

General Terms for carriers

1. The Carrier is obliged to organize the assigned international road transport of goods according to the conditions indicated by “Semela Logistics” Ltd in this order-contract. The Carrier is obliged to secure a technically roadworthy vehicle, suitable to execute the assigned transportation, equipped with all necessary documents and a valid CMR insurance. Upon request by “Semela Logistics” Ltd, the insurance policy should be immediately presented. In case that the CMR insurance is missing, the Carrier is responsible for all damages to their full amount.
2. The driver of the vehicle must be present to the loading, to check the condition of the packaging and to control the conformity of the load in terms of amount, assortment, volume, gross weight and etc. to the present order, the bill of lading and other accompanying documents. When a discrepancy is established, the Carrier immediately informs in a written form “Semela Logistics” Ltd, while the vehicle is at the loading point and expects their instructions. The remarks about the load and its packaging are written in the bill of lading by the driver of the vehicle. When the obligations regarding the previous two sentences are not observed, all damages that occurred as a result, including fines are on the account of the Carrier.
3. Upon request by “Semela Logistics” Ltd the Carrier is obliged within one hour to send written information about the location and movement of the vehicle as well as to inform about the expected date of arrival at the offloading point not later than 24 hours prior the offloading deadline. If such information is missing or wrong information is being sent regarding the loading, movement or offloading of the vehicle, the Carrier owes a penalty in the amount of 100 euro for every single violation.
4. The Carrier is obliged to inform immediately in a written form “Semela Logistics” Ltd for all delays in the transportation, all detours from the standard route, as well as for all possible additional expenses. “Semela Logistics” Ltd is obliged to cover only additional expenses for which they have been informed in advance and for which they have explicitly agreed in a written form. Transfer-loading of the goods to another vehicle is allowed only upon the explicit written confirmation given in advance by “Semela Logistics” Ltd.
5. Additional loading of whatsoever other loads on the vehicle is allowed only upon the explicit written confirmation given in advance by “Semela Logistics” Ltd. In case the Carrier fails to observe this condition, the Carrier will owe a penalty in the amount of 500 euro for each separate violation.
6. The Carrier is obliged to deliver the load to the recipient that is indicated in the order and in the bill of lading, except in case that explicit written confirmation given in advance by “Semela Logistics” Ltd. have given a different instruction as well as to sign all necessary documents including the bill of lading for the receipt and delivery of the load.
7. The Carrier is responsible for the complete or partial lack and/or damage of the load from the moment of its acceptance for transportation up to its delivery to the recipient. When there are damages or lacks in the transported load, regardless of the amount and type and due to what reason, the Carrier is obliged to strictly follow the established legal deadlines and procedures for the filling-in of the documents, necessary in this case and to immediately inform the competent authorities, insurers and “Semela Logistics” Ltd.
8. The nondemurrage period for loading, duty payment and offloading is 24 hours.
9. If the Carrier fails to observe the deadlines for loading and offloading of the goods, the Carrier owes to “Semela Logistics” Ltd a penalty in the amount of 100 euro for each overdue day.
10. When establishing of a direct contact with a client of “Semela Logistics” Ltd prior, during or after the execution of the transportation, without the explicit consent of the latter, the Carrier owes to “Semela Logistics” Ltd a penalty in the amount of 500 euro for every violation.
11. In case that the Carrier confirms the order but fails to appear on the assigned day to load the goods, the Carrier owes a penalty in the amount of 200 euro.
12. “Semela Logistics” Ltd is obliged to pay remuneration to the Carrier for the completed transportation, according to the conditions in the present order-contract. Upon signing of this order-contract the Carrier explicitly agrees that in case of an occurred claim for damage, “Semela Logistics” Ltd will not pay the sums owed to the Carrier until the claim circumstances are clarified. After clarifying of the problem and signing of a bilateral record between “Semela Logistics” Ltd and the recipient of the goods that regulates the relationship between the parties, “Semela Logistics” Ltd is obliged within a timeframe of 14 /in words/ days to pay the sums owed to the Carrier.
13. Everything, that has not been explicitly regulated in this order-contract, is to be regulated by the rules of the Convention on the Contract for the International Carriage of Goods by Road (CMR), Obligations and Contracts Act, Commerce Act and the other Bulgarian legislation acts as well as the applicable international acts.
14. All alterations and additions to the hereby order-contract are valid if they are implemented upon mutual consent by the parties, given in a written form and they comprise an inseparable part of the same. The parties consider that the written form is observed, in case of statements made by fax and/or email.
15. The hereby order is considered to be confirmed when it is signed, sealed and returned through email and/or through sending of a CMR insurance of the vehicle and/or the vehicle appears on the assigned day to load the goods.
16. **Upon confirmation of the hereby order by the Carrier through a reply fax or email, the order is considered as a signed contract for transportation between the Carrier and “Semela Logistics” Ltd according to the conditions and deadlines indicated in the order.** All arguments, resulting from or pertaining to it or to the additional agreements regarding it, including the arguments resulting from or pertaining to interpretation, invalidity, failure to execute or termination will be solved by means of amicable settlement. In case that the parties cannot reach to an agreement, the argument will be taken to be resolved in the Arbitrary court (AC) at the Bulgarian Association of the Micro-companies (BAM) according to its Rules.
17. This order is strictly confidential and is not to be exposed and/or revealed to third parties in whatsoever manner. Otherwise the contracted freightage will not be paid.