



All Mode Transport

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GENERAL CONDITIONS

All Mode Transport hereafter named as A.M.T.

1. Liability

In our capacity as a Forwarding agent A.M.T. will always act as an intermediary. All operations and activities will be executed at the costs and risk of the client. A.M.T. perform his duties with care, dedication and understanding and ensures a professional standard of the instructions given to him.

A.M.T. cannot be held liable for any damage caused by war, strike, boycott, lack of availability, weather or natural disasters.

In case the shipment is transferred to third parties, A.M.T. cannot be held liable for any direct or indirect damages, including economic loss consequential or intangible damage caused by damage, theft, delay or loss of the shipment.

2. Rates and Offers

All bids and offers are non-committal and without any obligation. By accepting an offer an agreement has been established. All prices offered are based on the tariffs, cargo and exchange rates prevailing at the time of the offering.

All offered rates and prices are subject to final weights, dimensions, space availability, loadability and final confirmation from the respective Airline or Trucking company to accept the shipment.

If an all-inclusive rate has been agreed, the costs for duties, taxes and charges for consular-legalization fees, fees for the drawing of bank guarantees, transport insurance are excluded, unless specified on the offer. Unforeseen costs as crane hire or special loading and/or offloading equipment, export storage charges are excluded, unless specified on the offer.

For exceptional performance, unusual, special time-consuming, beyond office hours or in case extremely efforts may be required, an additional charges might be applicable

3. Responsibility

A.M.T. cannot and will not be held responsible for damages caused by inaccuracy, embezzlement, incompetence or incomplete documentation and / or instructions or negligence of the client/principal.

Client / Principal is in all cases responsible to send clear and legal instructions to A.M.T. in due time. A.M.T. cannot be held responsible for damage or costs which are occurred by too late instructions or too late deliveries by third parties.

A.M.T. can and will not be responsible for any damage unless the client can proof that damage was caused by deliberate misconduct or negligence of our employees. In case of direct damage caused by handling or negligence of our employees, the compensation is limited.

Client/Principal will have to insure transport per shipment. A.M.T. is offering their service excluding transport insurance.

A.M.T. cannot be held responsible, in any case, for damage, loss or delays by third parties. Claims will be handled in name of client/principal and must be consigned to third party, whom has caused damage, loss or delay.

4. Payments

All prices are in Euros and exclusive of sales tax (VAT) and other levies imposed by the government, unless otherwise mentioned. Quotations in foreign currencies a percentage of 3% of the total amount will be adjusted as currency fluctuation charges.

Unless specific conditions are agreed, the customer is obliged to settle our invoice within 21 days after date of invoice via a bank transfer with clear reference and invoice number. Cheques, Cash, Credit cargo payments are not accepted.

If an invoice is under dispute, the client/principal has up to 10 days after date of invoice to express his objections. After the expiration of this term, the invoice is deemed to have been accepted by the client/principal.

In case of damage, loss or delays by third parties an invoice must be settled within the agreement, otherwise A.M.T. is unable to handle a claim towards the third party, in name of client/principal.

If payments are not settled within 21 days after invoice date, or otherwise agreed. A.M.T. hold the right to adjust the total amount of invoice with 10% interest (based on yearly bases)

If the client/principal still fails to pay the overdue amount unless a notice of default, the outstanding amount will be claimed for collection by a collection agency. In which case the client/principal besides the payable amount also will be held liable for payment in full or extra-judicial and/or court costs, including all costs charged by external experts in addition to in court costs, related to the collection of his claim because activities otherwise, at the rate determined at least 15% of the total amount, increased by VAT.

5. Notes

A.M.T. is offering their service exclusive as intermediate. Air Transport is based under the conditions of the respective airline or IATA/CAO regulations. Conditions on request. Trucking service is offered under the CMR conditions. Conditions on request. A.M.T. is handling your orders in the consideration that a transport insurance is settled by our client/Principal.