

GENERAL TRADING CONDITIONS OF KOSOVO INTERNATIONAL FREIGHT FORWARDERS

Based on article 4, topic 2, and article 6, topic 2, of Local and International Freight Forwarding Association of Kosovo, after approval of the draft document by members of association, the Leading Council of Local and International Freight Forwarding Association of Kosovo, in the meeting held on 30/01/2021, approves:

GENERAL TRADING CONDITIONS OF KOSOVO INTERNATIONAL FREIGHT FORWARDERS

I. VALIDITY OF CONDITIONS

Article 1

These general conditions are valid for all freight forwarders work.

It will be considered that parties have agreed on the implementation of the general conditions, if the freight forwarder company informed in written form his customer in the implementation of specific work to operating in accordance with them, while the customer has not dismissed explicitly and in writing their application.

Article 2

The freight forwarder company is the organizer of dispatch and delivery items to all means of transport and all transport routes.

Freight forwarder with the contract is obliged to dispatch – delivery things concluded in his name and for the account of the customer, in the name and for the account of customer, or in his own name and for its own account, to sign the contract of carriage, and the other contracts necessary for the execution of transport, and to organize and perform other common tasks and actions, and the customer undertakes the payment of particular fees.

The work of freight forwarders are:

- Providing professional advises and participation in the discussions of sale with the purpose of concluding the contract over the international sale, from the aspect of transport, insurance, customs, etc;
- Finding the more favorable ways and clauses for the transport which should be used in the selling and international transport of the goods, with the intention of defending the interest of the customer;
- Ensuring the privileges, concessions and other more favorable conditions by the local and international transporters as well as their participation;
- The organizing of summarized transport;

- Organizing of the multimodal and integral transport of goods and its physical distribution of goods through the system "door to door";
- Signing the transport contracts with all kinds of transport;
- Signing of contract for loading, overloading, sorting, packaging, respectively fulfilling of these or other similar work;
- Signing the contract for the storage of goods;
- Signing the contract for the insurance of goods;
- Representation and fulfilling of the duties that are related to the customs of goods;
- Taking samples, conclusion of quantity without providing certificate;
- Participation in the receivable of requests when the goods are delivered;
- Providing the documents of freight forwarder as a payment instrument for international trade, as well as issuing other FIATA documents;
- Providing or filling of the transportation documents and other;
- Controlling the calculation exactness of the transportation documents as well as calculation of transportation and other expenses;
- Taking measures for undamaged, in case of lost, damage or delay while delivering the goods;
- Insuring the transit permissions and other documents;
- Organizing of additional ice, as well as providing food and water for live animals;
- Fulfilling the duties in international fairs, special and independent exhibitions, as well as similar event inside and outside the country;
- Internal freight forwarding;
- Other usual work of trade in the international freight forwarder.

II. OFFER

Article 3

Offer applies only to the freight forwarder for the jobs that are specifically listed in it.

Article 4

The offer is valid only until the deadline for its acceptance.

Article 5

A quotation for a lump-sum amount (fr. forfait) for all stages of the goods transport and agency services, which includes also freight rate, customs agency expenses, storage fee and other similar expenses, is valid under the circumstances existing at the time when the quotation is made.

Any expenses not included in the forfait rate shall be payable by the ordering parties to the Freight Forwarder separately.

The customer cannot assign accepted forfait rates to third parties without the Freight Forwarder's approval in writing.

III. ORDER (DISPOSITION)

Article 6

Shipping items, as well as matters related to shipping matters, the freight forwarder makes based on order (disposition) given by the customer.

The order (disposition) contains all the necessary information about the property and its features, precise instructions about its dispatch and execution of activities related to shipping and also other information necessary for the proper and timely execution of a given orders.

Article 7

The Customer shall notify the freight forwarder of the properties due to the fact that may endanger the safety of persons or property or suffered damages.

When you are in the shipment of valuable items, securities or other valuable things, the ordering party shall notify the freight forwarder and communicate to him their value at the time of delivery for shipment.

Article 8

The freight forwarder is obliged to respect the dispositions of the customer.

The customer is obliged to inform on time the freight forwarder in case it carries the rights of the contract over the expenses of third party. The freight forwarder is responsible before the third party on its limits of obligations towards the customer, unless the contract says differently.

Article 9

When the dispositions are given to freight forwarder, it is considered that it has been given the authority to pay the fare, fees and other costs.

Customer shall in timely manner make available the necessary funds for the payment of costs to freight forwarder under paragraph 1. of this article, otherwise it will face the consequences.

If the customer refers to freight forwarder for the funds in paragraph 2 of this article, to address to the customers business partner, the customer is required to pre-commit to their business partners. In such cases, the freight forwarder shall pay the cost and risk of the customer, so that the customer remains bound to the freight forwarder unless for reasons beyond his reach fails to charge the cost of a business partner.

Article 10

Order (disposition) is generally given in writing. Instructions given orally, by telephone, telegram or telex based on regulations should be checked, preferably in written form, and no later than the next business day.

If the order is given orally, by telephone, telex and telegram and not verified based on the paragraph above, the freight forwarder is not responsible in cases of eventual consequences.

When the order is obviously incomplete, unclear or contradictory, the freight forwarder shall request on time from the customer necessary clarifications.

If the freight forwarder, based on the circumstances is unable to obtain the necessary clarification, and the case does not admit of delay, shall act with due care, protecting the interests of the customer so that he informs him about these actions as soon as possible.

Article 11

The Customer shall bear all the consequences caused by incorrect, incomplete, unclear, contradictory, and late date of disposition.

Article 12

The Customer should deliver on time to freight forwarder all documents necessary for the execution of the order (disposition).

Shall be considered that the customer did not deliver on time documents to freight forwarder in those cases when his business partner did not submit such documents on time.

The freight forwarder is not responsible for hidden failure of documents.

All consequences arising from the failure of their documents or untimely delivered to freight forwarder shall be carried by the customer. The freight forwarder is not obligated to give or take things to the guarantees.

Article 13

The freight forwarder who executes (disposition) the order from the aspect of payment of customers, is not obliged to verify the merits or take any obligations for guarantee.

If the recipient refuses to take things, the freight forwarder is obliged to inform the customer and at the same time to take the necessary measures to preserve the subsequent orders.

The Customer will pay the freight forwarder, for activities in the previous paragraphs, the special compensation for services and compensate him the expenses of collection of claims.

Article 14

When customer change the disposition, whose execution has started, the freight forwarder will act based on changed dispositions, if possible, without being responsible for the consequences caused by the change of disposition.

Article 15

When customer withdraws the given disposition, he will have to pay the freight forwarder compensation for services already made and compensation for expenses.

IV. RECEPTION AND HANDOVER OF GOODS

Article 16

It is considered that freight forwarder has received things, when it took over to execute the order.

It is considered that with the delivery of things to transporters, it has been done its delivery.

Unless otherwise agreed, the freight forwarder can do transportation by himself as whole or partially.

If the freight forwarder made transportation, it has rights and obligations of the carrier.

Article 17

The freight forwarder is obliged to inform the customer about the main stages of transportation of his things.

Article 18

If the customer signed the contract for the transportation of goods by sea, it is obliged to contract also the unloading common conditions in the respective ports.

The customer shall bear the cost created because the failure of port shipping company or organization in the fulfilling of the conditions for landing and boarding as usual.

The customer shall bear the costs that are caused by blocked ports, docks, collecting stations and traffic checkpoints, lack of storage space, lack of means of transport, ship waiting in the harbor and other vehicles in ports and railway stations, extended work overtime, waiting during Sunday and other holidays and interruption of work due to weather.

Article 19

The freight forwarder is not responsible for the content and accuracy of the information carrier and its agent in the movement of the ship's arrival, or for other notification of the carrier.

The freight forwarder is obliged to control the data related to the work done on ship, especially information concerning the calculation of time and the lost days in case of remaining there, and gives responsible for these data.

Article 20

Lost days for the delay of a means of transport associated with consignments whose transport documents identify the Freight Forwarder as the consignee, where the lost days has not arisen from a proven fault on the part of the Freight Forwarder, shall be carried by the customer with the right to claim compensation from the organization responsible for hiding the waiting period.

V. TRANSPORT AND ACCOMPANYING DOCUMENTS

Article 21

In terms of the documents necessary for the transport of goods freight forwarder may serve custom-fit to existing documents - forms that are common in particular branches of transportation. If in these documents does not exist clauses with which it is reduced or excluded the responsibility of carriers, the freight forward is not responsible for the consequences related to the clauses.

When the customer wants to exclude some clauses in the normal transport documents, he is required to expressly in writing and promptly notify freight forwarder.

The freight forwarder is obliged to warn the customer when due to exclusion or inclusion of clauses in shipping documents can obviously harmful consequences arise.

Article 22

The freight forwarder does not examine the validity of the authorization decision supporting documents or who has signed the dispositions.

The freight forwarder, also when receiving the disposition does not examine whether there are legal or other obstacles for shipping things, and if there are import, export or transit restrictions and like that. Potential costs created related to this are charged to the customer.

VI. PROCEDURE AND RECEIPT OF DAMAGED SHIPMENT

Article 23

When the shipment arrives at the destination, either visibly damaged, either with visible deficiency, the freight forwarder, if he is at that point representing the recipient, it is obliged to immediately notify the damage to the customer and for all the events that are important to the customer, and take all necessary measures in order to preserve its rights against the responsible person.

Article 24

If the freight forwarder considers to be in the interest of the customer to take a certain work, and not may obtain its user, it is authorized to perform this action on behalf of and at the risk of costumer.

In cases when freight forwarder represents the receiver and sender it is obliged that with support of an economist to protect the rights of both parties and inform them for the work that he does.

Article 25

The freight forwarder is obliged in the case of general damage, to inform the customer about the facts that he has learned.

VII. BEST POSSIBLE ROUTE

Article 26

When the disposition does not contain an account on road transportation, transportation vehicle and the ways how goods will be delivered, the freight forwarder is authorized to choose, respectively combine the elements which will be more favorable for the customer.

Article 27

When things are shipped by rail, and customer has indicated only residence of recipient, without the destination station, the freight forwarder, if is unable to obtain required clarification from the customer, will sent the shipment to the other station for which evaluates that is the most suitable for the customer.

In this case, the freight forwarder is not responsible for the selection of station.

Article 28

The freight forwarder can deliver a single shipment in collective traffic, if not received any other order in clear way or in written.

With receiving and delivering of goods, the freight forwarder is obliged that, if the customer requires, to release the usual confirmation of freight forwarding.

The freight forwarder has the right to benefit from the difference of the transportation expenses done by collective transport, however in this case it does not have the right for any special additional commission.

Article 29

The customer, in the selling contract, in accordance with principals (trade conditions) from that contract, will oblige its partner, that from the terms of goods transportation, to respect the instructions that freight forwarder will give.

The freight forwarder is not responsible for the damage, in case the customers partner has not respected his instructions.

VIII. TIME LIMITS

Article 30

The freight forwarder is responsible for the shipment or delivery time, only if obliged for this, but even then, in the limits of transporters responsibility and other participants in the transportation of goods who have been engaged by the freight forwarder.

Article 31

The freight forwarder is obliged that in the reloading place of the goods to be honest and careful in his actions, so the reload will be done in a favorable way.

The freight forwarder is not responsible for the obstacles and delays in the reload of things that are caused by the failure of transporter, reloading organizations or due to major force.

The freight forwarder is not responsible for the untimely setting of vehicles by transporter, and by the untimely arrival of the items due to traffic jams and other interference.

IX. SUMMARY OF PACKAGING

Article 32

Customer, or his partner is obliged to pack things according to its nature, characteristics and needs of transport and vehicle of transport.

The freight forwarder is not responsible for the consequences that would arise if the customer or his partner does not comply with the provisions of the sales contract.

If the freight forwarder notices that good are not packed or prepared properly for the transport, the freight forwarder is obliged to forewarn the customer regarding the lacks noticed.

In case if waiting until costumer fixes the lacks will harm the customer than the freight forwarder is obliged to fix these lacks on behalf of costumer.

X. CONCLUSION OF QUANTITY

Article 33

Unless otherwise agreed, the Freight Forwarder shall take general cargo consignments according to the number of packages only, and bulk cargos according to the order given by the customer or indicated in the transport documents, without any responsibility for the weight, content, or nature of the goods.

Weighing, measuring and counting of items and parcels shall be performed with the order of the customer or in case of evident damage or deficiency in the quantity, with collection of costs and additional compensation.

The freight forwarder can weight goods also with organization that deals with these issues.

XI. SAMPLING

Article 34

The freight forwarder takes and does the shipping of the samples by disposition of the customers. Costs of sampling, shipping and additional charges shall be carried out by customer.

The freight forwarder is responsible only for taking samples from a total amount of things to him indicated.

XII. CLEARANCE

Article 35

It is considered that the providing of the order (disposition) for shipping items in the same time is and the order given to clearance, unless expressly agreed otherwise in writing.

In the process of goods clearance, the freight forwarder is presented on behalf of the customer.

The freight forwarder submits the customs documents based on the information given by the customer or his business partner. If the data does not agree with the actual situation the freight forwarder is not responsible. The customer is obliged to reimburse to the freight forwarder caused by the damage.

To perform the job of the customs agent, the freight forwarder has the right to special compensation.

The order for the clearance of goods does not include also the obligation for the freight forwarder to pay customs duties on behalf of account of the customer.

The freight forwarder determines the place of clearance when it is not determined in disposition or regulations.

XIII. INSURANCE

Article 36

The freight forwarder ensures things by specific disposition in relation to each individual shipping. The marking for the value of item in the disposition is not sufficient by itself to be considered as an order for the insurance. Also, with insurance of one package does not occur obligation of the freight forwarder to ensure the other future deliveries of the ordering party.

When order for clearance does not include special risks that should be covered by insurance, the freight forwarder is required to cover only basic transport risks.

If customer has not given the order for insurance to the insurance company, or gave the order for partial coverage risk, the consequences occurred shall be paid by the customer.

XIV. FEES AND REIMBURSEMENT OF EXPENSES

Article 37

The freight forwarder is entitled to compensation for their services, as well as reimbursement of its expenses.

The fee is determined by the tariff or special contract.

The customer remains obliged towards the freight forwarder also when instructs him that its compensations should collect from third persons.

The freight forwarder, for its services done abroad on the account of customer, has the right to reimbursement for its services in the currency of the country where the customer has its office, or based on the agreement in any currency.

When freight forwarder (called before the expiry date of the goods) has calculated less for the transport expenses, customs fees, storage, over stay and similar, the customer is obliged to, in case these expenses have not been included in general amount, to compensate the paid sum.

Prohibition and other measures do not impact in the right of the freight forwarder towards the customer, also in these cases all its rights for compensation remain untouched.

The bill of freight forwarder must be paid in the deadline of 8 days after the receiving the goods unless it is specified differently. The contesting towards the bill must be done within the same deadline.

When there is contesting of one part of the bill, the uncontested part of the bill must be paid in the deadline of 8 days.

When the freight forwarder uses its own funds has the right to special provision for all engaged resources, which amount determines by tariff, or an agreement with the customer.

XV. RESPONSIBILITY OF FREIGHT FORWARDER

Article 38

The freight forwarder is obliged that in every situation act in the interests of the customer and with diligence of conscientious businessman.

When it's a total amount (complete forfeiting attitude for all phases of logistics - freight forwarding and transportation) determined by freight forwarder logistics contract for the execution of overall account of the logistics - freight forwarding things, it includes a complete reimbursement for all services, reimbursement based on logistics - freight forwarding, transportation allowance, and reimbursement of all expenses.

In the cases referred to in the previous paragraph the freight forwarder responds to customer also for the transportation work, as well as for the others services, services which have been included in the total payment, presented in paragraph of 2 of this article.

In other cases, the freight forwarder is responsible for the selection of carriers, and for choosing of other individuals with whom concluded an agreement for the execution of orders (storage of goods and etc.), but is not responsible for their work, unless it took over by contract the responsibility. In these cases, the freight forwarder is obliged to undertake all measures so that it ensures the right of the customer for the compensation of damage.

The freight forwarder that trusts to another freight forwarder the complete fulfilling of the order instead of doing it by himself, then he responds for his work.

If the freight forwarder concludes also other duties included in the order, according to rules or general conditions, it has the rights and other obligations coming out of that kind of work.

If the order has the explicit authorization or silent (understandable) for the freight forwarder, that the fulfillment of order could be trusted to other freight forwarders or if it is clear that it is on the interest of the customer, the freight forwarder responds only for its choice, unless received the responsibility for its work (other freight forwarder).

The freight forwarder is responsible for the number of pieces, as well as marks of packages, if they are visible. The freight forwarder is not responsible for the weight, cubic volume, quality, content and value of things.

It is considered that the services of freight forwarder are properly performed, if a package is shipped further in the same condition as it has been received.

The freight forwarder is not responsible for damage caused by major force or properties of things by themselves.

The freight forwarder is not responsible for incorrect freight and taxes of customs and other public taxes. He is obliged to submit a reclamation only if customer explicitly requires it. In this case, the customer is obliged to hand over to the freight forwarder the documents of transport, customs and other documents required for filing a complaint. The freight forwarder is required to dispatch the document to the customer within three days upon receiving them.

The freight forwarder may, if it is objectively possible, and if requested by the customer, at the expense for the account and at the risk of the customer to submit claim for damages and to take proceedings against the persons with whom he signed the contract while fulfilling the order for the freight forwarding of things.

XVI. PLEDGE AND RETAINING

Article 39

In order to ensure payment of their claims incurred related to agreement of logistics freight forwarder, the executive shall have a lien on and keeping on things which are things handed over to shipping and related to uploading, until customer pays his requests.

Article 40

With the purpose of paying his requests (the current or previous ones) by the customer, the freight forwarder has the right to lien on the goods of the customer, always if he has the documents or the goods of the customer.

Article 41

When things made available to third person by the disposition of customer, or should be delivered to a third person, the freight forwarder can use the right for mortgage for the claims towards third parties only if the claim is in connection with the things that the freight forwarder holds according to this basis.

XVII. FINAL DISPOZITIONS

Article 42

These general rules shall enter into force after being published in the official gazette of Kosovo Chamber of Commerce.

KOSOVO LOCAL AND INTERNATIONAL FREIGHT FORWARDING ASSOCIATION



Prishtina, 30/01/2012