

Rules & Regulations of TRANSORION MTD Sp. z o.o.

1. General Provisions

These Rules & Regulations define the principles of cooperation between TRANSORION MTD Sp. z o.o. ("TRANSORION") and the Client in the scope of domestic and international road transport of goods. The Regulations constitute an integral part of every offer, transport confirmation, contract, order, or any other commercial document related to the performance of transport services by TRANSORION.

Acceptance of a transport order from TRANSORION by the Client constitutes full acceptance of these Regulations, regardless of the content of the order submitted by the Client.

In the event of discrepancies between these Regulations and the Client's order, the provisions of the Regulations shall prevail unless the parties agree otherwise in writing or by email.

TRANSORION operates in accordance with the CMR Convention, the Civil Code, and other applicable legal regulations.

2. Scope of TRANSORION's Liability

TRANSORION is liable for the transported cargo only within the limits defined by the CMR Convention and the Civil Code.

TRANSORION is not liable for delays, damages, or other events resulting from circumstances beyond its control, in particular:

- weather conditions,
- traffic jams, roadblocks, protests,
- inspections by authorities,
- infrastructure failures,
- actions of third parties,
- decisions of administrative bodies,
- force majeure.

Any contractual penalties, deductions, financial charges, or other sanctions imposed on TRANSORION due to delays or events beyond the carrier's control are unacceptable unless they have been expressly agreed upon in advance with an authorized representative of TRANSORION.

TRANSORION does not accept unilateral financial provisions included in the Client's orders, particularly those concerning penalties, deductions, liability limits, or additional obligations—unless mutually confirmed by both parties.

TRANSORION is not liable for damages resulting from incorrect, incomplete, or false information provided by the Client.

3. Transport Execution Rules

TRANSORION performs transport services with due diligence, in accordance with applicable legal regulations and safety standards.

The Client is obliged to provide complete and accurate cargo information, including:

- type of goods,
- weight and dimensions,
- ADR requirements,
- temperature requirements,
- securing requirements,
- cargo value (if exceeding standard CMR limits).

TRANSORION reserves the right to refuse transport if discrepancies or safety risks are identified.

TRANSORION is not liable for consequences resulting from improper loading if loading is performed by the Client or its representatives.

4. Working Time, Loading and Unloading

The standard free waiting time for loading or unloading is 2 hours from the vehicle's arrival.

After this period, a demurrage fee of **250 EUR for each commenced 24 hours** is charged and added to the transport rate.

If loading or unloading does not begin within 2 hours of the vehicle's arrival, TRANSORION reserves the right to leave the loading/unloading site without incurring any penalties or costs.

The Client is responsible for ensuring efficient and safe loading and unloading, including the availability of ramps, equipment, and personnel.

TRANSORION is not liable for delays resulting from queues, lack of time slots, warehouse notifications, or internal warehouse procedures.

5. Pallets and Returnable Packaging

TRANSORION does not perform the exchange of empty pallets or other returnable packaging.

Any penalties, fees, or charges related to the lack of pallet exchange are invalid and not accepted unless agreed otherwise in writing.

6. Dangerous Goods (ADR)

TRANSORION performs ADR transport only after prior agreement and confirmation of transport conditions.

The Client is obliged to provide complete ADR documentation, including:

- safety data sheets,
- UN numbers,
- hazard classes,
- tunnel codes,
- securing requirements.

TRANSORION is not liable for delays or damages resulting from missing or incorrect ADR documentation.

TRANSORION reserves the right to refuse loading if non-compliance with ADR regulations is identified.

7. High-Value / High-Risk Goods

High-value goods are defined as cargo exceeding the standard CMR liability limit.

The Client must declare the cargo value in writing before transport begins.

TRANSORION may refuse transport or propose additional security measures, including:

- escort services,
- guarded parking,
- GPS monitoring,
- additional cargo insurance.

If the cargo value is not declared, TRANSORION's liability is limited to CMR limits.

TRANSORION is not liable for damages resulting from failure to declare or underreporting the cargo value.

8. Transport Exchanges (Trans.eu, Timocom, etc.)

For orders received via transport exchanges, only the conditions agreed directly with TRANSORION apply, not the unilateral regulations of the exchanges.

TRANSORION does not accept automatic penalties, charges, or sanctions arising from platform regulations.

All claims must be submitted directly to TRANSORION, not via automated exchange systems.

TRANSORION reserves the right to refuse an order if the exchange's conditions conflict with these Regulations.

9. Documents and Confirmations

The Client is obliged to provide correct transport documents (CMR, loading lists, ADR instructions, customs documents).

TRANSORION is not liable for delays resulting from missing or incorrect documents.

Original documents may be sent by post at the Client's expense if required by accounting or customs procedures.

10. Financial Terms

Payments for transport services are made according to the payment terms indicated on the invoice.

Any deductions, compensations, or unilateral charges are unacceptable without TRANSORION's written consent.

In case of delayed payment, statutory interest for late payment in commercial transactions will be charged.

TRANSORION reserves the right to suspend further orders in case of outstanding payments.

11. Complaints and Claims

Claims regarding damages or shortages must be submitted in accordance with CMR procedures. Financial claims against TRANSORION must be submitted in writing with complete documentation. TRANSORION reserves the right to reject undocumented or late claims. TRANSORION does not accept claims arising from unilateral provisions of the Client.

12. Final Provisions

All disputes arising from cooperation between TRANSORION and the Client shall be resolved by the court competent for TRANSORION's registered office.

In matters not regulated by these Regulations, the provisions of the CMR Convention, the Civil Code, and other applicable legal regulations shall apply.

TRANSORION reserves the right to update the Regulations.

The current version is always available at: www.transorion.pl/rules-regulations ([transorion.pl in Bing](#))

Jeśli chcesz, mogę przygotować również: