

ul. Jana Pawła II 4/1

41-100 Siemianowice Śląskie

NIP (Tax ID Number): 643176416

Customer:

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**CONDITIONS OF ORDER ACCEPTANCE BY MS LOGISTICS SP. Z O.O.**

**MS Logistics Sp. z o.o. confirms the acceptance of your order no. ....................... of ........................ for execution.**

**The order will be executed by MS Logistics Sp. z o.o. under the following conditions:**

1. We accept the transport remuneration rate indicated in the content of the Customer's Order.
2. We accept the dates, places of loading and receipt of the goods and requirements as to the means and method of transport indicated in the content of the Customer's Order.
3. The payment deadline for the remuneration for the transport (which deadline is determined in the Order) is counted from the date of issue of an invoice for a given transport service by MS Logistics sp. z o.o.
4. Documents relating to the transport (at least a copy of a bill of lading) will be sent to the Customer not earlier than 21 days from the unloading date and MS Logistics Sp. z o.o. cannot be held responsible for not sending them earlier.
5. The Customer agrees to the Contractor subcontracting another carrier to provide the transport service.
6. MS Logistics Sp. z o.o. is liable towards the Customer on the terms as laid down in the CMR Convention (in the case of international transport) and the Transport Law Act (in the case of domestic transport).
7. The Customer or a person acting on the Customer’s behalf (including a shipper) is responsible for securing the goods properly for the transport and placing them in a vehicle as well as for incorrect loading and possible axle overload in the vehicle used by MS Logistics (or a person acting on the latter’s behalf) to perform the transport service.
8. In the event of any delay in loading or other demurrage in the performance of the transport service not through the fault of MS Logistics Sp. z o.o., the Customer will be required to reimburse any costs or lost benefits of the Contractor resulting from such delays.
9. MS Logistics Sp. z o.o. has the right to withdraw from the contract of carriage if a delay in loading exceeds 4 hours. The withdrawal takes place by sending an order cancellation to the Customer’s email address.
10. The Customer agrees to added loads.
11. Any other provisions contained in the Customer’s Order do not apply to the transport provided by MS Logistics Sp. z o.o., including provisions on contractual penalties.
12. Any loss or wastage of or damage to the goods or any delay in transportation does not withhold the payment of the remuneration due to MS Logistics Sp. z o.o. for the performance of the contract of carriage.
13. The Customer undertakes to pay the remuneration for the transport on time, without the right to withhold its payment and set off mutual claims without the written consent of MS Logistics Sp. z o.o.
14. In the case of disputes between MS Logistics Sp. z o.o. and the Customer, the court competent to resolve them is the court competent for the seat of MS Logistics Sp. z o.o.

