

Transport Services General Terms and Conditions

1. These Terms and Conditions apply to transport services contracted to Quick Turtle Sp. z o.o. (hereinafter referred to as the Carrier).
2. These Terms and Conditions may be accepted by the ordering party (hereinafter referred to as the Principal) only in their entirety.
3. Every transport service is rendered in accordance with these TSGT&C.
4. A contract of carriage is deemed executed upon the Principal confirming acceptance thereof in writing (via e-mail or in Customer Panel for logged in customers of the transport application).
5. Carrier's quotation is valid for a specific order.
6. Quoted prices are exclusive of VAT and fees for auxiliary services that may be necessary for the order (such as custom duty, use of forklift truck, lift, etc.) unless otherwise agreed by the parties.

Terms and Conditions

1. The Carrier represents that:
 - a. it is an entity providing professional transport services;
 - b. it has means of transport meeting legal requirements, in appropriate condition, with proper equipment, and conforming to ecological norms;
 - c. it has means of transport conforming to regulations, in appropriate condition, with appropriate equipment, and conforming to ecological standards;
 - d. it has knowledge and expertise in transport services;
 - e. it is liable for entrusted cargo from loading to unloading;
 - f. it has a valid carrier liability insurance policy for €1,000,000.00;
 - g. it does not offer any additional cargo insurance;
 - h. it undertakes to perform transport services with due care as agreed with the Principal and in line with its instructions.
2. The Principal should provide the Carrier with all information necessary to carry out the order:
 - a. exact address of loading;
 - b. date of shipment (or a range of dates when the load will be available for loading);
 - c. contact data of the place of loading;
 - d. exact address of unloading;
 - e. date of unloading (or a range of dates when the load can be delivered);
 - f. contact data of the place of unloading;
 - g. quantity, dimensions, weight, and type of goods;
 - h. special conditions for the load;
 - i. additional requirements for loading/unloading.
3. The Carrier does not accept liability for discrepancies between information provided by the Principal and the actual order data.
4. The Carrier may refuse to accept an order should its details be at variance with information provided by the Principal.
5. Should order details change (change of address, weight, or quantity), the Carrier may adjust the price quoted to the Principal. The Principal shall be responsible for any incurred costs or damages due to discrepancies in the transport order details (quantity or weight in particular).

6. It is a duty of the Principal to confirm that goods are ready for collection.
7. If the load is not ready for collection on the date specified by the Principal, the Carrier shall charge the Principal a vehicle availability fee of €0.50/km net, not less than €150.00 net (for vehicle availability).
8. If the vehicle has to wait for the load for more than 2h, the Carrier shall charge the Principal a holding fee of €25.00/h net.
9. The Carrier may refuse to perform an order if load packaging is insufficient for safe transport. If the vehicle has to wait for preparing/packing the goods for transport, the Carrier shall charge the Principal for each hour in excess of the above-mentioned 2 hours (see section 8). Should it be impossible to change packaging of goods and the order has to be cancelled, the Carrier shall charge the Principal as per the Terms and Conditions (see section 7).
10. Any claims regarding delivered load shall be reported upon unloading and recorded in a relevant CMR document upon Carrier's consent. The Carrier accepts no liability for claims made after delivery that were not recorded in the CMR document.
11. Any circumstances beyond Carrier's control (including but not limited to force majeure) that prevent performance of all or part of obligations under an order, release the Carrier from the liability for not performing the order on time for the time of duration of the circumstances. If these impediments last excessively long, the Carrier may renounce the contract even if it is partially performed. In the case of the Carrier renouncing the contract for the above-mentioned reasons, it is entitled to compensation of expenses incurred in relation to performance of the order and pro rata remuneration for its services.
12. Force majeure means any event that is a natural disaster and extraordinary external events of general nature such as war, restrictions of martial law, insurrection, revolt, unrest, strikes, road blockades and ferry delays that could not have been prevented, and the inability to prevent their results is objective and not related to taking or failing to take any possible preventive acts.
13. The Principal authorises the Contractor to issue an invoice for services provided without their signature.
14. Maturity date is 30 days following the day an invoice is sent to the Principal by e-mail with a CMR document confirming completion of the service.
15. This date is the last day Carrier's account has to be credited.
16. To all matters not settled herein, regulations of the CMR Convention shall apply.
17. Any disputes arising hereunder shall be settled by a Court competent for Carrier's registered office.

Information Clause

In accordance with the article 13 of the Regulation of the European Parliament and of the Council (EU) on the protection of personal data of 27 April 2016 (Journal of Laws UE L 119 of 04/05/2016), hereinafter referred to as Regulation, we inform that:

1. The administrator of your personal data is Quick Turtle Sp. z o.o. with registered office at ul. Półnanki 62a, 30-740 Kraków;
2. Your personal data will be processed in order to perform the contract – in accordance with the article 6 sec. 1. (b) of the Regulation;
3. Your personal data will be made available exclusively to the entities authorized to obtain personal data or:
 - a. Entities participating in the execution of the order;
 - b. Accounting office;

4. Your personal data will be stored based on the legitimate interest pursued by the administrator (the data is processed until the termination of processing for business planning purposes);
5. You have the right to request the administrator to access personal data, rectify it, delete it or limit processing;
6. You have the right to lodge a complaint with the supervisory authority;
7. Providing personal data is voluntary, however, refusal to provide data may result in the refusal to conclude a contract.

These Terms and Conditions come into effect on 26th November 2020.