

TERMENI SI CONDITII APLICABILE SERVICIILOR DE CURIERAT SI TRANSPORT CARGUS

1. APLICABILITATE

Termenii si Conditiiile sunt aplicabili in efectuarea serviciilor de curierat si de transport marfa paletizata.

Serviciile oferite de CARGUS (« **Furnizorul** » sau « **CARGUS** ») si caracteristicile acestora se regasesc in *Ofertele Comerciale* publicate la adresa www.cargus.ro.

CARGUS informeaza Beneficiarii cu privire la faptul ca serviciile oferite se pot realiza, total sau partial, si prin intermediul subcontractorilor sai, in conditiile stabilite de CARGUS. Raspunderea pentru serviciile comandate apartine societatii CARGUS.

2. ACCEPTAREA TERMENILOR SI CONDITIILOR

In momentul preluarii de catre CARGUS a expedierii, Beneficiarul accepta Termenii si Conditiiile de Transport, precum si Conditiiile Generale de Furnizare a Serviciilor Postale aprobate de ANCOM si publicate pe site-ul <https://www.cargus.ro/conditii-generale-de-furnizare-a-serviciilor-postal/>, indiferent daca a semnat sau nu Nota de Transport (NT).

3. BUNURI PERICULOASE, INTERZISE SI RESTRICTIONATE LA TRANSPORT; VALORI MAXIME ADMISE

CARGUS nu accepta preluarea bunurilor periculoase, restrictionate sau interzise la transport, in acord cu specificatiile internationale IATA, DGR, ICAO, TI, ADR, IMDG sau alte reglementari interne sau internationale. Informatiile cu privire la bunurile periculoase, interzise sau restrictionate la transport se regasesc publicate pe site-ul societatii, <https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>.

Valorile maxime admise de Cargus pentru valoarea declarata si, respectiv, pentru ramburs, in cazul trimiterilor postale care fac obiectul unui serviciu de trimitere cu valoare declarata sau al serviciului Contra Ramburs pentru trimiterile postale interne sunt urmatoarele:

TERMS AND CONDITIONS APPLICABLE TO CARGUS COURIER AND SHIPPING SERVICES

1. APPLICABILITY

The Terms and Conditions are applicable to the provision of courier and shipping of palletized goods services.

The services offered by CARGUS (the "**Provider**" or "**CARGUS**") and their characteristics are provided in the *Commercial Offers* published at the address www.cargus.ro.

CARGUS informs the Beneficiaries with respect to the fact that, the offered services can be performed, totally or partially, through its subcontractors, under the conditions established by CARGUS. The liability for the services ordered lies with CARGUS company.

2. ACCEPTANCE OF THE TERMS AND CONDITIONS

At the moment of the collection of the shipment by CARGUS, the Beneficiary accepts the Shipping Terms and Conditions, as well as the General Conditions for the Provisions of Postal Services approved by ANCOM and published on the website <https://www.cargus.ro/conditii-generale-de-furnizare-a-serviciilor-postal/>, regardless if it signed the Transport Note (NT) or not.

3. DANGEROUS GOODS, PROHIBITED AND RESTRICTED FOR SHIPPING; MAXIMUM VALUES ALLOWED

CARGUS does not accept the collection of dangerous goods, prohibited or restricted for shipping, in accordance with the IATA, DGR, ICAO, TI, ADR, IMDG international specifications or other domestic or international regulations. Information concerning dangerous goods, prohibited or restricted for shipping are provided on company's website, <https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>.

The maximum values allowed by Cargus for the declared value and, respectively, for cash on delivery, in the case of postal consignments that are the subject of a declared value service or of the Cash on Delivery service for domestic postal consignments are the following:

- 5.000,00 RON (pentru serviciul Contra Ramburs, avand ca destinatari persoane juridice).
 - 10.000,00 RON (pentru serviciul Contra Ramburs, avand ca destinatari persoane fizice).
 - 23.000,00 RON (pentru trimerile postale cu valoare declarata).
 - 1.000,00 RON (pentru serviciul Contra Ramburs sau pentru trimerile postale cu valoare declarata, indiferent de calitatea destinatarului - pentru livrarea la locker sau la un punct de contact Cargus).
- RON 5,000.00 (for the Cash on delivery service, having as consignees legal entities).
 - RON 10,000.00 (for the Cash on Delivery service, having as consignees natural persons).
 - RON 23,000.00 (for postal consignments with declared value).
 - RON 1,000.00 (for the Cash of Delivery service or for postal consignments whit declared value, no matter the capacity of the consignee – for the delivery to a locker or to a Cargus contact point).

Serviciile postale Confirmare de primire, Contra Ramburs si de trimitere cu valoare declarata avand ca obiect trimeri postale internationale sunt oferite si prestate de catre CARGUS numai in masura in care exista contracte comerciale incheiate, in forma scrisa, intre beneficiar si CARGUS, in baza unor oferte individuale negociate (suplimentare ofertei publice). Valorile maxime admise de Furnizor pentru valoarea declarata si, respectiv, pentru ramburs, in cazul trimerilor postale internationale care fac obiectul unui serviciu de trimitere cu valoare declarata sau al serviciului Contra Ramburs sunt cele stabilite si in cazul trimerilor postale interne (respectiv, echivalentul limitei maxime stabilite in moneda locala a statului strain si / sau in Euro). Prin intermediul contractelor incheiate intre parti se pot stabili alte conditii si limitele mai mari, astfel prevazute in contractul comercial corespunzator.

4. INSPECTIE

Inainte de preluare, CARGUS are dreptul sa inspecteze in orice moment expedierea Beneficiarului, fara a o deschide fara permisiunea acestuia, pentru a se asigura in masura posibilului ca sunt indeplinite conditiile de acceptare.

5. RUTE

Rutele precum si modalitatile de transport ale expedierilor Beneficiarului sunt la aprecierea CARGUS.

6. TARIFE. MODALITATI DE PLATA

Tarifele standard aferente serviciilor oferite de CARGUS se regasesc in *Ofertele Comerciale*. Tarifele standard, cat si tarifele negociate si stabilite contractual, in acest din urma caz – daca nu se agreeaza altfel sau daca Oferta Comerciala aplicabila nu prevede altfel, se aplica dupa cum urmeaza:

The Confirmation of receipt services, Cash on Delivery services and Declared Value services for international postal consignments are offered and provided by CARGUS only insofar as there are written commercial contracts concluded between the beneficiary and CARGUS, based on individually negotiated offers (supplementary to the public offer). The maximum values accepted by the Provider for declared value and, respectively, for Cash on Delivery services, in the case of international postal consignments subject to a declared value service or Cash on Delivery services, are those established for domestic postal consignments (i.e., the equivalent of the maximum limit set in the local currency of the foreign country and/or in Euros). Through the contracts concluded between the parties, other conditions and higher limits may be established as set forth in the corresponding commercial contract.

4. INSPECTION

Before collection, CARGUS is entitled to inspect in any moment the Beneficiary's delivery, without opening it, without its permission, to make sure to the extent possible that the acceptance conditions are met.

5. ROUTES

The routes and the shipping means of the Beneficiary's deliveries are at the discretion of CARGUS.

6. FEES. MEANS OF PAYMENT

The standard fees related to the services offered by CARGUS are provided in the *Commercial Offers*. The standard fees as well as the fees negotiated and established by agreement – for this latter case – if it is not agreed otherwise or if the applicable Commercial Offer does not provide otherwise, are calculated as follows:

In cazul serviciilor de curierat:

- Tariful se aplica pentru cea mai mare dintre greutatea fizica (gravimetrica) reala a trimiterii postale si greutatea volumetrica, care se calculeaza conform formulei: **lungime x latime x inaltime (masurate in centimetri) /6000.**
- Greutatea taxabila maxima admisa a unei trimiteri postale nu va depasi 31 kg.
- Lungimea maxima a unei laturi a unui colet nu va depasi 160 cm.
- Suma dimensiunilor (L+l+h) unui colet nu va depasi 180 cm.

In cazul serviciilor de transport:

- Tariful se aplica pentru cea mai mare dintre greutatea fizica (gravimetrica) a expedierii si greutatea volumetrica, care se calculeaza conform formulei: **lungime x latime x inaltime (masurate in centimetri) /6000.**
- Suma dimensiunilor (L+l+h) unui colet cu o greutate taxabila peste 31 kg si maxim 50 kg nu va depasi 180 cm.
- O expediere contine 1 (una) singura piesa.
- Greutatea fizica (gravimetrica) a unui palet nu va depasi 800 kg.
- Dimensiunile maxime ale unui palet sunt urmatoarele: 120 x 80 x 180 (cm).

In cazul in care greutatea taxabila sau dimensiunile (lungime, latime, inaltime) unei expedieri depasesc limitele definite mai sus, Furnizorul va aplica costurile aditionale prezentate in Ofertele Comerciale.

Beneficiarul este integral responsabil pentru toate consecintele rezultand din declaratiile/instructiunile inexacte sau eronate furnizate Furnizorului si ocazionate de efectuarea serviciului.

In cazul in care informatiile declarate de catre Beneficiar cu referire la caracteristicile expedierilor (greutate gravimetrica/fizica, dimensiuni) sunt eronate, CARGUS isi rezerva dreptul si poate efectua cantarirea/masurarea acestora la momentul preluarii cu instrumente de masura omologate corespunzator (in particular, cantare) pentru determinarea caracteristicilor reale ale expedierilor, in vederea tarifarii corecte.

For courier services:

- The fees are applied to the highest between the physical (actual) weight of the postal consignment and the volumetric weight, which is calculated according to the formula: **length x width x height (measured in centimeters) /6000.**
- The maximum allowed taxable weight of a postal consignment will not exceed 31 kg.
- The maximum length of one side of a parcel will not exceed 160 cm.
- The sum of dimensions (L+w+h) of a parcel will not exceed 180 cm.

For shipping services:

- The fee is applied to the highest between the physical (actual) weight of the shipment and the volumetric weight, which is calculated according to the formula: **length x width x height (measured in centimeters) /6000.**
- The sum of dimensions (L+w+h) of a parcel with a chargeable weight over 31 kg and of maximum 50 kg will not exceed 180 cm.
- A shipment contains 1 (one) single piece.
- The physical (actual) weight of a pallet will not exceed 800 kg.
- The maximum dimensions of a pallet are as follows: 120 x 80 x 180 (cm).

In case the chargeable weight or dimensions (length, width, height) of a delivery exceed the limits defined above, the Provider will apply the additional costs provided in the Commercial Offers.

The Beneficiary is entirely liable for all consequences resulting from inaccurate or incorrect statements/instructions provided to the Provider and occurred in relation to providing the service.

In case the information stated by the Beneficiary in relation to the deliveries' characteristics (actual weight/physical, dimensions) are incorrect, CARGUS reserves the right, and can perform weighing/measuring of such, at the collection, with properly approved measuring instruments (particularly, scales) for determining the actual characteristics of the deliveries, for the purpose of correct pricing.

In cazul Beneficiarului care nu a incheiat cu CARGUS un contract de prestari servicii, acesta este de acord sa achite contravaloarea serviciului comandat, in numerar, in momentul preluarii expedierii de catre Furnizor.

In cazul Beneficiarului care a incheiat cu CARGUS un contract de prestari servicii, acesta este de acord sa achite contravaloarea serviciului comandat in termenul de plata stabilit contractual, termen de plata care curge de la data emiterii facturii aferente serviciilor prestate. Factura se va emite in RON sau in moneda agreata conform contractului negociat, dupa caz, cu frecventa saptamanala/ bilunara/lunara, stabilita contractual, iar plata se va efectua in contul bancar al CARGUS. Facturile emise de CARGUS pot fi contestate in scris de catre Beneficiar in termen de maxim 5 (cinci) zile calculate de la data emiterii. Necontestarea facturii in termenul prevazut mai sus reprezinta acceptarea tacita si neconditionata la plata a sumelor facturate iar Beneficiarul nu mai are dreptul de a contesta factura.

In cazul in care Beneficiarul nu achita factura in termenul mentionat, acesta va datora penalitati de 0,15% pe fiecare zi de intarziere, calculate la suma datorata si neachitata, pana la data achitarii integrale a acesteia. Penalitatile calculate pot depasi debitul initial.

In caz de neplata de catre Beneficiar a serviciilor prestate, CARGUS isi rezerva dreptul de a nu mai efectua servicii in continuare decat cu plata in numerar sau in avans a serviciilor comandate, la tarifele standard din Ofertele Comerciale.

In baza dispozitiilor Art. 2495 din Codul Civil Roman, Beneficiarul isi exprima in mod expres acordul cu privire la dreptul de retentie al Furnizorului asupra expedierilor preluate si care urmeaza a fi transportate la destinatie, pana la achitarea integrala a oricarei datorii a Beneficiarului, fata de CARGUS scadenta si neachitata.

7. ADRESE GRESITE/IMPOSIBILITATE DE LIVRARE

In cazul in care adresa de destinatie specificata de catre Beneficiar pe Nota de Transport este gresita, CARGUS va informa Beneficiarul prin orice mijloc de comunicare

In case the Beneficiary did not conclude a services provision agreement with Cargus, it agrees to pay the value of the ordered service, in cash, at the moment the Provider collects the shipment.

In case the Beneficiary has concluded a services provision agreement with CARGUS, it agrees to pay the value of the ordered service within the payment term established by the agreement, calculated starting the date of issuance of the invoice related to the services provided. The invoice will be issued in RON or in the currency agreed according to the negotiated contract, as the case may be, with a weekly/bi-monthly/monthly frequency, established by the agreement and the payment will be made in CARGUS bank account. The invoices issued by CARGUS can be challenged by the Beneficiary in writing within maximum 5 (five) days calculated from the issuance date. Failure to challenge the invoice within the above-mentioned term represents tacit and unconditional acceptance for payment of the invoiced amounts, and the Beneficiary does not hold any longer the right to challenge the invoice.

In case the Beneficiary does not pay the invoice within the mentioned term, it will owe penalties of 0.15% per each day of delay, calculated to the due and unpaid amount, until its full payment. The calculated penalties can exceed the initial debt.

In case the Beneficiary does not pay the services provided, CARGUS reserves the right to further provide services only with the payment in cash or in advance of the ordered services, at the standard fees from the Commercial Offers.

Based on the provisions of Art. 2495 of the Romanian Civil Code, the Beneficiary expressly agrees with the Provider's right of retention over the deliveries collected and to be delivered to the destination, until the full payment of any debt of the Beneficiary towards CARGUS, due and unpaid.

7. WRONG ADDRESSES/IMPOSSIBILITY OF DELIVERY

If the address of destination specified by the Beneficiary on the Transport Note is wrong, CARGUS will inform the Beneficiary by any means of communication (by phone or in writing, via e-mail, via sms or via tracking site).

(telefonice sau in scris, prin e-mail, prin sms sau prin platforma online de urmarire a coletelor).

CARGUS va efectua 1 (o) incercare gratuita de livrare a trimiterii postale.

Cu exceptia serviciului livrare speciala, in cazul imposibilitatii de predare a trimiterilor postale datorate lipsei destinatarului, Furnizorul va aviza destinatarul (pe suport hartie ori sms ori e-mail) si va pastra trimiterea postala la punctul de contact, in vederea predarii catre destinatar, pentru o perioada de 5 (cinci) zile calendaristice de la data avizarii destinatarului, perioada ce nu implica tarife suplimentare.

In cazul imposibilitatii de livrare a trimiterilor postale inregistrate, din cauza inexistentei adresei destinatarului sau a faptului ca la adresa indicata nu exista nicio constructie ori un serviciu disponibil destinat primirii trimiterilor postale, Furnizorul va proceda la avizarea destinatarului prin mijloace electronice in masura in care detine datele necesare ale destinatarului in vederea transmiterii avizului prin aceste mijloace.

Beneficiarul este de acord sa plateasca orice taxe sau costuri suplimentare generate de returnarea expedierii, redirectionarea ei, de distrugerea sau incercarea de efectuare a unei noi livrari conform noii solicitari, la tarifele CARGUS standard aplicabile in momentul efectuarii transportului.

8. RESPONSABILITATEA BENEFICIARULUI

Prin acceptarea prezentilor Termeni si Conditii, Beneficiarul (in calitatea sa de expeditor) garanteaza urmatoarele:

- a) Nota de transport va fi completata corect, complet si lizibil si va contine toate informatiile aferente serviciului comandat;
- b) In cazul serviciului de transport, odata cu predarea expedierii, Beneficiarul va remite catre CARGUS documentele aferente marfii (avizul de expeditie si/sau factura acesteia). In situatia in care, in efectuarea serviciului de transport, organele abilitate efectueaza inspectii ale marfurilor si se constata ca lipsesc documente care trebuiau sa insoteasca marfa transportata sau ca aceste documente nu sunt corect intocmite, Beneficiarul va suporta in totalitate orice consecinta materiala/pecuniara rezultata

CARGUS will perform 1 (one) free attempts to deliver the postal consignment.

Except for the special delivery service, in case of impossibility to deliver postal consignments due to the absence of the consignee, the Provider will notify the consignee (on paper or via sms or via e-mail) and will keep the postal consignment at the contact point, in order to be handed over to the consignee, for a period of 5 (five) calendar days from the date of when the consignee received the notice, storage that does not involve additional charges.

In the case of the impossibility of delivering registered postal consignments due to the non-existence of the consignee's address or the fact that there is no building or available service at the indicated address for receiving postal consignments, the Provider will notify the consignee by electronic means, insofar as the necessary data of the consignee is available for sending the notification via these means.

The Beneficiary agrees to pay any additional fees or costs generated by the return of the shipment, its redirection, by the destruction or attempt of a new delivery according to a new request, at CARGUS standard fees applicable at the moment of performing the delivery.

8. BENEFICIARY'S RESPONSIBILITY

By accepting this Terms and Conditions, the Beneficiary (in its capacity of consignor) guarantees the following:

- a) The Transport Note will be filled in correctly, completely and in a legible manner and will contain all information related to the service ordered;
- b) In the case of shipping service, at the shipment's hand over, the Beneficiary will provide CARGUS with documents related to the goods (expedition notice and/or its invoice). If, during the performance of the delivery service, authorized bodies perform inspections of the goods and discover that the documents that should have accompanied the delivered goods are missing or are not properly drafted, the Beneficiary will bear in full any material/pecuniary consequence resulted from this situation;

- din aceasta situatie;
- c) Continutul expedierii a fost etichetat si ambalat corespunzator de catre expeditor pentru a-l proteja impotriva riscurilor obisnuite de transport, precum si riscurilor ce pot aparea in procesele de sortare, manipulare. In cazul expedierilor incorect ambalate de catre expeditor, CARGUS nu raspunde de nicio eventuala deteriorare a expedierii in timpul transportului;
- d) Greutatea fizica (gravimetrica) a expedierii si dimensiunile au fost declarate si mentionate corect;
- e) Expedierea nu contine bunuri periculoase, interzise sau restrictionate la transport;
- f) Beneficiarul are obligatia de a raspunde pentru deteriorarea totala sau partiala a celorlalte expedieri din incarcatura totala, in cazul in care nu si-a indeplinit in mod corespunzator obligatia de ambalare si securizare a expedierilor sale;
- g) In cazul serviciului de transport, Beneficiarul are obligatia de a asigura mijloacele tehnice necesare, precum si personal calificat pentru incarcarea marfurilor in mijloacele de transport ale CARGUS; de asemenea, acesta are obligatia de a respecta termenul maxim alocat incarcarii marfii;
- h) Daca se constata lipsuri din expedierile livrate, desi acestea au fost preluate si predate sigilate, iar ambalajul acestora era intact, CARGUS este exonerat de orice raspundere juridica.
- c) The content of the shipment was properly labeled and packed by the consignor in order to protect it against usual shipping risks, as well as the risks that can occur during sorting, handling processes. In case of deliveries incorrectly packed by the consignor, CARGUS is not liable for any potential deterioration of the delivery during shipping;
- d) The actual weight (physically) of the delivery and the dimensions were correctly declared and mentioned;
- e) The delivery does not contain dangerous goods, prohibited or restricted for shipping;
- f) The Beneficiary has the obligation to be liable for total or partial damage of the other deliveries from the total loading, in case it didn't properly fulfilled the obligation to pack and secure its deliveries;
- g) In the case of shipping service, the Beneficiary has the obligation to provide the necessary technical means, as well as qualified personnel for loading the goods on CARGUS' transportation means; also, it has the obligation to observe the maximum term allocated to loading the goods;
- h) If there are shortages in the delivered deliveries, although they were collected and handed-over sealed, and their packaging was intact, CARGUS is exonerated of any legal liability.

9. LIMITA DE RASPUNDERE CARGUS

Raspunderea CARGUS este reglementata de dispozitiile legale incidente la data producerii evenimentului si este limitata dupa cum urmeaza:

In cazul serviciilor de curierat:

a) in caz de pierdere, furt sau distrugere totala:

1. cu intreaga valoare declarata, pentru o trimitere postala care face obiectul unui serviciu de trimitere cu valoare declarata, indiferent daca respectiva trimitere postala face sau nu face obiectul unui serviciu contra ramburs;
2. cu valoarea rambursului, pentru o trimitere postala care face obiectul unui serviciu contra ramburs fara valoare declarata;
3. cu suma reprezentand de 5 ori tariful serviciului, pentru trimiterile postale care nu fac obiectul unui

9. CARGUS' LIMITATION OF LIABILITY

The liability of CARGUS is regulated by the legal provisions applicable at the date the event occurred and it is limited as follows:

For courier services:

a) in case of theft, loss or total destruction:

1. with the entire declared value, for a postal consignment subject to a declared value service, no matter if the postal consignment is subject to a cash on delivery service;
2. with the value of the cash on delivery, for a postal consignment subject to cash on delivery service without declared value;
3. with an amount representing 5 times the fee for the service, for postal consignments which are not subject

serviciu de trimitere cu valoare declarata sau unui serviciu contra ramburs;

to a declared value service or of a cash on delivery service;

b) in caz de pierdere ori distrugere partiala sau deteriorare:

b) in case of loss or partial destruction or damage:

1. cu valoarea declarata pentru partea lipsa, distrusa sau deteriorata ori cu cota-parte corespunzatoare greutatii lipsa din valoarea declarata, pentru trimiterile postale care fac obiectul unui serviciu de trimitere cu valoare declarata;

1. with the declared value for the missing, destroyed or damaged part ori with the quota corresponding to the missing weight from the declared value, for postal consignments which are the subject to a declared value service;

2. cu suma reprezentand de 5 ori tariful serviciului, in caz de pierdere partiala, distrugere partiala sau deteriorare a trimiterilor postale care nu fac obiectul unui serviciu de trimitere cu valoare declarata;

2. with an amount representing 5 times the fee for the service, in case of partial loss, partial destruction or damage of postal consignments which are not subject to a declared value service;

c) in cazul unei trimiteri care face obiectul unui serviciu contra ramburs, CARGUS raspunde cu intreaga valoare a rambursului pentru situatia in care nu a restituit expeditorului intreaga valoare a acestuia sau cu diferenta corespunzatoare pana la valoarea integrala a acestuia, in cazul in care rambursul a fost incasat partial de la destinatar.

c) in case of a delivery which is subject to a cash on delivery service, CARGUS is liable with the entire value of the cash on delivery if it has not returned to the consignor the entire value or with the corresponding difference up to the integral value, if the cash on delivery amount was partially collected from the consignee.

Acordarea despagubirilor nu poate fi conditionata de transferul proprietatii bunului care face obiectul respectivei trimiteri postale catre furnizorul de servicii postale. Prin exceptie, in cazul trimiterilor postale care fac obiectul serviciilor de trimitere cu valoare declarata ori a serviciilor Contra Ramburs, despagubirile ca urmare a pierderii, furtului sau distrugerii totale a acestora, pot fi acordate conditionat de transferul dreptului de proprietate.

The granting of compensation cannot be conditioned by the transfer of ownership of the goods subject to the respective postal shipment to the postal service provider. By exception, for postal shipments subject to declared value services or Cash on Delivery services, compensation for loss, theft, or total destruction of these shipments may be granted provided that the ownership of the item being shipped is transferred.

In cazul in care serviciul a fost prestat de mai multi furnizori, daca Cargus este Furnizorul care a predat sau care a incercat realizarea predarii trimiterii postale, Cargus este obligat sa transmita reclamatiile primite spre solutionare, furnizorului care a preluat trimiterea postala respectiva.

If service was provided by multiple providers, if Cargus is the provider that delivered or attempted to deliver the postal consignment, Cargus is obliged to forward any received complaints to the Provider who initially handled the postal consignment.

In cazul in care serviciul a fost prestat prin intermediul unei revanzari exclusive a serviciilor postale, iar Cargus a fost furnizorul care a predat sau care a incercat realizarea predarii trimiterii postale, Cargus este obligat sa transmita reclamatiile primite spre solutionare, furnizorului care a revandut serviciul postal. Revanzatorul exclusiv de servicii postale are in acest caz obligatia de a primi si solutiona reclamatiile prelabile adresate de catre utilizatorul care se considera prejudiciat prin neexecutarea ori executarea necorespunzatoare a serviciului postal.

In the event that the service was provided through the exclusive resale of postal services, and Cargus was the provider that delivered or attempted to deliver the postal consignment, Cargus is obliged to forward any received complaints to the provider who resold the postal service. The exclusive reseller of postal services is then obligated to receive and resolve the preliminary complaints addressed by the user who considers themselves harmed by the non-performance or improper performance of the postal service.

In cazul serviciilor de transport:

- a) in caz de pierdere totala sau partiala, cuantumul despagubirilor acordate de CARGUS nu poate depasi echivalentul in RON a 2,50 USD per kilogram greutate bruta lipsa (la cursul BNR din data producerii evenimentului);
- b) In caz de dauna sau distrugere partiala, CARGUS va despagubi Beneficiarul cu contravaloarea deprecierei marfii, fara ca despagubirea sa depaseasca echivalentul in RON a 2,50 USD per kilogram greutate bruta lipsa (la cursul BNR din data producerii evenimentului);
- c) In caz de intarziere in livrare, cuantumul despagubirilor acordate de CARGUS nu pot depasi taxa serviciului de transport;
- d) In cazul unui expedieri care face obiectul unui serviciu contra ramburs, CARGUS raspunde cu intreaga valoare a rambursului pentru situatia in care a livrat expedierea destinatarului fara a incasa de la acesta contravaloarea rambursului aferent acesteia; CARGUS va avea drept de regres impotriva destinatarului.

In caz de pierdere sau distrugere totala a unei expedieri, in afara despagubirilor prevazute mai sus, CARGUS restituie Beneficiarului si tarifele aferente serviciului pentru care Beneficiarul a optat si pe care CARGUS le-a incasat la preluarea expedierii/marfii, precum si dobanda legala penalizatoare, conform legii.

CARGUS nu acorda despagubiri in cazul ambalarilor necorespunzatoare de catre utilizator. Ambalarea expedierilor trebuie sa respecte modalitatile de ambalare si bunuri interzise si restrictionate la transport mentionate pe site-ul <https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>.

Cazul fortuit si forta majora reprezinta situatii de fapt care inlatura integral raspunderea CARGUS pentru prejudiciile cauzate expedierilor de colete sau marfa paletizata, inclusiv in ceea ce priveste intarzierile in livrare.

Furnizorul raspunde pentru trimiterile postale internationale, inclusiv in cazul acelorora returnate expeditorului, in conformitate cu prevederile legislatiei nationale aplicabila trimiterilor postale interne.

For shipping services:

- a) in case of total or partial loss, the amount of damages granted by CARGUS cannot exceed the equivalent in RON of 2.50 USD per kilogram of missing gross weight (at BNR exchange rate on the date the event occurred);
- b) In case of partial damage or destruction, CARGUS will compensate the Beneficiary with the value of the goods depreciation, without such damages to exceed the equivalent in lei of 2.50 USD per kilogram of missing gross weight (at BNR exchange rate on the date the event occurred);
- c) In case of shipping delays, the amount of damages granted by CARGUS cannot exceed the fees for the shipping service;
- d) In case of deliveries that are object of cash on delivery service, CARGUS is liable with the entire value of the cash on delivery, in the situation that the delivery was delivered to the consignee without receiving from it the value of the related cash on delivery; CARGUS will have the right of recourse against the consignee.

In case of loss or total destruction of a delivery, in addition to the above-mentioned damages, CARGUS will reimburse the Beneficiary also the fees related to the service selected by the Beneficiary and received by CARGUS when collecting the delivery/goods, as well as the legal penalty interest, according to law.

CARGUS does not grant damages in case of inappropriate packaging by the user. The packaging of deliveries must observe the packaging methods and the goods prohibited and restricted for shipping provided on the website <https://www.cargus.ro/wp-content/uploads/CG-modalitati-de-ambalare-si-restrictii-la-transport.pdf>.

Fortuitous event and force majeure represent situations de facto that completely exonerates CARGUS of liability for damages caused to packages and palletized goods, including with respect to delivery delays.

The Provider is responsible for international postal consignments, including those returned to the consignor, in accordance with the applicable national legislation for domestic postal consignments.

10. EXCEPTII

CARGUS nu poate fi tinut raspunzator in nicio situatie pentru **expedieri intarziate**:

- a) in cazul in care exista un numar/volum mare de comenzi in raport de perioade aglomerate (Black Friday, Craciun, Paste, campanii e-commerce etc);
- b) in cazul aplicarii de catre organele competente a masurilor de prevenire si limitare a efectelor epidemiei/pandemiei–SARS-CoV-2 sau a altor riscuri epidemiologice sau biologice, inclusiv, dar fara a se limita la declararea carantinei zonale intr-o localitate sau aplicarea altor masuri care ar putea limita accesul in anumite zone acoperite de serviciile CARGUS;
- c) in cazuri fortuite sau cazuri de forta majora.

In cazul tuturor serviciilor oferite, CARGUS nu poate fi tinut raspunzator pentru **pierderea, furtul, distrugerea totala si partiala a unei expedieri**, in urmatoarele situatii:

- a) in cazuri fortuite si in cazuri de forta majora;
- b) in cazul pierderilor si/sau daunelor indirecte (pierderi de profit, de venit, de dobanzi, pietee de desfacere, licitatii, de reputatie, de oportunitate, etc);
- c) in situatia in care expedierea a fost receptionata de catre destinatar fara obiectiuni, cu exceptia reclamatilor referitoare la pierderea, furtul, deteriorarea sau distrugerea totala ori partiala a continutului trimiterii postale;
- d) paguba s-a produs ca urmare a faptei / inactiunii expeditorului sau destinatarului;
- e) utilizatorul nu are asigurat un serviciu destinat primirii trimiterilor postale (de exemplu registratura).

11. EXTINDEREA LIMITEI DE RASPUNDERE

Riscul pierderii sau deteriorarii unei expedieri (inclusiv marfuri paletizate) poate fi acoperit prin extinderea limitei de raspundere a Furnizorului. CARGUS pune la dispozitia Beneficiarilor sai acest serviciu suplimentar pentru care se percepe o taxa procentuala calculata la valoarea declarata a expedierii/marfii paletizate.

Serviciul este activat doar daca se completeaza casuta corespunzatoare de pe Nota de Transport si dupa ce se efectueaza plata tarifului aferent fara ca limita despagubirii acordate sa depaseasca suma de 23.000 RON, sau, dupa caz, 1.000 RON. Extinderea limitei de raspundere nu acopera pierderile si daunele indirecte sau speciale (mentionate la Art. 10 – „Exceptii”).

10. EXEMPTIONS

CARGUS cannot be held liable under any circumstances for **delayed deliveries**:

- a) in case there is a high number/volume of orders during busy periods (Black Friday, Christmas, Easter, e-commerce campaigns etc);
- b) in case of application by the competent bodies of measures for preventing and limiting the effects of SARS-CoV-2 epidemic/pandemic or of other epidemic or biological risks, including but not limited to declaring local quarantine within a city or applying other measures which may limit the access in certain areas covered by CARGUS services;
- c) in case of fortuitous and force majeure events.

For all services offered, CARGUS cannot be held liable for the **loss, theft, total or partial damage of a delivery**, in the following situations:

- a) in case of fortuitous and force majeure events;
- b) in case of losses and/or indirect damages (loss of profit, income, interests, markets, auctions, reputation, opportunity, etc);
- c) in case the delivery was received without objections by the consignee, except for complaints regarding the loss, theft, damage or total or partial destruction of the content of the postal consignment;
- d) the damage occurred as a result of the action / inaction of the consignor or the consignee;
- e) the user does not have a service in place for receiving postal shipments (e.g. a registry).

11. EXTENSION OF LIABILITY

The risk of loss or damage of the content of a shipment (including palletized goods) may be covered by extending the Provider's liability limit. CARGUS provides its Beneficiaries this additional service for which a percentage fee calculated at the declared value of the delivery/palletized goods is collected.

The service is activated only if the related box on the Transport Note is filled in, and after the payment of related tariff is made, without the limit of granted damages to exceed the amount of RON 23,000 or, as the case may be, RON 1,000. The extension of liability does not cover the losses and indirect or special damages (provided at Article 10 – “Exemptions”).

12. MODUL DE SOLUTIONARE A RECLAMATIILOR

In cazul in care Beneficiarul doreste sa faca o reclamatie ca urmare a pierderii, furtului, deteriorarii partiale sau totale a unei expedieri (inclusiv marfa paletizata) preluata de CARGUS, precum si intarzierii produse in efectuarea serviciului de transport, Beneficiarul trebuie sa respecte procedura mentionata mai jos.

Orice reclamatie trebuie facuta in atentia Departamentului Relatii Clienti.

In cazul in care pierderea sau deteriorarea partiala a unei expedieri livrate destinatarului este constatata la momentul livrarii, destinatarul si curierul CARGUS vor intocmi un Proces-Verbal de constatare. In caz contrar, se prezuma ca serviciul comandat s-a efectuat corect, iar expedierea a fost livrata la destinatie in bune conditii.

In cazul serviciului de curierat:

a) Reclamatia poate fi adresata atat de catre expeditor, cat si de catre destinatar, in termen de **6 (sase) luni de zile** (calendaristice), calculat de la data depunerii trimiterii postale, prin modalitatile de comunicare de mai jos:

- scris, fie prin email (la adresa sesizari@cargus.ro), prin orice serviciu postal sau prin depunerea reclamatiei la sediul social al Furnizorului sau la orice puncte de acces/contact fixe deservite de personal;
- telefonic prin intermediul Departamentului Relatii Clienti al CARGUS, la telefon +402193300 sau +040219282.

Reclamatia trebuie documentata prin punerea la dispozitie de catre petent a tuturor datelor privind evenimentul care face obiectul reclamatiei si atasarea exclusiv a dovezilor corespunzatoare evenimentului reclamat, a datelor de contact (inclusiv a unei adrese de e-mail, in masura in care introducerea/transmiterea reclamatiei se realizeaza prin intermediul postei electronice sau a unui serviciu postal), precum si a detaliilor bancare pentru cazul in care, in cazul reclamatiei solutionate favorabil, pententul solicita plata despagubirii in cont bancar.

b) Termenul de solutionare a unei reclamatii este de maxim **3 (trei) luni de zile calendaristice**, calculate de la data introducerii reclamatiei.

12. CLAIMS SETTLEMENT PROCEDURE

If the Beneficiary wishes to file a claim as a result of the loss, theft, partial or total damage of a shipment (including palletized goods) collected by CARGUS, as well as of the delay in providing the shipping service, the Beneficiary must observe the procedure provided below.

Any claim must be sent to the attention of the Customer Relations Department.

If the loss or partial deterioration of a delivery handed-over to the consignee is acknowledged at the handing-over, the consignee and CARGUS courier will draft findings Minutes. Otherwise, it is assumed that the ordered service was provided correctly and that the delivery was delivered to the destination in good conditions.

For the courier service:

a) The complaint can be addressed both by the consignor and by the consignee, within **6 (six) calendar months**, calculated from the date of submission of the postal consignment, through the communication methods below:

- in writing, either by email (to the address sesizari@cargus.ro), by any postal service or by submitting the complaint to the registered office of the Provider or to any fixed access / contact points served by staff;
- by telephone through the Customer Relations Department of CARGUS, at +40219330 or +040219282.

The complaint must be documented by the petitioner which must provide all data on the event that is the subject to the complaint and attach exclusively the evidence corresponding to the claimed event, the contact details (inclusively of an e-mail address, if the filing/the transmission of the complaint is made via e-mail or of a postal service), as well as the bank details, if, in case of a complaint solved favorably, the petitioner requests payment of the compensation in a bank account.

b) The solving term of a claim is of maximum **3 (three) calendar months**, calculated from the date of filing the complaint.

c) Dacă reclamația se dovedește întemeiată, Furnizorul va acorda despăgubirea în maximum 30 (treizeci) de zile calendaristice de la data finalizării favorabile a analizei reclamației, fără a depăși, însă, termenul de 3 (trei) luni calendaristice menționat mai sus.

Detalii suplimentare cu privire la mecanismul de soluționare a constatațiilor cu privire la efectuarea serviciului postal se găsesc pe website-ul Cargus la adresa: <https://www.cargus.ro/conditii-generale-de-furnizare-a-serviciilor-postal/>.

In cazul serviciului de transport de marfa:

a) În caz de deteriorare totală sau parțială, orice reclamație trebuie trimisă în scris în termen de maximum **30 (treizeci) de zile** calculate de la momentul în care expedierea (inclusiv marfa paletizată) a fost livrată destinatarului.

b) În caz de pierdere sau furt, orice reclamație trebuie trimisă în scris în termen de maximum **30 (treizeci) de zile** calculate de la momentul în care expedierea (inclusiv marfa paletizată) trebuia livrată destinatarului.

c) În caz de întârziere în livrare, orice reclamație trebuie trimisă în scris în termen de **maximum 21 (douăzeciuna) de zile** de la data livrării marfii în atenția destinatarului.

La data înregistrării unei reclamații, Beneficiarul este obligat să pună la dispoziția CARGUS toate datele relevante privind evenimentul produs și reclamat, precum și documentația (în copie) aferentă expediției (inclusiv marfii paletizate): comanda serviciului de transport, Nota de Transport, avizului de însoțire a marfii, factura marfii, alte acte doveditoare privitoare la evenimentul și expediția care fac obiectul reclamației, ambalajul original al expediției (după caz). În caz contrar, se prezuma că serviciul de transport s-a efectuat corect, iar expediția (inclusiv marfa paletizată) a fost livrată la destinație în bune condiții. Dacă reclamația Beneficiarului se dovedește a fi întemeiată, acesta va fi despăgubit de CARGUS în maximum **30 (treizeci) de zile** de la soluționarea și închiderea reclamației, respectiv de la momentul recepționării facturilor de despăgubire emise de Beneficiar.

c) If the complaint proves to be substantiated, the Provider will grant compensation in maximum 30 (thirty) calendar days starting the date of the favorable completion of the analysis of the complaint, without exceeding, however, the term of 3 (three) calendar months mentioned above.

Supplementary details with respect to the complaints resolution mechanism concerning the provision of the postal service can be found on Cargus website at the address: <https://www.cargus.ro/conditii-generale-de-furnizare-a-serviciilor-postal/>.

For shipping of goods service:

a) In case of partial or total deterioration, any claim must be communicated in writing within maximum **30 (thirty) days** calculated from the moment the delivery (including palletized goods) was delivered to the recipient.

b) In case of loss or theft, any claim must be communicated in writing within maximum **30 (thirty) days** calculated from the moment the delivery (including palletized goods) should have been delivered to the recipient.

c) In case of late delivery, any claim must be communicated in writing within **maximum 21 (twenty-one) days** from the date the goods were delivered to the recipient's attention.

At the date of registering a claim, the Beneficiary must provide CARGUS with all relevant data concerning the occurred and claimed event, as well as the documentation (in copy) related to the delivery (including palletized goods): the order for the shipping service, Transport Note, waybill, invoice for the goods, other proving documents concerning the event and delivery that are object of the claim, the original package of the delivery (as the case).

Otherwise, it is assumed that the shipping service was provided correctly and the delivery (including palletized goods) was delivered to the destination in good conditions.

If the Beneficiary's claim proves to be grounded, it will be compensated by CARGUS within maximum **30 (thirty) days** starting the solving and closing the claim, respectively from the moment the invoices for damages issued by the Beneficiary were received.

Despagubirea se acorda Beneficiarului in conformitate cu dispozitiile Art. 9 "Limita de raspundere Cargus" si se vireaza in contul acestuia in termen **de 30 (treizeci) de zile** de la receptionarea facturilor de catre Departamentul Relatii Clienti.

Daca o expediere (inclusiv marfa paletizata) declarata pierduta a fost gasita, dupa 1 (un) an de la plata despagubirii acordate Beneficiarului marfa intra in proprietatea CARGUS.

Termenul pentru introducerea cererii de chemare in judecata este de **1 (un) an** si curge dupa cum urmeaza:

- ✓ In cazul **serviciului de curierat**, termenul de prescriptie curge de la data depunerii trimiterii postale.

- ✓ In cazul **serviciului de transport**, termenul de prescriptie curge:

- i) in caz de pierdere sau distrugere partiala, in caz de intarziere, din ziua in care expedierea/marfa paletizata a fost livrata destinatarului;
- ii) in caz de pierdere totala, incepand de la a 30-a zi calculata dupa expirarea termenului de livrare aferent serviciului de transport comandat;
- iii) in toate celelalte cazuri, incepand de la expirarea unui termen de 3 (trei) luni de la data preluarii expedierii/marfii (paletizate).

CARGUS nu va lua in considerare reclamatii care nu respecta aceasta procedura sau cand plata serviciului comandat nu a fost efectuata. De asemenea, Beneficiarul nu poate sa deduca din tarifele aferente datorate pentru serviciile prestate de CARGUS o suma care ar compensa pierderea reclamata.

13. DATE PERSONALE. JURISDICTIE

Termenii si Conditii se supun OUG nr. 13/2013 privind furnizarea serviciilor postale si Conventiei de la Geneva (CMR), completate de prevederile legislatiei interne si dispozitiile Codul Civil Roman, precum si de legislatia UE.

In cazul imposibilitatii solutionarii unor divergente sau neintelegeri prin acord comun intre Beneficiar si CARGUS, solutionarea acestora va fi facuta pe cale judecatoreasca de catre instanta competenta de la sediul CARGUS.

In scopul desfasurarii activitatii sale si a indeplinirii contractului, CARGUS proceseaza date cu caracter

The damages are granted to the Beneficiary in accordance with the provisions of Article 9 "CARGUS limitation of liability" and are transferred into its account within **30 (thirty) days** since the invoices were received by the Customer Relations Department.

If a delivery (including palletized goods) declared lost is found, after 1 (one) year since the payment of damages to the Beneficiary the goods become CARGUS property.

The term for filing a court claim is **1 (one) year** and is calculated as follows:

- ✓ For the **courier service**, the statute of limitation term is calculated since the date the date of submitting the postal consignment.

- ✓ For **shipping service**, the statute of limitation term is calculated:

- i) in case of loss or partial destruction, in case of delay, since the day the delivery/palletized goods was delivered to the recipient;
- ii) in case of total loss, starting with the 30th day calculated after the expiry of the delivery term related to the ordered shipping service;
- iii) in all the other cases, starting with the expiry of a 3 (three) months term since the date of the pick up of the shipment/ (palettized) merchandise.

CARGUS will not take into consideration the claims that do not observe this procedure or if the payment of the ordered service was not performed. Also, the Beneficiary cannot deduct from the fees owed for the services provided by CARGUS an amount which would compensate the claimed loss.

13. PERSONAL DATA. JURISDICTION

The Terms and Conditions are subject to the GEO no. 13/2013 on postal services and to Geneva Convention (CMR), supplemented by the provisions of domestic legislation and provisions of the Romanian Civil Code, as well as EU legislation.

In case of impossibility of solving certain disagreements or misunderstandings by mutual agreement between the Beneficiary and CARGUS, their settlement will be made in court by the competent court from CARGUS headquarters.

For the purpose of performing its activity and fulfilling the agreement, CARGUS is processing personal data.



personal. Acestea sunt prelucrate in conformitate cu Regulamentul nr. 679/2016 (GDPR).

Such data are processed in compliance with the Regulation no. 679/2016 (GDPR).

Prin acceptarea acestor Termeni si Conditii, Beneficiarul este de acord cu prelucrarea datelor sale personale de catre CARGUS si beneficiaza de o serie de drepturi cu privire la datele sale personale conform aceluasi Regulament. Detalii despre drepturile Beneficiarului conform GDPR sunt prevazute in Politica CARGUS privind prelucrarea datelor personale, disponibila pe site-ul <https://www.cargus.ro/cargus-personal-data-processing-policy/>.

By accepting this Terms and Conditions, the Beneficiary agrees to the processing of its personal data by CARGUS and has a number of rights concerning its personal data according with the same Regulation. Details on the Beneficiary's rights according to GDPR are provided in CARGUS Policy regarding the processing of personal data, available on the website <https://www.cargus.ro/cargus-personal-data-processing-policy/>.

Aplicabili din data de **01.01.2025**.

Applicable starting **01.01.2025**.

**FURNIZOR/PROVIDER
CARGUS S.R.L.**

Prin doamna/By Mrs. Alexandra Bucşan
Administrator/Director

Prin domnul/By Mr. Şerban-Andrei Stoica
Administrator/Director

Si prin domnul/And by Mr. Nelu Gheorghişă
Administrator/Director
