

General Terms and Conditions Montenegro Motors d.o.o.

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These General Terms and Conditions of Montenegro Motors d.o.o. (hereinafter: "General Terms and Conditions") define the regular business terms and conditions under which Montenegro Motors d.o.o. establishes business activities with its customers.

The business activities of Montenegro Motors d.o.o. are exclusively transacted subject to the most recent edition of the FIATA Model Rules for Freight Forwarding Services (hereinafter referred to as "FIATA Model Rules") as it is available on <https://www.montenegromotors.com/imprint/>, as amended by the provisions of these General Terms and Conditions as far as no mandatory provisions of national law or international conventions (e.g. CMR, Montreal Convention, Hague Convention, CIM, etc.) oppose. General terms and conditions of the customer will not apply nor be deemed to have been agreed upon, even to the extent that such do not contradict to these General Terms and Conditions. Verbal collateral agreements are ineffective.

Liability of Montenegro Motors d.o.o. for damage or loss of goods is limited to and shall not exceed 8,33 SDR (Special Drawing Rights) per kg of gross weight, and for delay to an amount not exceeding the remuneration relating to the service giving rise to the delay and for other types of loss with reference to section 8.3.3. FIATA Model Rules shall not exceed 1.800 SDR for each incident.

Limitations of liability determined by international regulations (CMR, Montreal Convention, Hague Convention, CIM, etc.) shall apply even if the accompanying documents or those issued by Montenegro Motors d.o.o. state that goods or insured value is higher than the value established with the before mentioned regulations. These limitations of liability could be increased only by written agreement prior to handing over the goods. Entries in the bill of lading or any other written or oral information about the goods' value or expressing an interest by the customer or by third parties do not override or increase the limits of liability and therefore do not represent a declaration of value or interest.

Montenegro Motors d.o.o. is entitled to have a domestic or foreign partner company execute any of the orders placed by customer, whereas its responsibility is limited to the careful choice of such foreign partner company. To the extent and insofar as Montenegro Motors d.o.o. should be liable for any of their services towards its customer, Montenegro Motors d.o.o.'s liability towards its customer is limited to the liability of the partner company in question towards Montenegro Motors d.o.o..

All air freight shipments are subject to security checks unless the customer is a "known consignor". The customer agrees that goods handed over for shipment are manually checked and the packaging may be opened for this purpose. Liability of Montenegro Motors d.o.o. is limited to intent or gross negligence, evidence of which is to be provided by the customer. However, an obligation on the part of Montenegro Motors d.o.o. to perform such a security check is not implied.

Montenegro Motors d.o.o. is entitled to issue shipping documents, in particular bills of lading, air waybills etc.; in this case, it always acts on behalf of and at the risk of the customer or sender.

Duties of Montenegro Motors d.o.o. resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures), if it can affect fulfillment of any obligations.

In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt.

Without prejudice to the rights of Montenegro Motors d.o.o. under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the customer. Montenegro Motors d.o.o. shall not be under an obligation to check that such legislations are complied with and responsibility to make it aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform it timely and in writing. The customer shall also be obliged to guarantee the safety of the supply chain to Montenegro Motors d.o.o..

A separate order is required for the transfer of dangerous goods pursuant to applicable Laws on Carriage of Dangerous Goods and international regulations and must be agreed to by Montenegro Motors d.o.o.. In addition, for the transfer of dangerous goods (1) by road, the European Agreement concerning the International Carriage of Dangerous Goods by Road classes – ADR; (2) by rail, the provisions of the Rulebook concerning the International Carriage of Dangerous Goods by Rail – RID; (3) by maritime carriage the provisions of the International Convention for the Safety of Life at Sea (SOLAS) from 1974, the International Maritime Dangerous Goods (IMDG) Code, the International Code for the Construction and Equipment of Ships Carrying Liquefied Gases in Bulk (IGC Code), the Code for the Construction and Equipment of Ships Carrying Dangerous Chemicals in Bulk (IBC Code) 1971 and 1983, the Code of Practice for the Safe Loading of Bulk- BLU CODE 1988; and/or (4) by air traffic, while complying with the accompanying technical instructions, the provisions of Annex 18 (safe carriage of dangerous goods by air) of the Convention on international civil aviation (Chicago, 1944) shall apply.

Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Montenegro Motors d.o.o. will not perform carriage of dangerous goods, in particular goods under the European Agreement concerning the International Carriage of Dangerous Goods by Road - ADR classes 1 and 7 (explosive substances and radioactive materials). The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munitions, livestock as well as substances the storage of which is subject to special legal provisions (e.g., substances hazardous to water).

The customer is obliged to provide in a timely manner all necessary information on goods (e.g., type of goods, its characteristics, quantity) and to inform Montenegro Motors d.o.o. particularly if dangerous goods are handed over for transport / storage and/or if goods require special handling. If the customer fails to provide mentioned information or provides wrong information, he/she is responsible for any damage caused. Montenegro Motors d.o.o. will not verify if the goods correspond to the information provided by the customer.

The customer shall pack the goods as agreed to or at least in an appropriate manner, in order to prevent property damage and/or personal injury and shall indemnify Montenegro Motors d.o.o. for any damage, injury, expenses or costs caused.

Returns of packaging within the meaning of the packaging ordinance as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

In case of the provision of a truck or a container transport, demurrage shall be invoiced. Two hours for both loading and unloading will be provided at no additional charge.

Invoices shall be payable immediately without any deduction. All Montenegro Motors d.o.o. offers shall be non-binding and subject to confirmation. Moreover, Montenegro Motors d.o.o. reserves the right to change air and sea freight rates at any time without prior notice.

Montenegro Motors d.o.o. shall be entitled to the agreed remuneration as stated in the offer and the customer shall pay any additional costs incurred. Fees stated in this quotation do not indicate fixed remuneration in accordance with Article 937 of the Law on Obligations.

To the extent permitted by applicable law, Montenegro Motors d.o.o. shall have a general lien on the goods and any documents relating thereto for any amount due at any time to it from the customer.

Cross-border transports do not constitute an obligation of Montenegro Motors d.o.o. to carry out customs clearance and to advance the applicable customs and exercise duties and fees on behalf of the customer, unless explicitly agreed upon in writing.

On customer's written request, outlining type of risk and value of the goods to be insured, Montenegro Motors d.o.o. will arrange for insurance of the goods. Montenegro Motors d.o.o. recommends to its customers to take out transport insurance for goods worth more than EUR 10 per kg, for sensitive goods (i.e., fragile, or theft-prone goods) as well as for cross-border transports. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.

Online bookings via third-party websites

Special and additional terms to apply for any bookings made through online load boards or cargo platform websites. Each online booking accepted by the customer/us made/accepted on third-party websites resulting in a binding transport agreement between Montenegro Motors d.o.o. and the customer at the time of booking.

A booking deposit payment is to be made by the customer to the bank account of Montenegro Motors d.o.o. within 24 hours of online booking acceptance by wire transfer or credit/debit card payment. The booking deposit will be 20% of the total transport rate or a minimum of EUR 150 per booking which will be deducted from the total price when received. Cancellation charges will apply to any online booking if a booking is cancelled by the customer after accepting our offer send through all online load boards or cargo platform provided by third-party websites.

Cancellation charges for online bookings made via third-party online load boards or cargo platform websites are as follows, 20% of the total transport price with a minimum of EUR 250 for European continental transports and EUR 500 for island or overseas destinations/origins. Loads cancelled within 48 hours of agreed load time will be charged a cancellations fee of 50% of the original quote. Loads cancelled within 24 hours of agreed load time will be charged a cancellations fee of 75% of the original quote. Loads cancelled after arrival of the truck/trailer at the pickup location will be charged a cancellations fee of 100% of the original quote.

In case above online booking cancellation charges are not paid to Montenegro Motors d.o.o. by the customer within one week after invoicing we reserve the right for legal actions of compensation of the outstanding. All payment reminders, warning and international search procedures of lawyer are to be paid by the customer.

Negative online reviews made by the customer after his cancellation of the transport in relation to the outlines charges are not accepted and resulting in a fine per website or public online portal entry. The fines for removal and damage of reputation compensation are EUR 2500 per website or public online portal entry as minimum plus EUR 75 per day online.

All offers between the parties must be kept confidential at all times and may not be disclosed to a third party.

For all possible disputes, the Montenegrin courts shall be agreed to a place of jurisdiction and the material laws of Montenegro shall apply. Montenegro Motors d.o.o. reserves the right to assert a claim against the customer before any competent court of its choice or law enforcement office.

By placing an order or by transferring goods to Montenegro Motors d.o.o. for carriage, the customer declares that he fully understood and agrees with these terms and conditions and that these terms and conditions together with the order of the customer and this quotation of Montenegro Motors d.o.o. constitute an agreement between those parties.

Statement of the use of WSPay



Statement on the protection and collection of personal data and their use. Montenegro Motors d.o.o. takes data protection and privacy very seriously. We collect only relevant and necessary data to accomplish the specified purpose and to meet our obligations. Our buyers are informed about the way the collected data is used, moreover, they can control and determine how their personal data is used. Buyers can also decide whether they want their name removed from the list used for marketing campaigns.

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All user personal data is kept strictly confidential. It is available only to employees who require such data to perform their work tasks. All employees of Montenegro Motors d.o.o. and business partners are obliged to demonstrate that their activities are compliant with the Data Protection Principles.

All payments will be affected in EUR currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into your local currency according to the current exchange rate of your national bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of the conversion there is a possibility of a slight difference from the original price stated in our Monri WSPay is a secure system for online payments, real time credit and debit card payments, and other payment methods. Monri WSPay ensures the buyer and the merchant with the secure card data entry and transfer, which is also confirmed by PCI DSS certificate. Monri WSPay uses 256-bit SSL encryption and TLS 1.2 cryptographic protocol as the highest protection standards for data entry and transfer.