

*Proiect realizat pe baza TCG operatori logistici din Austria si Germania*

**TERMENI SI CONDITII GENERALE**

**OPERATOR LOGISTIC/EXPEDITIONER**

**(EXPEDITIONER, 3PL, TRANSPORTATOR, ETC.)**

Versiunea 1.0

## **CUPRINS**

[.....]

### **Nota:**

Prezentul document reprezinta o recomandare pentru a fi utilizat incepand cu data de [●] de catre membrii Asociatiei Romane de Logistica (ARILOG) in vederea stabilirii unei practici unitare si diligente in activitatea operatorilor logistici, expeditionerilor, transportatorilor si a altor terți societăți care le-au fost externalizate si incredintate serviciile de logistica.

Termenii si conditiile generale nu au caracter obligatoriu, nu inlocuiesc prevederile legale aplicabile domeniului si nu sunt contrare acestoara. Partile implicate in furnizarea de servicii logistice raman libere sa-si stabileasca propriul cadru contractual si legal de desfasurare a activitatii.

## Termeni si conditii generale ale expeditionerului

1. Prevederi generale	1. General Provisions
1.1 Expeditorul va executa activitatile sale comerciale cu prudenta si diligenta cuvenite unui comerciant, pentru protejarea intereselor ordonatorului.	1.1 The freight forwarder ("forwarder") will execute his commercial activities with the due care and diligence of a prudent businessman, safeguarding the interests of the principal.
1.2 Termenii si conditiile generale sunt aplicate tuturor activitatilor desfasurate de expeditor in cursul tranzactiilor comerciale, indiferent daca este vorba de expeditie, transport, depozitare, comision sau orice alta activitate incidenta sau conexa industriei de transport international de marfuri, in conformitate cu prevederile CMR si ale Codului Civil roman.	1.2 The General Terms and Conditions apply to all activities performed by the forwarder in the course of commercial transactions, irrespective of whether it concerns forwarding, freight, warehousing, commission or any other business related to or connected with the international forwarding industry, in accordance with the provisions of the CMR and the Romanian Civil Code.
1.3 Dispozitiile prezentului document se aplică în măsura în care nu se dispune altfel prin legi speciale (e.g. transport aerian, feroviar, naval, legislatie vamala etc.) sau nu sunt aplicabile practici statonarice între părți ori uzante comerciale. Termenii si conditiile generale nu sunt aplicabile contractelor care au ca obiect exclusiv: (i) ambalarea; (ii) transport de marfuri detasabile si depozitarea lor; (iii) transportul, asamblarea sau manipularea marfurilor agabarice.	1.3 The provisions of the present document apply only if no other special legal provisions stipulate otherwise (e.g. air, railway, maritime transportation, customs legislation etc.) or if no other practices are used between the parties or customary commercial habits. The General Terms and Conditions are not applicable for contracts that deal exclusively with (i) packaging; (ii) the carriage of removal goods and their storage; (iii) transportation, assembly or handling of high volume transports.
1.4 Termenii si conditiile generale nu sunt aplicabile contractelor incheiate cu consumatorii, in sensul Ordonantei Guvernului nr. 21/1992, cu modificarile si completarile ulterioare, si a legislatiei aplicabile privind protectia consumatorilor.	1.4 The General Terms and Conditions are not applicable for transportation contracts with consumers, within the meaning of the Government Ordinance Nr. 21/1992, as republished and subsequent amended, and the applicable legislation on consumers protection
1.5 Toate ofertele facute de expeditor sunt valabile numai daca sunt acceptate prompt in vederea executarii imediate a comenzi respective, cu exceptia cazului in care se prevede altfel in oferta, si doar daca in confirmarea comenzi se face referire la oferta.	1.5 All quotations made by the forwarder are only valid subject to prompt acceptance for immediate execution of the order concerned, unless stipulated otherwise in the quotation, and only to the extent that the quotation is referenced in the confirmation of the order.

2. Categorie speciale de marfuri	2. Special Types of Goods
<p>2.1. Ordonatorul trebuie sa informeze expeditorul in momentul in care ii transmite instructiunile de expeditie, in cazul in care contractul de transport presupune:</p> <ul style="list-style-type: none"> <li>- Marfuri periculoase;</li> <li>- Animale vii si plante;</li> <li>- Produse perisabile;</li> <li>- Bunuri de valoare si bunuri cu un risc inherent de furt.</li> </ul>	<p>2.1 The principal must inform the freight forwarder, at the time of giving the instructions, that the transport contract concerns:</p> <ul style="list-style-type: none"> <li>- dangerous goods</li> <li>- live animals and plants</li> <li>- perishables</li> <li>- valuable goods and goods with an inherent risk of theft.</li> </ul>
<p>2.2 Ordonatorul trebuie să precizeze în instrucțiunile sale adresele, mărcile, numerele, cantitatea, natura și conținutul pachetelor, precum și să dea declaratii privind proprietatile bunurilor in conformitate cu cerintele sectiunii 2.1 de mai sus, precum și orice alte informatii relevante pentru executarea corecta a instructiunilor de expeditie.</p>	<p>2.2 The principal must specify in his instructions addresses, marks, numbers, quantity, nature and contents of the packages as well as declaring the properties of the goods, as required by section 2.1 above and any other information relevant for the proper execution of the forwarding instructions.</p>
<p>2.3 În cazul mărfurilor periculoase, ordonatorul trebuie să informeze expeditorul în scris – la momentul in care se dau instructiuni – cu privire la natura exacta a riscului și, daca este cazul, la masurile de precautie necesare. În cazul mărfurilor periculoase care fac obiectul unor legi speciale privind transportul, manipularea sau eliminarea marfurilor periculoase sau a altor bunuri, ordonatorul trebuie sa dea declaratiile necesare solicitate pentru executarea corespunzatoare a cerintelor de expeditie, in special cu privire la clasificarea in conformitate cu reglementarile privind marfurile periculoase.</p>	<p>2.3 In the case of dangerous goods, the principal must inform the freight forwarder in writing - at the time of giving the instructions - of the exact nature of the hazard and, if appropriate, about precautionary measures. In the case of dangerous goods subject to the law for the carriage of dangerous goods or other goods, the carriage of which is subject to specific regulations regarding dangerous goods, their handling or their disposal, the principal has to make the necessary declarations required for the proper execution of the forwarding instruction, especially the classification in accordance with the regulations for dangerous goods.</p>
<p>2.4. Odonatorul trebuie sa informeze in avans expeditorul despre bunurile deosebit de valoroase sau despre bunurile cu un risc inherent de furt (ex. bani, metale pretioase, bijuterii, ceasuri, pietre pretioase, lucrari de arta, antichitati, carti de credit, cartele telefonice valide sau alte mijloace de plata, obligatiuni, actiuni, valute straine, documente, bauturi alcoolice, tutun, electronice de divertisment, echipamente de telecomunicatii si accesori) si bunuri cu o valoare reala de peste [●] € pe kg, pentru a permite expeditorului sa decida cu privire la acceptarea bunurilor si sa ia masuri pentru o indeplinire in siguranta a expeditiei.</p>	<p>2.4 The principal must inform the freight forwarder about particularly valuable goods or goods with an inherent risk of theft (e.g., cash, precious metals, jewellery, clocks and watches, precious stones, works of art, antiquities, bank or credit cards, valid telephone cards or other means of payment, bonds, shares and similar, foreign currencies, documents, spirits, tobacco, entertainment electronics, telecommunications devices and accessories) and goods with an actual value of € [●] per kg or more well in advance to allow the freight forwarder to decide about acceptance of the goods and to take measures for a safe and secure execution of the forwarding job.</p>
<p>2.5. In cazul in care o instructiune de expediere nu</p>	<p>2.5 If a forwarding instruction does not comply with the terms stated in sections 2.1 to 2.4 above, the</p>

<p>indeplineste conditiile prevazute in sectiunile 2.1 - 2.4 de mai sus, expeditorul are optiunea sa:</p> <ul style="list-style-type: none"> <li>- refuze acceptarea bunurilor;</li> <li>- returneze bunurile deja acceptate sau sa le faca disponibile pentru colectare;</li> <li>- sa expedieze, sa transporte sau sa depoziteze bunurile fara a fi nevoie sa anunte ordonatorul si sa solicite un cost suplimentar si rezonabil, in cazul in care siguranta si securitatea expeditiei cauzeaza costuri suplimentare. Expeditorul poate solicita ordonatorului daune-interese pentru orice prejudicii suferite de expeditor ca urmare a nerespectarii obligatiilor prevazute in sectiunile 2.1 - 2.4 de mai sus.</li> </ul> <p>2.6. Expeditorul nu este obligat sa verifice sau sa completeze declaratiile facute de ordonator, conform sectiunilor 2.1. – 2.4 de mai sus.</p> <p>2.7. Expeditorul nu este obligat sa verifice autenticitatea semnaturilor de pe vreo instructiune sau document referitor la bunuri, nici sa verifice autoritatea semnatarilor, decat in cazul in care exista indoieri rezonabile cu privire la autenticitatea sau autoritatea acestora.</p>	<p>freight forwarder has the option to:</p> <ul style="list-style-type: none"> <li>- refuse acceptance of the goods</li> <li>- return goods already accepted or to make them available for collection</li> <li>- ship, transport or store them without the need to notify the principal and to charge an extra, appropriate fee, if the safe and secure execution of the instruction causes extra costs. The freight forwarder may request the principal to pay damages for any prejudice suffered as a result of non-observance of the obligations provided for under sections 2.1 to 2.4 above.</li> </ul> <p>2.6 The freight forwarder is not obliged to check or supplement the statements made regarding sections 2.1 to 2.4 above.</p> <p>2.7 The freight forwarder is not obliged to check the authenticity of signatures on any messages or documents relating to goods, nor to check the authority of the signatories, unless there exist reasonable doubts concerning the authenticity or authority.</p> <p><b>3. Orders, Communication, Instructions</b></p> <p>3.1 The forwarder assumes no liability for the compliance with orders placed either verbally, by telephone or telegraph, or by any other form of notification, which have not been confirmed in writing by either party, including compliance with any communication made to drivers or accompanying personnel. All goods and documents of any type whatsoever will be released to the forwarder's employees at the sole risk of the principal, unless expressly or implicitly otherwise agreed in advance with the forwarder or one of his authorized employees.</p> <p>3.2 All orders placed with the forwarder must contain marking, number, type and content of the consignments, as well as any other information necessary for the proper execution of the orders. The principal will be liable for any consequences of incorrect or incomplete information (even if he was not responsible for the release), unless the forwarder had prior knowledge of the incorrectness or</p>
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<p>expeditorul a avut cunostinta despre incorectitudinea sau despre caracterul incomplet al informatiilor. Expeditorul este obligat sa revizuiasca si sa completeze aceste informatii fara a-i fi fost solicitat sa faca acest lucru numai in cazul in care acesta fapt este in concordanta cu practicile generale de business. Mai mult, ordonatorul va fi responsabil pentru orice prejudicii cauzate de expeditor sau terte parti ca urmare a lipsei de specificatii a greutatii transportului cu o greutate bruta de minim [●] kg.</p>	<p>incompleteness of the information. The forwarder is only be obliged to review and supplement such information without being requested to do so if this accords with general business practice. Furthermore, the principal will be liable for any damage caused by the forwarder or third parties due to the absence of weight specifications on freight with a minimum gross weight of [●] kg.</p>
<p>3.3 Expeditorul este obligat sa cantareasca marfurile numai la cererea scrisa special transmisa in acest sens.</p>	<p>3.3 The forwarder is obliged to weigh the goods only upon special written request to do so.</p>
<p>3.4 Confirmarea de primire emisa de expeditor nu va include, in caz de indoiala, o garantie cu privire la tipul, continutul, valoarea, greutatea sau ambalarea marfurilor.</p>	<p>3.4 A receipt issued by the forwarder will, in case of doubt, not include a guarantee as to the type, content, value, weight or packaging of the goods.</p>
<p>3.5 Confirmarea de primire a marfurilor nu va include confirmarea cantitatii, daca acest lucru nu reprezinta o uzanta in industria de expeditii (cum ar fi marfuri in vrac, lorry-loads, si altele asemenea).</p>	<p>3.5 The goods receipt will not include confirmation of quantity, if this is not usual in the forwarding industry (such as bulk goods, lorry-loads, and the like).</p>
<p>3.6. In cazul in care producatorii sau dealerii de produse specifice elibereaza marfa expeditorului fara declaratia cu privire la continut, se va asuma, in caz de indoiala, faptul ca lotul contine produse ale ordonatorului.</p>	<p>3.6 Should manufacturers or dealers of specific products release a consignment without statement of contents to the forwarder for dispatch, it will be assumed in case of doubt that the consignment contains the products of the principal.</p>
<p>3.7 Ordonatorul va notifica expeditorului fara intarziere adresa si orice schimbare a acesteia. Altfel, ultima adresa cunoscuta expeditorului va fi folosita.</p>	<p>3.7 The principal will notify the forwarder without delay of his address and any change of address. Otherwise, the last address known to the forwarder will apply.</p>
<p>3.8 Cu exceptia cazului in care se solicita in mod expres, in scris, expeditorul nu este obligat sa trimita notificari prin scrisoare recomandata, sau sa asigure documente de orice tip, inainte de expeditie.</p>	<p>3.8 Unless specifically requested in writing, the forwarder is not obliged to send notifications by registered mail, or to insure documents of any type whatsoever prior to dispatch.</p>
<p>3.9 Expeditorul are dreptul, dar nu si obligatia, sa ia in considerare o notificare (recomandare) trimisa de el ca dovada suficienta de expeditie. Expeditorul are dreptul, dar nu si obligatia, sa verifice autorizatia oricarei parti care ii prezinta documente.</p>	<p>3.9 The forwarder is entitled, but not obliged, to consider a notification (advice) sent by him to be sufficient evidence of dispatch. He is entitled, but not obliged, to verify the authorization of any party presenting documents to him.</p>
<p>4.0 Orice instructiuni facute cu privire la marfuri vor fi considerate definitive pentru expeditor pana la</p>	<p>4.0 Any instructions made with respect to the goods will be decisive for the forwarder pending the principal's revocation of it, in writing.</p>
	<p>4.1 An instruction to hold goods at the disposal of third parties cannot be revoked once the forwarder</p>

revocarea transmisa de catre ordonator in scris.	has received these instructions.
4.1 Instructiunea de a detine bunuri la dispozitia unei terte parti nu poate fi revocata odata ce expeditorul primeste aceasta instructiune.	4.2 An instruction by the principal to carry out an order on account of a third party will not affect the principal's obligation towards the forwarder.
4.2 Instructiunea data de ordonator expeditorului pentru a efectua o comanda in numele unei terte parti nu va afecta obligatiile ordonatorului fata de expeditor.	4.3 In case of insufficient or impractical instructions, the forwarder is entitled to act at his own discretion in the interest of the principal, and in particular to choose the type, route or means of transportation.
4.3 În cazul in care instructiunile sunt insuficiente sau imposibile de urmat, expeditorul are dreptul de a actiona conform proprietii voioite în interesul ordonatorului, în special in ceea ce priveste alegerea tipului, rutei si a mijloacelor de transport.	4.4 The forwarder may dispatch the goods together with those of other consignors in consolidated shipments or on a general bill of lading, unless he has been expressly ordered in writing to proceed otherwise.
4.4 Expeditorul poate expedia bunurile impreuna cu bunurile altor ordonatori in cadrul unui transport consolidat sau in baza unui conosament general, cu exceptia cazului in care i s-a solicitata in scris altfel.	4.5 If the forwarder accepts the goods together with a bill of lading or any other freight document (waybill/consignment note) given to him by the principal, the forwarder is entitled to convey the goods with a new bill of lading bearing his trade name and the name of the principal, unless the latter has stipulated otherwise.
4.5 In cazul in care expeditorul accepta bunurile impreuna cu un conosament sau oricare alt document de transport (scrisoare de transport/scrisoare de trasura) dat de catre ordonator, expeditorul este indreptatit sa transmita bunurile cu un nou conosament purtand denumirea sa comerciala si numele ordonatorului, cu exceptia cazului in care ordonatorul a stipulat altfel.	
<b>5. Ambalarea, incarcarea, cantarirea si verificarea</b>	<b>5. Packaging, Loading, Weighing and Checking</b>
5.1 Cu exceptia cazului in care se precizeaza in mod expres altfel, instructiunile de expeditie nu acopera: - ambalarea bunurilor; - cantarirea, verificarea, masuri pentru mentinerea sau imbunatatirea bunurilor si a ambalajelor acestora, cu exceptia cazului in care acest lucru reprezinta o uzanta pentru acest gen de tranzactie; - furnizarea sau schimbul de paleti sau alte asemenea facilitati de incarcare sau ambalare. Daca acestea nu sunt schimbate 1:1, ele sunt preluate ca parte a unei noi instructiuni de expeditie. Acestea nu se aplica daca schimbul nu este desfasurat in mod intentionat de expeditor.	5.1 Unless specifically stated, the forwarding instruction does not cover - the packaging of the goods; - the weighing, checking, measures to preserve or enhance the goods and its packaging, unless this is customary for this kind of transaction; - the provision or exchange of pallets or other loading or packaging aids. If they are not swapped one-for-one, they are only picked up as part of a new forwarding instruction. This does not apply if the exchange is intentionally not carried out by the freight forwarder.
5.2 La cererea ordonatorului, serviciile prezentate la	5.2 Upon the principal's request, the services under

<p>sectiunea 5.1 de mai sus pot si efectuate de catre expeditor si sunt taxate separat.</p>	<p>section 5.1 above may be rendered by the forwarder and are charged for separately.</p>
<p><b>6.Vamuirea</b></p>	<p><b>6. Customs Clearance</b></p>
<p>6.1. Instructiunile pentru transportul catre o destinatie din alta tara includ prevederi cu privire la cerintele de vamuire, in cazul in care acest lucru este necesar pentru a asigura transportul la locul de destinatie.</p>	<p>6.1 The instruction for shipment to a destination in another country includes instructions for customs clearance, if this is necessary for arranging the transport to the place of destination.</p>
<p>6.2. Expeditorul are dreptul la o taxa suplimentara de vamuire, in plus fata de costurile reale suportate.</p>	<p>6.2 The freight forwarder is entitled to an extra fee for the customs clearance, over and above the actual costs incurred.</p>
<p>6.3. Instructiunile date cu privire la expeditia de bunuri impozabile sau livrarile free house autorizeaza expeditorul sa efectueze procedurile de vamuire si sa avanseze taxele vamale, accizele si comisioanele.</p>	<p>6.3 The instruction to forward bonded goods or to deliver them free house, authorises the freight forwarder to effect the customs clearance and to advance customs and excise duties and fees.</p>
<p><b>7. Obligatii privind ambalarea si marcarea marfurilor</b></p>	<p><b>7 Packaging and Marking Obligation of the Goods</b></p>
<p>7.1. Marfurile trebuie sa fie marcate in mod clar si durabil de catre ordonator pentru a facilita manipularea corespunzatoare a acestora, de ex., adrese, marcaje, numere, simboluri de manipulare si proprietati ale marfurilor; marcajele vechi trebuie sa fie eliminate sau sa fie ilizibile.</p>	<p>7.1 The packages have to be clearly and durably marked by the principal to facilitate their proper handling, e.g. addresses, marks, numbers, symbols for handling and properties; old marks must be removed or made illegible.</p>
<p>7.2. In plus, ordonatorul are obligatia:</p> <ul style="list-style-type: none"> <li>- sa marcheze toate loturile apartinand aceluiasi transport intr-un fel in care sa fie usor de recunoscut ca formand un singur transport;</li> <li>- sa pregateasca loturile intr-un fel in care sa nu fie accesate fara a lasa o urma vizibila (banda adeziva, benzile de alt tip, etc. sunt permise doar atunci cand sunt concepute in mod special sau intr-un mod dificil de imitat; ambalajul folie trebuie sigilat termic);</li> <li>- in cazul in care un transport face parte dintr-un transport consolidat al expeditorului, sa grupeze loturile individuale sau unitati ale acestui transport in unitati mai mari in cazul in care strap length (ce mai mare circumferinta plus latura cea mai lunga) este mai putin de 1 metru;</li> <li>- sa marcheze loturile cu o greutate bruta de cel putin <b>1.000</b> de kilograme cu specificatiile privind greutatea, astfel cum acestea sunt mentionate pentru incarcaturi grele destinate transportului naval.</li> </ul>	<p>7.2 In addition, the principal is under obligation:</p> <ul style="list-style-type: none"> <li>- to mark all packages belonging to the same consignment in such a way that they are easily recognised as forming one consignment;</li> <li>- to prepare packages in such a way that they may not be accessed without leaving visible trace (adhesive tape, bands, etc. are only permissible when they are individually designed or otherwise difficult to imitate; foil wrapping must be thermally sealed);</li> <li>- in case of a consignment being part of a forwarders consolidation, to group the individual packages or units of this consignment into larger units if their strap length (largest circumference plus longest side) is less than 1 metre;</li> <li>- to combine a consignment of hanging garments consisting of several individual units into wrapped units for easier handling;</li> <li>- to mark packing units with a gross weight of at least <b>1,000</b> kilograms with the weight specification as prescribed for heavy loads to be transported by ship.</li> </ul>

<p>7.3. Loturile sunt loturi individuale sau unitati de loturi formate de catre ordonator cu scopul de a fi transportate in conformitate cu instructiunile de expedite, ex. cutii, containere din plasa metalica, paletii, unitati de manipulare, unitati de incarcare incluse cum ar fi: vagoane acoperite, vagoane cu prelata, semi-remorci, swap bodies, containere sau igluri.</p>	<p>7.3 Packages are single packages or units of packages, formed by the principal for the purpose of being carried according to the forwarding instruction, e.g., boxes, wireboxes, pallets, handling units, enclosed loading units such as covered wagons, wagons with tarpaulin covers, semi-trailers, swap bodies, containers or igloos.</p>
<p>7.4. In cazul in care ambalarea marfurilor nu indeplineste conditiile prevazute la acest capitol 7, se vor aplica prevederile din sectiunea 2.5 de mai sus.</p>	<p>7.4 If the packages do not comply with the terms under the present chapter 7, the provisions under section 2.5 above shall apply.</p>
<p><b>8 Termene limita</b></p>	<p><b>8. Deadlines</b></p>
<p>Expeditorul nu garanteaza timpul de incarcare sau o succesiune specifica de manipulare a bunurilor care ar urma sa fie transportate in acelasi mod, cu exceptia cazului in care acest lucru a fost stabilit expres. In lipsa unei astfel de intelegeri, bunurile marcate pentru comert nu vor beneficia de manipulare preferentiala.</p>	<p>No guarantee will be granted for loading times or a specific sequence of goods handling to be transported in the same manner unless specifically agreed. In the absence of such an agreement, goods marked as trade or fair goods will not receive preferential handling.</p>
<p><b>9. Forta Majora. Cazuri speciale</b></p>	<p><b>9. Force Majeure. Special Cases</b></p>
<p>9.1 Cazurile de forta majora il exonereaza pe expeditor, pe durata lor, de obligatiile ce sunt afecatate de aceste circumstante. In aceste cazuri, expeditorul sau ordonatorul au dreptul de a rezilia contractul chiar daca acesta a fost partial realizat. Daca expeditorul sau ordonatorul solicita reziliarea contractului, expeditorul este indreptat la plata tuturor costurilor suportate de acesta pentru executarea contractului pana la data rezilierii acestuia.</p>	<p>9.1 Force Majeure exonerates the freight forwarder from fulfilling his obligations affected by such circumstances, as long as such circumstances continue. In such cases, the principal or the freight forwarder have the right to terminate the agreement, even if it has already been partially carried out. If the principal or the freight forwarder requests the termination of the agreement, the freight forwarder is entitled to receive the value of all costs incurred by the execution of the agreement up to that moment.</p>
<p>9.2. Expeditorul este obligat doar in cadrul raspunderii sale profesionale obisnuite sa sfatuiasca ordonatorul despre restrictiile legale sau oficiale cu privire la transport (ex. restrictiile la import/export). Cu toate acestea, daca expeditorul, prin declaratii publice sau in cursul negocierilor, creaza impresia ca are cunostinte de specialitate cu privire la circumstantele specifice, el trebuie sa actioneze in mod corespunzator acestor cunostinte sau expertiza.</p>	<p>9.2 The freight forwarder is only obliged within the framework of his ordinary professional care to advise the principal about legal or official restrictions concerning the shipment (e.g., import/export restrictions). If, however, the freight forwarder, through public statements or in the course of negotiations, created the impression that he has expert knowledge about specific circumstances, he has to act appropriately to this knowledge and expertise.</p>
<p>9.3. Actele guvernamentale si/sau oficiale care sunt in afara controlului expeditorului nu afecteaza</p>	<p>9.3 Governmental and/or official acts beyond the freight forwarder's control do not affect the rights of the freight forwarder towards his principal; the</p>

<p>drepturile expeditorului fata de ordonator, care ramane raspunzator fata de expeditor pentru toate plangerile care apar in baza acestor acte.</p>	<p>principal is liable towards the freight forwarder for all claims arising out of such acts.</p>
<p><b>10. Livrarea</b></p>	<p><b>10. Delivery</b></p>
<p>10.1 Livrarea este considerata ca fiind efectuata atunci cand bunurile sunt predate la orice persoana prezenta la sediul destinatarului/beneficiarului, cu exceptia cazului in care exista dubii rezonabile despre autoritatea lor de a primi bunuri in numele destinatarului/beneficiarului.</p>	<p>10.1 Delivery is deemed to have been affected when the goods are handed over to any person present on the premises of the consignee/beneficiary, unless there are apparent reasonable doubts about their authority to receive goods on behalf of the consignee/beneficiary.</p>
<p>10.2 In lipsa unor intelegeri diferite intre parti, expeditorul va transporta bunurile pana la sediul destinatarului/beneficiarului, la rampa de incarcare/desfarcare etc. si va descarca marfa, cu conditia ca acesta sa nu depasesca [●]Kg pe unitate sau in cazul bunurilor in loturi mari, care datorita formei aggregate sau a greutatii, nu pot fi descarcate de o singura persoana.</p>	<p>10.2 unless stipulated otherwise in an agreement, the forwarder will place the goods at the consignee/beneficiary premises, at the loading ramp etc., and it shall upload the goods, under the condition that the goods do not weight more than [●]kg apiece, or for goods which, due to their bulk or weight, cannot be carried by one person alone.</p>
<p><b>11. Dreptul la informare a ordonatorului</b></p>	<p><b>11. Information Right of the Principal</b></p>
<p>Expeditorul are obligatia de a oferi ordonatorului, la cerere, toate informatiile necesare despre stadiul transportului si a costurilor incidente pana la acel moment.</p>	<p>The freight forwarder has the obligation to provide the principal, upon request, with all necessary information about the status of the transport and the incidental costs up to that moment.</p>
<p><b>12. Depozitarea</b></p>	<p><b>12. Warehousing</b></p>
<p>12.1. Alegerea locatiei pentru depozit (personal sau al unei terce parti) revine expeditorului. In cazul unui depozit al unei terce parti, expeditorul trebuie sa informeze ordonatorul in scris si imediat despre societatea care asigura depozitarea, indicandu-i adresa, iar in cazul unei recipise de depozit, sa mentioneze acest fapt pe recipisa. Aceasta prevedere nu se aplica in cazul depozitarilor in strainatate sau in cazul depozitarilor conexe si incidente transportului de marfuri.</p>	<p>12.1 The choice of warehousing location (own or third party) lies with the freight forwarder. In case of a third party warehouse the freight forwarder must notify the principal in writing and immediately of the warehouse company and its address, or, in case of a warehouse warrant, to mark these on the warrant. This provision does not apply in cases of warehousing abroad or warehousing connected with the transportation of the goods.</p>
<p>12.2. Ordinatatorul are dreptul de a inspecta depozitul. Obiectiile sau plangerile despre depozitarea bunurilor trebuie sa fie facute imediat. In cazul in care ordinatatorul nu-si exercita dreptul la inspectie, acesta renunta la toate drepturile de obiectiune impotriva depozitarii, atata timp cat alegerea si tipul depozitului</p>	<p>12.2 The principal is at liberty to inspect the warehouse. Objections or complaints about the storage of the goods must be made immediately. If he does not exercise the right of inspection, he waives all rights to objections against the storage and warehousing, for as long as the choice and type of storage complies with the usual professional care of a freight forwarder.</p>

<p>este conforma cu diligenta comerciala obisnuita a unui expeditor.</p> <p>12.3 Accesul la depozit este garantat doar ordonatorului, in timpul orelor normale de lucru ale expeditorului si doar in prezenta sa.</p> <p>12.4 In cazul in care ordonatorul manipuleaza bunuri (ex. luarea de esantioane) expeditorul poate solicita ca numarul, greutatea si starea bunurilor sa fie inspectata impreuna cu ordonatorul. Daca ordonatorul nu este de acord cu acest lucru, expeditorul va fi exonerat de orice raspundere pentru pagubele descoperite mai tarziu, cu exceptia cazului in care prejudiciul nu a fost in mod clar cauzat de manipularea bunurilor de catre ordonator.</p> <p>12.5 Ordonatorul este responsabil pentru toate prejudiciile cauzate de el sau de personalul sau agentii sai expeditorului, altor clienti din incinta depozitului sau tertelor parti, cu exceptia cazului in care ordonatorul, personalul sau agentii sai nu sunt responsabili de asemenea prejudicii.</p> <p>12.6. In cazul unor discrepante de inventar, expeditorul are dreptul de a echilibra deficitul si surplusul aceluiași ordonator.</p> <p>12.7. In cazul in care expeditorul are indoieli rezonabile cu privire la garantia pretentiei sale asupra valorii bunurilor, el este indreptat sa stabileasca un timp limita rezonabil pentru ordonator, ca acesta fie sa asigure pretentia expeditorului sau sa acorde garantii alternative pentru depozitarea bunurilor. Daca ordonatorul nu se conformeaza cu asta obligatie, expeditorul este indreptat sa rezilieze contractul fara o notificare prealabila si fara indeplinirea altor formalitati judiciare sau extrajudiciare.</p>	<p>12.3 Access to the warehouse is only granted to the principal during the normal working hours of the freight forwarder and in his company.</p> <p>12.4 If the principal handles the goods (e.g. sample taking) the freight forwarder may demand that the number, the weight and the status of the goods be inspected together with the principal. If the principal does not agree to this, the freight forwarder is not liable for damage discovered later, unless the damage was clearly not caused by such handling of the goods.</p> <p>12.5 The principal is liable for all damage caused by him or his staff or agents to the freight forwarder, other warehouse clients or third parties whilst on the premises of the warehouse, unless he, his staff or agents are not responsible for such damage.</p> <p>12.6 In case of inventory discrepancies, the freight forwarder is entitled to balance shortages and surpluses of the same principal.</p> <p>12.7 If the freight forwarder has reasonable doubt about the security of his claim upon the value of the goods he is entitled to set a reasonable time limit for the principal to either secure the claims of the freight forwarder or to make alternative provisions for the storage of the goods. If the principal does not comply with this, the freight forwarder is entitled to terminate the contract without further notice and without any other juridical or extra-juridical procedures.</p>
<p><b>13. Oferte si plati</b></p> <p>13.1. Ofertele de la expeditor, precum si intelegerile cu acesta referitoare la pret si servicii se refera intotdeauna la serviciile proprii si la bunurile normale in ceea ce priveste dimensiunile, greutatea si natura lor; acestea presupun situatii normale si</p>	<p><b>13. Offers and Payment</b></p> <p>13.1 Offers from the freight forwarder and agreements with him regarding price and services always refer to specified own services, and to goods of normal size, weight and nature; they presume normal unfettered transport situations, unimpeded access, the possibility of immediate shipment and that freight rates, exchange rates and tariffs upon which the</p>

<p>nerestricționate de transport, accesul liber, posibilitatea imediata de transport, iar tarifele de transport, cursurile de schimb și costurile pe care s-a bazat oferta raman valabile, cu exceptia cazului in care schimbarile ar putea fi prevazute in circumstantele actuale. Nota <i>"plus costurile auxiliare obisnuite"</i> indreptatesta expeditorul sa taxeze pentru adaugari si supraincarcare.</p>	<p>quotation was based remain valid, unless changes could be foreseen under the current circumstances. The note "<i>plus the usual ancillary charges</i>" entitles the freight forwarder to charge for supplements and surcharges.</p>
<p>13.2 In caz de anulare, suspendare sau de retragere a instructiunilor de expedite, expeditorul are dreptul la daune-interese conform Codului Civil roman.</p>	<p>13.2 In case of a cancellation, postponement or withdrawal of the transportation instructions, the freight forwarder is entitled to the claims in accordance with the provisions of the Romanian Civil Code.</p>
<p>13.3 In cazul unei intelegeri care are ca obiect plata COD sau alt tip de instructiuni privind plata, care au fost retrase retroactive sau daca banii nu sunt platiti, expeditorul ramane indreptatit la plata aferenta serviciilor sale.</p>	<p>13.3 In case of a COD- or other collection instruction being withdrawn retrospectively or if the money is not paid, the forwarder is still entitled to his collection fee related to the services rendered.</p>
<p>13.4 Daca beneficiarul refuza sa accepte un transport destinat lui, sau daca livrarea este imposibila din motive independente de vointa expeditorului, expeditorul are dreptul la taxele de transport pentru returnarea transportului.</p>	<p>13.4 If the consignee refuses to accept a consignment destined for him or, if the delivery is impossible for reasons beyond the control of the freight forwarder, the freight forwarder is entitled to the cartage charges for the return of the consignment.</p>
<p><b>14. Raspunderea operatorului logistic</b></p>	<p><b>14. Forwarder's liability</b></p>
<p>14.1. Operatorul logistic este raspunzator pentru pierderea totala sau partiala sau pentru avarie, produse intre momentul primirii marfii si cel al eliberarii acestieia, cat si pentru intarzierea in livrare.</p>	<p>14.1 The freight forwarder is responsible for total or partial loss or damage occurred during the time of receipt of the goods and the time of delivery, as well as for any delays in delivery</p>
<p>14.2 Ca regula generala, operatorul logistic este responsabil doar pentru prejudicii/daune pentru care este probata culpa sa.</p>	<p>14.2 As general rule, the freight forwarder is only responsible for damages for which his fault is proved.</p>
<p>14.3 In cazul in care culpa expeditorului este probata, raspunderea sa va fi limitata dupa cum urmeaza:</p>	<p>14.3 If the forwarders faul is proved, liability is limited as follows:</p>
<ul style="list-style-type: none"> <li>a) pentru activitatea de depozitare la 2.5 USD/kg greutate bruta</li> <li>b) pentru activitatea de transport: <ul style="list-style-type: none"> <li>- transport rutier international: 8.33 DST/kg greutate bruta</li> <li>- transport rutier national: 2.5 USD/kg greutate bruta</li> <li>- transport feroviar: 17 DST/kg greutate bruta</li> </ul> </li> </ul> <p>In toate cazurile, raspunderea expeditorului nu va</p>	<ul style="list-style-type: none"> <li>a) warehouse activity at 2.5USD/kg gross weight</li> <li>b) transport activity: <ul style="list-style-type: none"> <li>- international road transport at 8.33 XDR/kg gross weight</li> <li>- national road transport at 2.5 USD/kg gross weight</li> <li>- rail transport: 17 XDR/kg gross weight</li> </ul> </li> </ul> <p>In all the cases the liability of the forwarders may not exceed 500.000 EUR for a single event and 1.000.000 EUR for the entire insured period.</p> <p>In the absence of specific stipulations, the forwarders liability shall be governed by CMR convention, CIM convention, Warsaw and Montreal convention, Hague-</p>

<p>putea depasi 500.000 EUR pentru un singur eveniment si 1.000.000 EUR pentru intreaga perioada asigurata.</p>	<p>Visby rules and Hamburg rules, FIATA provisions and local legislation in force.</p>
<p>In lipsa unor prevederi specifice, raspunderea operatorului logistic va fi guvernata de conventia CMR, conventia CIM, Conventiile de la Varsovia si Montreal, regulile Hague-Visby si regulile de la Hamburg, prevederile FIATA precum si de legislatia locala in vigoare.</p>	<p>14.4 The freight forwarder shall not be liable for damages caused by:</p> <ul style="list-style-type: none"> <li>- inadequate packaging (including theft fostered by it), except otherwise agreed</li> <li>- outdoor storage, if this was approved by the principal</li> <li>- theft / robbery, if all the necessary measure were taken on protection of goods</li> <li>- facts or actions that cannot be assigned to the forwarder (eg force majeure, weather conditions, damage caused by animals, changing of the natural properties of the goods, etc.)</li> </ul>
<p>14.4 Operatorul logistic nu va raspunde pentru daunele cauzate de :</p> <ul style="list-style-type: none"> <li>- ambalarea necorespunzatoare (inclusiv furtul favorizat de aceasta), cu exceptia cazului in care s-a agreat altfel;</li> <li>- depozitarea in aer liber, daca acest mod de depozitare a fost agreat de ordonator;</li> <li>- furt/talharie, daca au fost luate toate diligentele necesare privind protectia marfii;</li> <li>- fapte sau actiuni care nu pot fi atribuite expeditorului (ex. forta majora, conditiile atmosferice, daune cauzate de animale, modificarea proprietatilor naturale ale marfurilor etc.)</li> </ul>	<p>14.5. All members who will adhere to these conditions, will sign a liability insurance policy for the entire activity and a copy will be filed at the ARILOG office in less than 90 days of the signing date.</p>
<p>14.5 Toti membrii care vor adera la prezentele conditii, vor incheia o polita de asigurare de raspundere civila pentru intreaga activitate, o copie fiind depusa la secretariatul ARILOG in maximum 90 de zile de la data incheierii.</p>	<p>15. Insurance of the goods</p> <p>15.1 The freight forwarder arranges for the insurance of the goods (e.g., transit or warehousing insurance) with an insurer of his choice if instructed to do so by the principal before the goods are handed over. If the freight forwarder cannot affect insurance cover, either due to the nature of the goods or for any other reason, he must inform the principal without delay.</p>
<p><b>15. Asigurarea bunurilor</b></p> <p>15.1 va asigura marfa (ex. pentru tranzit sau depozitare) la un asigurator ales de el, in cazul in care acest lucru i se solicita de catre ordonator inainte ca bunurile sa fie predate. Daca expeditorul nu poate asigura bunurile, fie din cauza naturii lor sau din alte motive, el trebuie sa-l informeze pe ordonator imediat.</p> <p>15.2. Expeditorul are dreptul, dar nu si obligatia, sa asigure bunurile si pentru prejudicii rezultate din fapte sau actiuni pentru care nu este raspunzator, daca acest lucru este in interesul ordonatorului. Expeditorul poate considera ca asigurarea bunurilor este in interesul ordonatorului, in special atunci cand:</p> <ul style="list-style-type: none"> <li>- operatorul logistic expeditorul a mai asigurat bunurile in baza unor instructiunile anterioare de</li> </ul>	<p>15.2 The freight forwarder is entitled, but not obliged, to effect the insurance of the goods and damages resulting from acts or activities for which is not responsible, if this is in the interest of the principal. The freight forwarder may assume that the insurance cover is in the interest of the principal, especially when:</p> <ul style="list-style-type: none"> <li>- the freight forwarder effected insurance cover for previous freight forwarding instructions;</li> <li>- the principal declared the value of the goods in his freight forwarding instructions.</li> </ul> <p>This assumption for the arrangement of insurance cover may not be made if</p> <ul style="list-style-type: none"> <li>- the principal expressly forbids such insurance cover;</li> <li>- the principal is a freight forwarder, carrier or warehousing company.</li> </ul> <p>15.3 The freight forwarder, after due consideration</p>

<p>transport;</p> <ul style="list-style-type: none"> <li>- ordonatorul a declarat valoarea bunurilor in instructiunile sale privind transportul marfurilor.</li> </ul> <p>Lipsa de interes a ordonatorului se prezuma atunci cand:</p> <ul style="list-style-type: none"> <li>- ordonatorul a interzis in mod expres asigurarea bunurilor;</li> <li>- ordonatorul este la randul sau un operator de transport, caraus sau o campanie de depozitare.</li> </ul> <p>15.3 Expeditorul, in baza evaluariilor proprii, decide asupra tipului si scopului asigurarii conform tarifelor obisnuite din piata, cu exceptia cazului in care ordonatorul ii da indicatii diferite, specificand in scris suma asigurata si riscul care sa fie acoperit. Daca nu se agreeaza altfel, expeditorul va incheia polita de asigurare in conditiile standard existente in piata, ordonatorul exprimandu-si in scris acordul cu privire la conditiile de asigurare</p> <p>Expeditorul nu este responsabil pentru suma asigurata (valoarea bunurilor). In lipsa unor instructiuni diferite din partea ordonatorului, suma asigurata va fi egala cu valoarea de intrare a marfurilor, conform instructiunilor de expeditie.</p> <p>In lipsa declararii unor valori, se va considera ca suma asigurata valoarea de intrare au alta valoare agreata de asigurator inclusiv costurile de transport si de vamuire.</p> <p>15.4 Daca expeditorul este el insusi titularul politei de asigurare si a actionat in numele ordonatorului, este obligat, daca i se cere, sa informeze in mod coprespunzator ordonatorul. Intr-un astfel de caz expeditorul este obligat sa factureze in mod individual prima de asigurarea pentru fiecare instructiune de expeditie, sa o documenteze si sa o plateasca asiguratorului exclusiv pentru aceasta asigurare.</p> <p>Acceptul de a incheia polita de asigurare in numele ordonatorului nu inseamna ca expeditorul isi asuma obligatiile acestuia care deriva din contractul de asigurare.</p> <p>15.5 In cazul in care marfa este asigurata printr-o polita de asigurare incheiata de expeditor in numele ordonatorului, in caz de dauna, ordonatorul este indreptat doar la acele despagubiri care se vor acorda in baza politei de asigurare.</p>	<p>decides the type and purpose of the insurance at the usual market rates, unless the principal instructs the freight forwarder differently, specifying the insured sum and the risks to be covered, in writing. Unless otherwise agreed, the forwarder will insure the goods using the standard policy conditions existing in the market, having the written agreement of the principal for the insurance terms. The forwarder is not responsible for the insured amount (value of goods).</p> <p>In the absence of other instructions from the principal, the insured amount will be equal to the declared input value of the goods, accordingly to the expedition instructions.</p> <p>In the absence of the declaration of value, as the insured amount shall be deemed the input value or other value agreed by the insurer, including transport and customs costs.</p> <p>15.4 If the freight forwarder is himself the insurance policy holder and if he acted for the account of the principal he is obliged, if requested to do so, to inform the principal accordingly. In such a case the freight forwarder is obliged to invoice the premium for each freight forwarding instruction individually, to document it and to pay it to the insurer exclusively for this insurance cover. The permission to conclude the insurance policy on behalf of the principal does not mean that the forwarder undertakes the principal obligations deriving from the insurance contract.</p> <p>15.5 The freight forwarder is entitled to a special fee, apart from his reimbursements, for arranging the insurance, handling claims and other administrative tasks in connection with claims and averages. If the merchandise is insured by an insurance policy concluded by the forwarder on behalf of the principal, in case of damage, the principal is entitled only to those damages granted under the insurance policy.</p> <p>In case of damage, it is considered tha the forwarder has fulfilled his obligations once the damage is endorsed by the insurer, at the request of the principal.</p>
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<p>In caz de dauna, se considera ca expeditorul si-a indeplinit obligatiile o data cu avizarea daunei catre asigurator, la cererea ordonatorului. Gestiunea ulterioara a dosarului de dauna se poate face de catre expeditor doar in baza unor instructiuni ferme din partea ordonatorului si pe riscul si costurile acestuia din urma.</p> <p>In cazul in care marfa este asigurata printr-o polita de asigurare incheiata de ordonator, in caz de dauna, ordonatorul nu va putea pretinde expeditorului despagubiri.</p> <p>15.6 Expeditorul este indreptat la o taxa speciala, in afara de remuneratia sa, pentru a incheia asigurarea, a gestiona plangerile si orice alte sarcini administrative in legatura cu plangeri si evaluari.</p> <p><i>Drept de retentie, raspunderea si limitarea de raspundere, solutionarea litigiilor sunt guvernate de prevederile Codului Civil roman (extras atasat prezentului document).</i></p>	<p>Subsequent management of the claim file can be done by the forwarder only based on firmly instructions from the principal and at the risk and cost of the last.</p> <p>In case the merchandise is insured by an insurance policy concluded by the principal, in case of damage, the principal cannot claim compensation to the forwarder.</p> <p>15.6 The freight forwarder is entitled to a special fee, apart from his reimbursements, for arranging the insurance, handling claims and other administrative tasks in connection with claims and averages.</p> <p><i>The retention right, liability and limitation of liability, dispute resolution are governed by the provisions of the Romanian Civil Code (excerpt attached hereto).</i></p>
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### Definitii:

#### Carrier

Caraus (transportator); persoana sau companie parte intr-un contract de transport care se oblige sa transporte dintr-un loc in altul, indiferent de modul sau modurile de transport, in schimbul unui pret platit de destinatar sau de expeditor.

#### Claim

Revendicare; 1) cerere scrisa intocmita catre un furnizor de servicii de transport pentru plata despagubirilor datorita pierderii sau distrugerilor considerate ca s-au petrecut in timp ce expeditia se gasea in posesia transportatorului; 2) cerere de despagubire datorita supragreutatii.

#### Consignee

Persoana sau companie careia vanzatorul ii trimite marfa si care la prezentarea documentelor de identificare, este recunoscuta ca proprietara marfii cu scopul declararii si platii taxelor vamale.

## **Consignment**

Consignatie; 1) livrare gestionata de catre un caraus public; 2) procesul plasarii bunurilor de catre un furnizor in locatia clientului cu primirea platii dupa momentul in care bunurile sunt plasate sau vandute.

## **Freight forwarder (expeditioner)**

Companie independenta care gestioneaza in general operatiuni de import / export din pozitia de intermediar. La cererea clientului livreaza serviciile necesare pentru a expedia incarcatura de la o destinatie internationala. Expeditionerul are in grija toate documentele necesare miscarii incarcaturii, de la origine la destinatie, realizand toata documentatia necesara in numele importatorului. Expeditionerul se ocupa de asigurarea marfii si comunica toate informatiile, inclusiv cerintele de marcare si etichetare pentru transportator, indiferent de modul de transport.

## **Shipment**

Incarcatura; daca nu se prevede altfel, este incarcatura specificata de expeditor pe un conosament, in punctul de plecare, pe numele unui beneficiar, pentru o anumita destinatie, pentru o singura destinatie de descarcare.

## **The principal**

Ordonatorul – compania care comanda serviciul; clientul

## **Third party**

Terta parte; partea care achita spezele de transport, indicate in conosament, alta decat expeditorul sau destinatarul.

## **Waybill / consignment note**

Scrisoare de transport; document care contine descrierea bunurilor ce sunt parte din expeditiile transportate de carausi. Aceasta contine date despre originea si destinatia marfii, expeditorul si destinatarul precum si valoarea. Copiile documentului insotesc marfa si sunt retinute de agentii de livrare, fiind utilizate de carausi pentru inregistrare si control intern, in special pe durata tranzitului. Acest document nu poate fi contract de transport.

*Sursa dictionarului de termini: Glosarul de termeni Logistica si Supply Chain, editia 2008*

Material realizat cu sprijinul:

