



# Sea Freight Terms and Conditions

Sinid International Logistics s.r.o.

<b>Document</b>	Sea Freight Terms and Conditions
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<b>Company</b>	Sinid International Logistics s.r.o., Trieda KVP 3111/1, 040 23 Košice, Slovak Republic, Company ID: 53636619

These terms govern sea freight forwarding and related services provided by Sinid International Logistics s.r.o. They are designed for publication as a public web copy and for incorporation by reference into customer orders, quotations and transport instructions.

These terms do not replace a customer specific written agreement, quotation, transport order, bill of lading, sea waybill, carrier tariff, port rule, customs rule or mandatory law. Where a written agreement expressly differs from these terms, the written agreement prevails to the extent of the conflict.

## 1. Definitions

Company means Sinid International Logistics s.r.o., Trieda KVP 3111/1, 040 23 Košice, Slovak Republic, Company ID: 53636619.

Customer means the shipper, consignee, sender, receiver, principal, importer, exporter, cargo owner or any person placing an order with the Company or acting on behalf of such person.

Services mean sea freight forwarding, FCL, LCL, container booking, consolidation, documentation support, pre carriage, on carriage, customs related support, warehousing coordination, cargo insurance arrangement and related logistics services.

Carrier means any ocean carrier, shipping line, feeder operator, terminal, port, road carrier, rail operator, warehouse, customs broker or other third party involved in physical carriage, handling or performance of the Services.

Goods mean cargo, containers, packages, pallets, units, documents and all items handled under an order.

## 2. Role of the Company

Unless expressly agreed in writing, the Company acts as a freight forwarder and logistics organiser, not as a maritime carrier, vessel operator or owner of transport infrastructure.

The Company may select carriers, routes, ports, terminals, warehouses, consolidators and subcontractors according to availability, operational feasibility, safety, compliance requirements and customer instructions.

The Company is not responsible for acts, omissions, tariffs, schedules, congestion, closures, strikes, detention decisions, customs actions or operational restrictions of third party carriers, ports, terminals and authorities, except to the extent liability cannot be excluded by mandatory law.

## 3. Order, Quotation and Acceptance



A quotation is based on information available at the time of issue and is subject to space, equipment availability, carrier acceptance, applicable surcharges and final operational confirmation.

An order is accepted only when confirmed by the Company in writing or by performance of the requested Services. Verbal requests must be confirmed in writing without delay.

The Customer is responsible for checking all booking confirmations, shipping instructions, freight details, addresses, Incoterms, commodity descriptions, weights, dimensions, container type, delivery terms and document requirements.

## 4. Customer Information and Documents

The Customer must provide complete, accurate and timely information required for the Services, including commodity description, HS codes where relevant, gross weight, volume, dimensions, number of packages, value where needed, origin, destination, Incoterms, customs status, dangerous goods status and special handling requirements.

The Customer must provide all documents required for export, import, transit, customs clearance, security filings, certificates, licences, permits, commercial invoices, packing lists, bills of lading instructions and any other regulatory or operational requirement.

The Customer is liable for consequences arising from incorrect, incomplete, late or misleading information, including fines, penalties, customs claims, storage, demurrage, detention, delays, cargo refusal, cargo destruction, re routing, additional freight and third party claims.

## 5. Packaging, Marking, Loading and Container Responsibility

The Customer must ensure that the Goods are properly packed, marked, labelled, documented and prepared for sea transport, port handling, humidity, vibration, stacking, temperature changes and long transit times.

For FCL shipments loaded by or on behalf of the Customer, the Customer is responsible for correct loading, securing, blocking, bracing, weight distribution, container suitability, seal integrity and compliance with applicable verified gross mass requirements.

Wood packaging, pallets and dunnage must comply with applicable phytosanitary requirements, including ISPM 15 where applicable. Heavy cargo, fragile cargo, out of gauge cargo, temperature sensitive cargo and hazardous cargo must be declared in advance and handled under specific written instructions.

## 6. Dangerous, Restricted and Special Cargo

Dangerous goods may be accepted only if declared in writing in advance and supported by complete and correct documentation, including IMO class, UN number, packing group, marine pollutant status, emergency information, Safety Data Sheet and required labels and marks.

The Company may refuse, stop, return, isolate, unload, store, re route or arrange disposal of Goods if they are prohibited, undeclared, incorrectly declared, unsafe, unlawful, sanctioned, restricted, improperly packed or otherwise unsuitable for transport.

The Customer indemnifies the Company against all losses, claims, fines, penalties, damages, costs and liabilities arising from undeclared, incorrectly declared or non compliant Goods.

## 7. Incoterms and Allocation of Commercial Risk

Where the Customer refers to Incoterms, the Customer must specify the full Incoterms rule, named place or port and the applicable version, preferably Incoterms 2020.



Incoterms regulate the allocation of costs, risks and obligations between seller and buyer under a sale contract. They do not automatically determine the liability of the Company, the carrier, the port, the terminal or any subcontractor under a transport or forwarding contract.

If no Incoterms rule is clearly stated, the Company may rely on the practical transport instructions received, but the Customer remains responsible for any dispute between seller, buyer, shipper and consignee.

## 8. Freight, Charges and Payment

Prices may include only the services expressly stated in the quotation. Unless expressly included, prices exclude customs duties, taxes, VAT, port charges, terminal handling, documentation charges, customs inspections, demurrage, detention, storage, waiting time, re delivery, amendments, cancellation fees, fumigation, weighing, scanning, security charges, war risk charges, congestion charges and other third party costs.

Freight and charges are payable according to the agreed payment terms. The Company may require prepayment, payment security or settlement of overdue amounts before releasing documents, cargo, delivery orders or further services, where permitted by law.

The Customer must reimburse all additional costs caused by incorrect information, late documents, customs issues, port or terminal decisions, carrier surcharges, delays, inspections, cargo refusal, customer changes or events outside the Company's control.

## 9. Demurrage, Detention, Storage and Waiting Time

The Customer is responsible for demurrage, detention, storage, quay rent, plug in charges, container cleaning, terminal charges, port charges, waiting time and similar costs incurred before, during or after transport, unless these costs are caused solely by the proven fault of the Company and mandatory law does not provide otherwise.

Free time granted by a carrier, terminal or depot is subject to the relevant tariff and operational conditions. The Company does not guarantee free time unless expressly confirmed in writing.

## 10. Transit Times, Schedules and Delays

Transit times, sailing schedules, departure dates, arrival dates and delivery dates are estimates unless expressly guaranteed in writing. Sea freight is subject to vessel delays, port congestion, weather, carrier changes, blank sailings, roll over, inspections, strikes, customs actions, equipment shortages and other operational disruptions.

The Company is not liable for delay, loss of profit, production stop, market loss, contractual penalties or consequential loss arising from delay, except to the extent such liability cannot be excluded by mandatory law.

## 11. Cargo Insurance

Cargo insurance is not automatically included. The Company arranges cargo insurance only upon the Customer's clear written instruction and subject to insurer acceptance, premium payment and the applicable insurance terms.

If the Customer does not request cargo insurance in writing, the Customer accepts that the Goods may be carried without cargo insurance arranged by the Company and that carrier or forwarder liability may be limited by law, convention, tariff or contractual terms.

## 12. Liability and Limitation



The Company's liability is limited to direct loss caused by its proven fault in the performance of the Services, subject to all limitations, exclusions and defences available under applicable law, mandatory conventions, carrier conditions, forwarding conditions, tariffs and these terms.

The Company is not liable for loss, damage, delay, fines or costs caused by the Customer, shipper, consignee, carrier, terminal, port, customs authority, public authority, force majeure, incorrect documents, insufficient packaging, inherent vice of the Goods, sanctions restrictions, prohibited cargo, incorrect declaration or circumstances outside the Company's reasonable control.

The Company is not liable for indirect, consequential, special or punitive damages, including loss of profit, loss of production, loss of market, contractual penalties, reputational harm or business interruption, unless such exclusion is prohibited by mandatory law.

### **13. Claims and Notice of Loss or Damage**

The Customer must inspect the Goods and transport documents immediately upon delivery or availability. Visible loss or damage must be recorded on the relevant transport document and reported to the Company without delay.

Concealed loss or damage must be reported in writing without delay after discovery and within the period required by applicable law, carrier conditions or insurance terms. The Customer must provide photos, delivery documents, commercial invoice, packing list, claim calculation, survey report where available and all other evidence reasonably required.

Submitting a claim does not suspend the Customer's payment obligations unless mandatory law or a written agreement provides otherwise.

### **14. Lien and Retention Rights**

To the extent permitted by law, the Company may exercise a lien, retention right or similar security right over Goods, documents, proceeds or related items for unpaid freight, charges, costs, claims and amounts due from the Customer under the relevant transaction or ongoing business relationship.

### **15. Compliance, Sanctions and Export Controls**

The Customer must comply with all applicable sanctions, export control, import control, customs, anti bribery, anti money laundering, security and trade compliance laws. The Customer must not request services involving prohibited goods, sanctioned parties, restricted destinations or unlawful transactions.

The Company may refuse, suspend or terminate services if it reasonably believes that performance may breach applicable compliance obligations or expose the Company to legal, financial or reputational risk.

### **16. Force Majeure**

The Company is not liable for failure or delay caused by events outside its reasonable control, including natural disasters, severe weather, war, terrorism, cyber incidents, strikes, port congestion, vessel breakdown, pandemic measures, authority decisions, customs actions, sanctions restrictions, shortages of equipment, fire, accidents, infrastructure failure and carrier schedule changes.

### **17. Governing Law and Jurisdiction**

Unless mandatory law or a written agreement provides otherwise, these terms and related services are governed by the laws of the Slovak Republic. Disputes shall be submitted to the competent courts of the Slovak Republic, unless the parties agree otherwise in writing or mandatory international rules apply.



## 18. Language and Updates

This English version is intended as the primary version for international sea freight services. If a Slovak version or another language version is published, the English version prevails for international shipments unless mandatory Slovak law requires otherwise or the parties expressly agree otherwise in writing.

The Company may update these terms from time to time. The version published on the Company's website at the time of order acceptance applies unless a separate written agreement states otherwise.

## 19. Final Provisions

If any provision of these terms is found invalid or unenforceable, the remaining provisions remain valid and enforceable to the fullest extent permitted by law. The parties shall replace the invalid provision with a valid provision that reflects the original commercial purpose as closely as possible.

Effective date: 23 May 2026.

Issued by Sinid International Logistics s.r.o., Košice, Slovak Republic.