HUNGARIAN GENERAL FORWARDING CONDITIONS
(HGFC)

Adopted text 29.05.2014

Amended on 30th May 2017

§ 1.

Territory of Application

1. These conditions must be applied to all contracts which come into being between principal as undertaking and forwarder as undertaking, and which will be qualified as forwarding according to Hungarian law.

2. In case the forwarder issues a combined freight document (MTO/CTO/NVOCC) or another document with similar content, the conditions of those documents come before the HGFC.

3. Is the subject of the contract money, security paper, precious metal, gems, weapon, antiquity, painting, hallucinogen material or other special valuable but not normal commercial good, these General Forwarding Conditions are to be applied in case of explicit written agreement of the contracting parties, only.

§ 2.

Forwarding Contract

1. (*Main commitment of the parties*)

In the forwarding contract the forwarder is obliged to conclude contracts for transportation of the consignment in his own name and in favour of the principal and to make legal declarations in this connection, the principal is obliged to pay fee.

2. (*Forwarder*

4. (*General contract conditions of the principal*)

General contract conditions of the principal are not to be applied.

5. (*Form of the commission*)

Commission (acceptance) must be put in writing. Principal is obliged to confirm commissions given by telephone or verbally immediately in writing. Any consequences arising from the principal failing to do so are the principal

incomplete, false und delayed instructions will be borne by principal.

3. (*Principal buoying the instruction*)

If principal buoys the instructions despite warning, forwarder may desist from the contract, respectively it can denounce it or can attend to it after providing of a security given by the principal, to principal

person cannot be withdrawn if the third person is already entitled to dispose about the shipment. All consequences of the disposal of third person, so especially damages and costs shall be borne by the principal.

11. (*Obstructions*)

Forwarder shall keep principal informed on all circumstances, which obstruct the fulfilment of the commission, or necessitate the amendment of same.

12. (*Withdraw of the commission by principal*)

Shall principal withdraw the commission and should forwarder have already started acting in the interest of fulfilment of the same, damages and costs arising so, as well as forwarding fee have to be refunded by principal. In this case principal shall pay penalty to the forwarder, the amount of which is 20% of the agreed fee and is to be counted into the compensation.

13. (*Forwarder*

On request of principal, forwarder will issue an acceptance certificate.

19. (*Information*)

On request of principal forwarder gives special information about the fulfilment of the commission. Forwarder informs principal about the last event of the cargo forwarding without delay.

§ 4.

Deliverance of the Consignment to the Forwarder

1. (*Controlling data*)

When delivering the consignment by principal to forwarder, forwarder is entitled, however not obliged to check itself

to forwarder based on a prior, definite, written agreement with the forwarder, only. Character of being hazardous, perishable, sensitive or special due to any reason whatever, must be notified at the first establishment of contact, resp. this character must be shown on documents and consignment, as well.

2. (*Written declaration*)

Principal has to issue, sign and hand over beforehand, and in due time to the forwarder a declaration of the consignment showing the hazardous/special parameter of the same with the classification according to the regulations of transportation for various means of transportation of hazardous consignments. For all damages arising due to failing to do so and due to incapability and delay of the declaration, principal is liable.

3. (*Principal*

5. (*Procedure in case of anomalies*)

Should principal allege that the inspected consignment is failing, incomplete or damaged, it may ask for drawing up minutes which may not be refused by forwarder. Should principal wish to employ an expert due to shortage, deficiency or damages of the consignment, forwarder shall consent thereto, but the expenses in connection hereto shall be borne by principal.

§ 7.

Forwarding Insurance

Forwarder will insure the consignment only on principal

Forwarder

Should principal not fulfil its obligation of payment

consequence hereof,

- the consignment gets lost or will be damaged while being in its possession.

5. (*Rules for forwarder*

within 48 hours after receipt.

§ 13.

Principal

§ 16.

Time of Limitation

Claims originating from a forwarding contract are