

GENERAL TRANSPORTING CONDITIONS OF
BI-KA LOGISZTIKA KFT.

Valid from: 18.10.2018. until recalled

1. General conditions:

Conditions referring to acceptance of price-quotation:

After reviewing and accepting our quotation, please confirm it with the accepting declaration at us. We consider it also in case of verbal or written acceptance, without the written confirmation of the consigner, as a valid transport order. In case of waiving the verbally, written or on phone accepted price-quotation or transport order by the consigner, if our company has already taken steps in order to complete the task, then consigner has to pay 200 € penalty per transaction, which is counted in the restitution.

We consider the conditions of this offer as accepted by you, if the offer or transport has been confirmed and ordered by you verbally, in writing or by phone.

We would like to ask you to honour us with your order whose general deadline to hand in is 48 hours before beginning the compliance of the transport task.

If the loading deadline is within 48 hours, then we would like to ask you to conciliate about the actual transport with our colleague on telephone.

BI-KA Logisztika Kft. communicates its declarations meant for the partner in a letter sent to the partner's registered office. The partner engages to ensure that the mail is received at the registered office. In case the registered letter with acknowledgement of receipt sent by BI-KA Logisztika Kft. is returned with the mention "unclaimed", "unknown", or "moved", the content of the mail shall be considered communicated on the 5th day following the postal return date.

In case the partner does not pay the service fee before the due date to BI-KA Logisztika Kft., then the partner shall be charged for all costs that are justifiable, and effectively promote the recovery of the claimed amount (fee of a winding-up institution, lawyer's fee, postal charges) having incurred on the part of BI-KA Logisztika Kft. in relation to the recovery of the claimed amount.

By accepting the General Terms and Conditions, the contracting partner agrees that BI-KA Logisztika Kft. may manage their personal data in their records, for the purpose of fulfilling the contractual obligations, and claim their due, and to transmit these data for the latter purpose to a third party (a winding-up institution).

GDPR

Consigner takes notice and accepts, that in order to fulfill its contractual obligations, BI-KA Logisztika Kft. manages consignor's personal data according to its Data Protection Information, which can be reviewed on the homepage of BI-KA Logisztika Kft. The purpose and legal base of the aforementioned data management is the EU 2016/679 regulation (GDPR) and its paragraph number 6, 1st article b)-c) and f) sections. Consigner warrants, that in order to secure the legal base of managing and hand-over of personal data it will take all necessary measures and relay all necessary information towards involved parties. It is the sole interest of the Consigner to fulfill these obligations. Consigner accepts and cognizes, that in case of causing harm towards BI-KA Logisztika Kft. whilst its employees are fulfilling present contract will be liable according to the Civil Code and its normative rules in regards of the breach of the contract. Such a breach will be a case if not following the relevant measures and laws in terms of relaying information or forming the legal base of data transmission. Consigner cognizes, that if no other notice address will be named towards BI-KA Logisztika Kft. all further contractual notices, new contract initiatives, contact cases and information will be transmitted to the contact person(s) e-mail address named within present contract.

Invoicing:

It is possible to prepare the invoice without any attachment, or with backed or original CMR (delivery note) in attachment. If there have to be any other documents in the attachment of our invoice next to the copy of the CMR or the original CMR (delivery note), which were handed to the truck-driver while transporting, then we would like to ask you to inform our company about these documents before fulfilling the order, or in writing on the order.

2. Special conditions in case of international relations and trucks of normal structure:

Ware transportations which cross the border of Hungarian Republic are considered to be international relations.

Conditions influencing our price-quotation and fulfillment of the order:**Transit time:**

Duration of loading the truck at loading place, time of discharging, available driving time, choosing transit route, and supervision of eventual vis maior situations are influencing the expected transit time.

Transit route:

In case of transports completed between member states of the European Union, the transport task will be fulfilled within borders of European Union, on a transit route.

In case of the request of a different transit route we ask you to inform us in a written form before completing the order about the determination of the concrete transit route.

Load ability of vehicles:

Trucks can be loaded by cargo of maximum 20-21 tons in case of export, import, or transit transports in the direction of Ukraine, Russia, Romania, Bulgaria, Turkey, or Greece.

Loading:

We would like to ask you to inform our company before the fulfillment of the order in writing about instructions and regulations in connection with professional, and quality-conserving fastening of the transportable ware on truck.

Treating, loading, placing and moving the ware on truck and out of truck are the costs of the consigner or the consignee or the trustee of the consigner or the consignee.

International limitations:

Due to the developing peculiarity of transport market in August and December (offsets due to international holidays, road restrictions, offsets in summer, being on holiday), our prices regarding to this period can change subject to capacity.

Prices in our price-quotation and confirmation of the order are containing (except for individual agreements with partners):

- eventual motorway fees
- the amount of electronic road fee
- cost of ferry at relations of Sweden, Norway, Great Britain, Ireland, and Denmark

- Transport fee

Transportation prices in our quotation and confirmation of the order are not containing:

- transport insurance fee
- VAT
- cost of electronic toll road
- any other, eventually occurring incidental expenses:
 - cost of customs declaration
 - customs court usage fee
 - other forwarding costs, and there can be extra costs in case of transports to Turkey, if the ware has to be transported from or to warehouse (Serves Burges), which is about 250 EUR
 - costs of veterinary and plant health examinations
- Entry permission fee - Please inform us, if the place of loading or unloading is in Budapest, and it is a restricted area where entry permission is needed which has to be claimed 4 days before starting transport tasks. At the time of order issue, please take the above-mentioned conditions into consideration.

Other factors which influence our prices:

- change of fuel prices
- changing needs of customers
- changing EUR/HUF and USD/HUF exchange rates
- permission status (non-EU members)
- crisis on market
- rising of motorway- and highway fees
- change of items contained by freight
- Future regulation of work payment which happens in the loading/unloading country and higher than in Hungary.

Insurance conditions:

The general maximum value of CMR liability insurance at international relation is 100.000 EUR/damage in case of 24-tons trucks, and 50.000 EUR/damage in case of 3-tons trucks. CMR liability insurance contains a compensation limit, which has a measure of 8,33 SDR/gross weight of the product, that currently is at about 10,11 EUR/gross weight of the product.

If the value of the ware exceeds the limit of CMR liability insurance, you can ask BI-KA LOGISZTIKA Kft. to contract a transport insurance on favorable terms.

Payment terms:

When settling invoices being raised in HUF, than we issue the invoices based on the exchange-rate of the Hungarian National Bank (MNB), day of loading. The limit of applied exchange-rate is 1 EUR = 305 HUF.

3. Special conditions in case of inland relations, normal structure truck:

Ware transports within the borders of Hungarian Republic are considered to be inland relations.

Loading:

We would like to ask you to inform our company in written about instructions and regulations in connection with professional, and quality-conserving fastening of the consignment on truck before the fulfilling of the order.

Treating, loading, placing and moving the ware on truck and out of truck are the costs of the consigner or the consignee or the trustee of the consigner or the consignee.

Transportation prices in our price-quotation and confirmation of the order are containing (except for individual agreements with partners):

- eventual motorway fees
- the amount of electronic road fee
- transport fee

Transportation prices in our price-quotation and confirmation of the order are not containing:

- value-added tax (VAT)
- Electronic toll road
- transport insurance fee
- any other, eventually occurrent incidental expenses:
 - costs of veterinary and plant health examinations

- Entry Permission fee- Please inform us, if the place of loading or unloading is in Budapest, and it is a restricted area where entry permission is needed which has to be claimed 4 days before starting transport tasks. At the time of order issue, please take the above-mentioned conditions into consideration.

Other factors which influence our prices:

- change of fuel prices
- changing needs of customers
- crisis on market
- rising of motorway- and highway fees
- change of items contained by freight
- Future regulation of work payment which happens in the loading/unloading country and higher than in Hungary.

Insurance conditions:

In case of inland transportation, transporter companies are not bound to contract Inland Transport Liability, and Insurance contracted by the forwarding companies, or lack of it does not provide appropriate coverage for full adjustment of an eventual damage, hence as mindful forwarder we recommend you to contract an individual or complex inland transport insurance. Generally, in case of inland ware transport, BI-KA LOGISZTIKA Kft. helps you to contract a transport insurance on favorable terms.

In further questions at both international and inland relations the Hungarian General Forwarding Conditions are normative, accepted in 29th May 2014, which can be found on our homepage www.bi-ka.hu.