

Transport Terms and Conditions of Sinid International Logistics, s.r.o. – Sea Freight

This document contains the transport terms and conditions of Sinid International Logistics, s.r.o. (hereinafter referred to as “Sinid”), applicable to all orders for sea freight transport of goods from our customers. These terms are based on generally binding legal regulations, the General Forwarding Conditions of the Association of Logistics and Freight Forwarding of the Slovak Republic (VZP), and internationally recognized Incoterms 2020. The terms define the rights, obligations, and responsibilities of all involved parties – Sinid as the freight forwarder, our customers as principals, and contracted carriers.

Definitions

- **Freight Forwarder (Forwarding Agent)** – A person or company that organizes the transport of goods on behalf of the principal. The forwarder concludes contracts with carriers and provides additional services. The legal relationship is governed by the VZP; these apply if agreed in writing and take precedence over the general Commercial Code.
 - **Principal (Shipper)** – A person who places an order for transport services and provides the forwarder with all necessary information. The principal is responsible for proper packaging, labeling, and documentation of the goods and must pay the freight and related costs.
 - **Carrier** – An entity performing the physical transport (shipping line, trucking company, railway). Its obligations towards the principal arise from the contract with the forwarder.
 - **Incoterms** – A set of 11 international trade terms (2020 edition) defining when risk, costs, and insurance obligations transfer from seller to buyer. In sea transport, FAS, FOB, CFR, and CIF are most commonly used.
FCL (Full Container Load) refers to the use of a full container for a single client, while LCL (Less than Container Load) means consolidation of smaller shipments from multiple customers into one container.
 - **SDR (Special Drawing Rights)** – An international monetary unit used to calculate liability limits of the forwarder (1 SDR \approx 1.2–1.3 EUR; exchange rate varies).
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Obligations of the Principal (Shipper)

1. **Proper Packaging and Labeling**
 - Goods must be packed to withstand long sea transport, port handling, temperature fluctuations, humidity, and vibrations. Pallets, wooden crates, or special containers are used; small packages must be consolidated into larger units.

- Wooden packaging used in international transport must comply with ISPM 15 standards (treated and marked with a stamp) and be accompanied by a certificate.
 - Packaging must include weight, handling symbols, and details of sender and consignee. Heavy cargo (>1,000 kg) must be specially marked.
 - Deficiencies in packaging, labeling, or securing of goods are solely the responsibility of the principal; neither the forwarder nor the carrier is liable.
2. **Provision of Information and Documentation**
 - The shipper must provide complete details on the nature of the goods, quantity, weight, dimensions, value, transport conditions, and required delivery time.
 - The shipment must include transport documents, a commercial invoice, packing list, and all documents required for customs clearance. Regulated goods (e.g. dangerous goods, food) require specific permits.
 3. **Loading and Unloading**
 - In FCL transport, the principal is responsible for loading, securing, sealing, and possibly unloading the container. Unless agreed otherwise, the principal provides necessary equipment (e.g. pallet trucks, cranes) or covers rental costs.
 - In LCL transport, consolidation and loading are organized by the forwarder; the principal must provide accurate shipment parameters in advance.
 4. **Payment of Costs**
 - The principal must pay freight charges, port fees, handling costs, and other charges related to the selected Incoterm on time. In case of delay, the forwarder may withhold delivery of goods.
 5. **Liability for Prohibited or Dangerous Goods**
 - The shipper must not send prohibited items (e.g. explosives, drugs, weapons, counterfeit goods, live animals without permits).
 - Dangerous goods (IMO classes 1–9) may only be transported with proper declaration, packaging, and labeling according to the IMDG Code; a Safety Data Sheet (SDS) must be provided.
 - Concealment of dangerous goods makes the principal liable for all damages, penalties, and possible exclusion from transport. The forwarder or carrier may refuse or destroy such shipment.
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Obligations of the Forwarder and Carrier

1. **Organization of Transport**
 - The forwarder contracts suitable carriers, books transport capacity, and arranges containers. While following the principal's instructions, the forwarder may choose routes and means based on current conditions unless otherwise agreed.
2. **Acceptance of Shipment**
 - Upon receipt, the forwarder or carrier checks the number of packages, external condition, and visible damage. They are not obliged to inspect contents unless agreed.
 - They may refuse shipment if packaging is clearly unsuitable or unsafe.
3. **Transport and Handling**
 - The carrier ensures safe transport and proper stowage onboard. In LCL, different goods must be properly separated.

- The forwarder may open or inspect the shipment only if necessary (e.g. suspicion of dangerous goods, damaged packaging). A report must be made.
- 4. Liability and Compensation Limits**
- Under VZP, the forwarder is liable only if obligations are breached. Compensation is limited to 8.33 SDR per kg of gross weight, max. 20,000 SDR per claim. Compensation for delay is limited to the agreed freight amount. No liability for loss of profit or indirect damages.
 - Higher liability must be agreed in writing and for an additional fee.
 - No liability for damage due to improper packaging, labeling, or container issues caused by the principal, nor for force majeure (natural disasters, war, strikes), government actions, or customs delays.
- 5. Delays and Delivery**
- Transit times are indicative and may change due to weather, port congestion, vessel delays, or force majeure. No penalty applies unless agreed otherwise.
 - Upon arrival, port and customs fees must be paid. If the consignee refuses or cannot be contacted, the shipment may be returned or stored at the principal's expense.
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Cargo Insurance and Incoterms

- 1. Incoterms and Risk Transfer**
- Incoterms 2020 define when risk, costs, and insurance obligations transfer. Example: under FOB, risk transfers when goods are loaded onboard; under CIF, the seller pays freight and insurance to destination port.
 - These must be clearly stated in the contract and transport documents.
- 2. Cargo Insurance**
- Even if Incoterms define insurance responsibility, it is recommended to arrange cargo insurance covering sea transport risks. The forwarder may arrange this upon request.
 - In case of damage, it must be reported immediately, documented (photos), and recorded with the carrier or port authority. Claims must be filed within deadlines with all documents attached.
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Claims and Dispute Resolution

- 1. Damage Notification**
- The consignee must inspect the shipment upon receipt and note visible damage in transport documents. Hidden damage must be reported in writing without delay (typically within 3–7 days).
- 2. Claim Documentation**
- Claims must include: transport document, photos, invoice, damage report, and possibly an independent expert report.
- 3. Dispute Resolution**
- Parties will attempt amicable resolution. If unsuccessful, disputes are submitted to arbitration or competent Slovak courts, unless agreed otherwise. Slovak law applies.

Final Provisions

- **Applicability** – These terms become part of the contract once referenced. By confirming an order, the customer agrees to them.
- **Amendments** – Changes are valid only if agreed in writing.
- **Severability** – If any provision becomes invalid, the rest remains in force.
- **Validity and Updates** – Effective from March 19, 2026. Terms may be updated; new versions apply to future orders.

Compliance with these transport conditions minimizes risks, prevents delays, and ensures transparent cooperation between all parties in sea freight transport.

In Košice, dated 20 March 2026



Krasnický Šimon
CEO

Sinid International Logistics s.r.o.