection and return EIR/Interchange records and other operational documents to invoice@fhuchomicz.pl within 24 hours of the relevant operation or, if issued later, their receipt. Identify the order number. Section 6 governs delivery evidence. Correct missing or illegible records promptly. Late documents do not automatically extend the agreed payment term; payment and any lawful remedies remain governed by the order and mandatory law.

22. Applicable law and other terms

Polish law governs, subject to mandatory international rules and the CMR Convention where applicable. The Carrier is responsible within the agreed scope and applicable law. OPWS or other standard conditions apply only if expressly incorporated and supplied before the contract is concluded. No standard terms override mandatory law.

23. Container inspection

At collection, check the container number, visible condition and seal number and condition, where present. For an empty container, inspect cleanliness and visible suitability for the stated cargo. Record discrepancies in the EIR, photograph them and notify FHU Iwona Chomicz before leaving the collection location. If the operator refuses a reservation, report that refusal and retain other available evidence. Repeat visible inspection at return. Do not open a sealed container or interfere with its seal without lawful authority.

24. Container return

Return the container to the designated terminal or depot by the agreed deadline, without unnecessary delay after loading or unloading. Agree changes by email. Immediately report refusal of acceptance, missing appointment, incorrect reference, closure or any other obstacle and request instructions. Provide return evidence. Responsibility for additional container charges depends on the agreed obligations, cause and applicable law.

25. Additional costs

Additional costs outside the agreed freight require prior email agreement identifying their nature, cause and estimated amount. Section 13 governs waiting charges. If necessary, reasonable expenditure is urgently required to prevent imminent damage and prior agreement is impossible, notify FHU Iwona Chomicz promptly and provide supporting records. This requirement does not restrict rights or duties arising under mandatory law.