



## **CONDITIONS OF SALE**

### **1. Applicability**

Current conditions of sale shall govern all legal relations between Welpa Trans Kft. and the customer (Principal). In these conditions 'customer' will refer to any (legal) person and his assign entering into an agreement with Welpa Trans Kft. or wishing to do so. Deviations from present conditions of sale -even if explicitly mentioned on documents from the customer- shall only apply if explicitly confirmed by Welpa Trans Kft. in writing and to the extent they do not replace these conditions, they will be deemed to supplement them.

### **2. Offers – Tenders**

All offers made by Welpa Trans Kft. are free of engagement, in Euro (unless explicitly agreed otherwise in writing), exclusive of any VAT and/or possible costs of Customs formalities and net without discount. All prices and tariffs are based on cost prices applying at the time the offer is drawn up. Each offer is confirmed in writing to the customer. The customer shall explicitly and in writing be informed of the term of validity of the offer, specifically reserving unexpected economic, political, customs administrative and/or meteorological circumstances.

### **3. Acceptance of the Order**

Acceptance of the order will be acceptance by Welpa Trans Kft. of a transport order from the customer. The order shall only be definitively accepted after written confirmation from Welpa Trans Kft. to the customer.

### **4. Payment**

Except when explicitly agreed otherwise in writing, all our invoices are to be settled in specie, net without any discount. Payment by means of settlement of debts shall be allowed only if confirmed in writing by Welpa Trans Kft.. Failing payment within the agreed term, an interest on overdue payment ad 12% p a will be due ipso iure and without letter of delinquency. A fixed compensation ad 10% of the overall invoice shall also be due and with a minimum amount of 25 Euro.

### **5. Complaints**

Invoices that were not disputed by registered letter within 8 days after sending, shall be deemed to have been definitively accepted in their entirety. Introduction of a complaint, for whichever reason, does not allow the customer to delay or suspend payment (even partly) except with written consent from Welpa Trans Kft.

### **6. Force Majeure**

Welpa Trans Kft. can never be held liable in case of force majeure of whichever nature. Force majeure will include any event or situation which we cannot reasonably control or affect, as there are: strike, lockout, riot or uproar, traffic obstructions, extreme weather circumstances, governmental regulations, unexpected economic, political or customs administrative circumstances. This list is not exhaustive.

### **7. Assignability**

The principal shall not be allowed to assign his rights and/or obligations resulting from the agreement(s) entered into with Welpa Trans Kft. except when our company explicitly consented in writing.

### **8. Liability and Risk**

Only the provisions of CMR-Rules (Convention regarding agreement of international haulage, drawn up in Geneva on May 19, 1956 and ratified under law dated September 4, 1962) shall apply to all transport orders, both national and international, carried out by Welpa Trans Kft.

### **9. Disputes - Arguments**

In case of any disputes between the parties the Courts of Budapest shall have exclusive competence. However, Welpa Trans Kft. reserves the right to bring the dispute before another Court.

All our agreements shall be governed by Hungarian Law.

### **10. Language**

The Hungarian text of these conditions shall take priority over any translation. Only the Hungarian text shall be decisive in any dispute about interpretation of the text.



## **GESCHÄFTSBEDINGUNGEN**

### **1. Zuständigkeit**

Diese Geschäftsbedingungen betreffen alle rechtlichen Beziehungen zwischen Welpa Trans Kft. und dem Kunden (Auftragsgeber). Unter Kunde wird in diesen Bedingungen jede (Rechts-)Person (einschließlich deren Bevollmächtigte) verstanden, die mit Welpa Trans Kft. einen Vertrag abgeschlossen hat oder abzuschließen wünscht.

Abweichungen von diesen Geschäftsbedingungen, selbst wenn sie auf vom Kunden ausgehenden Dokumenten aufgeführt sind, sind ausschließlich gültig nach ausdrücklicher und schriftlicher Genehmigung durch Welpa Trans Kft. und werden, sofern sie diese Bedingungen nicht ersetzen, als ergänzend angesehen.

### **2. Offerten – Angebote**

Alle von Welpa Trans Kft. unterbreiteten Angebote sind vollständig freibleibend, in Euro (außer bei expliziter anderweitiger schriftlicher Vereinbarung) exklusiv eventueller Mehrwertsteuer und/oder eventueller Kosten für Zollformalitäten als Nettobetrag ohne Abzüge.

Die angegebenen Preise und Tarife basieren auf Kostensätzen, die zur Zeit der Angebotsunterbreitung gelten.

Jedes Angebot wird dem Kunden schriftlich bestätigt. Der Geltungstermin wird dem Kunden schriftlich mitgeteilt, jedoch stets unter ausdrücklichem Vorbehalt etwaiger unvorhersehbarer ökonomischer, politischer, zolltechnischer und/oder wetterbedingte Umstände.

### **3. Auftragsannahme**

Unter Auftragsannahme wird die Annahme eines Transportauftrags des Kunden durch Welpa Trans Kft. verstanden. Von definitiver Auftragsannahme ist erst dann die Rede, wenn die Auftragsannahme von Welpa Trans Kft. schriftlich dem Kunden bestätigt wurde.

### **4. Bezahlung**

Abgesehen von ausdrücklicher und schriftlicher anderslautender Vereinbarung, sind alle unsere Rechnungen bar zahlbar, netto ohne jegliche Abzüge. Zahlung gegen Aufrechnung ist ausschließlich mit schriftlicher Bestätigung von Welpa Trans Kft. möglich.

Bei Nichtbezahlung zum festgesetzten Termin ist von Rechts wegen und ohne Inverzugsetzung ein Säumniszins in Höhe von 12%/jährlich geschuldet. Darüber hinaus wird ein pauschaler Schadenersatz in Höhe von 10% der Gesamtrechnung fällig, minimal € 25,00.

### **5. Beanstandungen**

Lieferungen, die nicht durch einen eingeschriebenen Brief binnen 8 Tagen nach Auftragsabwicklung beanstandet werden, werden in ihrer Gesamtheit als vollständig angenommen angesehen. Die Geltendmachung einer Beanstandung, aus welchem Grund auch immer, gibt dem Kunden nicht das Recht, die Zahlung (und sei es teilweise) auszusetzen oder zu kürzen, es sei denn nach schriftlicher Zustimmung durch Welpa Trans Kft.

### **6. Höhere Gewalt**

Welpa Trans Kft. kann nicht haftbar gemacht werden in Fällen höherer Gewalt, von welcher Art auch immer.

Unter höherer Gewalt wird jedes Ereignis oder jede Situation verstanden, auf das wir vertretbar keinen Einfluss nehmen oder über das wir keine Kontrolle haben können, wie z. B. Streiks, Aussperrungen, Brand, Unruhen oder Aufruhr, Verkehrsbehinderungen, extreme Wetterumstände, behördliche Vorschriften, unvorhersehbare ökonomische, politische oder zolltechnische Umstände. Diese Aufzählung hat keinen limitierenden Charakter.

### **7. Übertragbarkeit**

Es ist dem Auftraggeber nicht erlaubt, seine Rechte und/oder Verpflichtungen, die sich aus den mit Welpa Trans N. V. geschlossenen Vereinbarungen ergeben, zu übertragen, es sei denn nach ausdrücklicher und schriftlicher Genehmigung unsererseits.

### **8. Haftung und Risiko**

Bei allen durch Welpa Trans Kft. ausgeführten Transportaufträgen, sowohl national als auch international, sind ausschließlich die Bestimmungen der CMR-Gesetzgebung einschlägig (Übereinkommen über den Beförderungsvertrag im internationalen Straßengüterverkehr, abgeschlossen in Genf am 19. Mai 1956 und als Gesetz verabschiedet am 4 September 1962).

### **9. Rechtsstreitigkeiten**

Bei Rechtsstreitigkeiten zwischen den Parteien ist ausschließlich Budapesten Gerichtsort. Welpa Trans Kft. behält sich jedoch das Recht vor, die Rechtsstreitigkeiten bei einem Gericht andernorts anhängig zu machen.

Für alle unsere Verträge gilt das Ungarische Recht.

### **10. Sprache**

Der niederländische Text dieser Geschäftsbedingungen hat Vorrang gegenüber allen anderssprachigen Texten. Bei eventuellen Streitigkeiten über die Interpretation des Textes gibt einzig und allein der niederländische Text Aufschluss.



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## **CONDITIONS DE VENTE**

### **1. Applicabilité**

Les présentes conditions de vente régissent tous les rapports juridiques entre Welpa Trans S.A. et le client (commettant). Par "client" dans ces conditions de vente, il est entendu toute personne (morale) et son préposé qui a conclu ou souhaite conclure un contrat avec Welpa Trans S.A. Des dérogations aux présentes conditions de vente, même si elles sont mentionnées sur des documents émanant du client, ne sont valables que moyennant confirmation expresse et écrite par Welpa Trans S.A. et, pour autant qu'elles ne remplacent pas ces conditions, elles sont censées les compléter.

### **2. Offres - Propositions**

Toutes les offres émanant de Welpa Trans S.A. sont totalement sans engagement, en euros (sauf convention contraire explicite et écrite), hors TVA éventuelle et / ou frais éventuels pour formalités douanières et nettes sans escompte. Les prix/tarifs mentionnés sont basés sur des coûts valables au moment de la communication de l'offre. Toute offre est confirmée par écrit au client. Le délai de validité est communiqué explicitement et par écrit au client, toutefois toujours sous réserve expresse de circonstances économiques, politiques, de technique douanière et / ou météorologiques imprévues.

### **3. Acceptation de l'ordre**

Par "acceptation de l'ordre" il est entendu l'acceptation par Welpa Trans S.A. d'un ordre de transport du client. Il n'est question d'acceptation définitive de l'ordre qu'après que Welpa Trans S.A. aura confirmé cette acceptation par écrit au client.

### **4. Paiement**

Sauf convention contraire expresse et écrite, toutes nos factures sont payables au comptant, net et sans escompte. Un paiement avec compensation n'est autorisé que moyennant confirmation écrite de Welpa Trans S.A. A défaut de paiement à l'échéance fixée, un intérêt moratoire au taux de 12 % l'an est dû de droit et sans mise en demeure. Une indemnité forfaitaire égale à 10 % du montant total de la facture, avec un minimum de 25 EUR, sera également due.

### **5. Réclamations**

Les factures non contestées par lettre recommandée dans les 8 jours de l'envoi, sont considérées comme définitivement acceptées en leur intégralité. La présentation d'une réclamation, pour quelque motif que ce soit, ne donne pas au client le droit de reporter ou de suspendre le paiement (même pas partiellement), sauf accord écrit de Welpa Trans S.A.

### **6. Force majeure**

Welpa Trans S.A. ne peut jamais être rendue responsable en cas de force majeure de quelque nature qu'elle soit. Par "force majeure" il est entendu tout événement ou toute situation sur lequel nous ne pouvons pas raisonnablement influer ou que nous ne pouvons pas contrôler, entre autres : grèves, lock-out, incendie, émeutes ou révoltes, entraves à la circulation, conditions météorologiques extrêmes, prescriptions des autorités, circonstances économiques, politiques ou de technique douanière imprévues. Cette énumération n'est pas limitative.

### **7. Cessibilité**

Le client n'est pas autorisé à céder ses droits et / ou obligations découlant du (des) contrat(s) conclu(s) avec Welpa Trans S.A., sauf approbation expresse et écrite de notre part.

### **8. Responsabilité et risque**

Tous les ordres de transport, tant nationaux qu'internationaux, exécutés par Welpa Trans S.A., sont soumis exclusivement aux dispositions de la législation CMR (Convention relative au contrat de transport international de marchandises par route, signée à Genève le 19 mai 1956 et ratifiée par la loi du 4 septembre 1962).

### **9. Litiges - Contestation**

En cas de litiges entre parties, les tribunaux d'Anvers sont exclusivement compétents. Welpa Trans S.A. se réserve cependant le droit de porter les litiges devant un autre tribunal.

Tous nos contrats sont régis par le droit hongrois.

### **10. Langue**

Le texte néerlandais des présentes conditions de vente prime tous les textes dans une autre langue. En cas de contestation éventuelle concernant l'interprétation du texte, seul le texte néerlandais donnera une réponse définitive.



## **ÁLTALÁNOS SZERZŐDÉSI FELTÉTELEK**

### **1. Alkalmazás**

Jelen feltételek minden a Welpa Trans Kft és az Megrendelő között létrejött megállapodásra érvényesek. Megrendelő alatt minden (jogi) személy (és annak meghatalmazottja) értendő aki a Welpa Trans Kft-vel jogi megállapodást köt, illetve a jövőben kötni tervez. Jelen feltételektől való eltérés – még ha az kimondottan szerepel is az Megrendelő által kibocsátott dokumentációban- csak a Welpatrans írásos hozzájárulásával lehetséges azzal a kikötéssel, hogy azok a jelen feltételeket nem helyettesítik, csak kiegészítik

### **2. Ajánlatok - Tenderek**

Minden a Welpa Trans Kft által kiadott ajánlat kötelezettség mentes, Euro-ban értendő (feltéve ha erről nem született egyéb írásos eltérő megállapodás), nem tartalmazza az Áfá-t vagy a szabad forgalomba helyezéssel kapcsolatos egyéb költségeket. minden ajánlat az ajánlat kiadásának időpontjában érvényes tarifák figyelembe vételével készül. minden ajánlat írásban kerül rögzítésre a Megrendelő felé. Az ajánlatnak tartalmaznia kell annak érvényességét, mely nem vonatkozik az ajánlatot befolyásoló gazdasági, politikai, vámügyi vagy időjárási feltételeken bekövetkező váratlan eseményekre.

### **3. Megrendelés elfogadása**

A megrendelés elfogadása: a Megrendelő szállítási megbízásának elfogadása a Welpa Trans Kft részéről. A megrendelés az írásos visszaigazolást követően kerül vélegesen befogadásra.

### **4. Fizetési feltételek**

Eltérő írásos megállapodás hiányában, minden számlánkat levonás nélkül az előírt devizanemben és határidőre kell rendezni. Kölcsönös tartozások rendezésére csak a Welpa Trans Kft írásos hozzájárulásával lehetséges. Késedelmes fizetés esetén kamatot számolunk fel, melynek mértéke a mindenkor jegybanki alapkamat kétszerese.

### **5. Reklamáció**

A számlával kapcsolatos reklamációra az elküldést követő 8 napban van lehetőség, ezen határidőn túl a számlát teljes egészében elfogadottnak tekintjük. A Welpa Trans Kft írásos hozzájárulása nélkül egy reklamáció nem jogosítja fel az a Megrendelőt a fizetés akár részleges késleltetésére vagy felfüggesztésére.

### **6. Vis Major**

A Welpa Trans Kft semilyen körülmények között nem vonható felelősségre vis major bekövetkezése esetén. Vis majornak tekintendő minden általunk nem befolyásolható esemény mint pl sztrájk, tüntetés, felkelés, közlekedési akadály, extreme időjárási viszonyok, kormány intézkedések, váratlan, a gazdasági, politikai vagy egyéb hatósági körülményekben beálló fejlemények. A lista nem teljes.

### **7. Átruházhatóság**

Írásos engedélyünk nélkül a Megrendelő nem ruházhatja át harmadik félnek a Welpa Trans Kft-vel szemben fennálló jogait és kötelezettségeit.

### **8. Felelősség és kockázat**

Munkánkat kizárolag a CMR Egyezmény ( 1956 május 19.-én Genfben megkötött, a nemzetközi szállítást szabályozó egyezmény) alapján végezzük. Ez vonatkozik a belföldi és nemzetközi szállításokra egyaránt

### **9. Vitás esetek**

Vitás esetben a felek a Fővárosi Bíróság illetékességét kötik ki. A Welpa Trans fenntartja magának a jogot más bíróság megnevezésére. A szerződésekben nem szabályozott kérdésekben a Polgári Törvénykönyv rendelkezéseit tekintjük irányadónak.

### **10. Nyelv**

Jelen írásban a Magyar nyelvű szövegrész tekintendő mérvadónak. Értelmezési vita esetén csak a Magyar nyelvű szövegrész dönthet.



## **VERKOOPSVORWAARDEN**

### **1. Toepasselijkheid**

Deze verkoopsvoorwaarden beheersen alle juridische verhoudingen tussen Welpa Trans Kft. en de klant (opdrachtgever). Onder klant wordt in deze voorwaarden verstaan iedere (rechts)persoon en diens aangestelde, die met Welpa Trans Kft. een overeenkomst heeft afgesloten of wenst af te sluiten. Afwijkingen op deze verkoopsvoorwaarden, zelfs indien vermeld op documenten uitgaande van de klant, zijn uitsluitend geldig mits uitdrukkelijke en schriftelijke bevestiging door Welpa Trans Kft. en worden, voor zover zij deze voorwaarden niet vervangen, geacht deze aan te vullen.

### **2. Offertes – Aanbiedingen**

Alle door Welpa Trans Kft. uitgebrachte offertes zijn geheel vrijblijvend, in Euro (behoudens explicet anders schriftelijk overeengekomen), exclusief eventuele BTW en/of eventuele kosten voor douaneformaliteiten en netto zonder korting. De vermelde prijzen/tarieven zijn gebaseerd op kostprijzen, geldend op het ogenblik van het uitbrengen van de offerte. Elke offerte wordt schriftelijk aan de klant bevestigd. De geldigheidstermijn wordt explicet schriftelijk aan de klant vermeld, echter steeds onder uitdrukkelijk voorbehoud van onvoorzien economische, politieke, douanetechnische en/of weerkundige omstandigheden.

### **3. Orderacceptatie**

Onder orderacceptatie wordt verstaan het aanvaarden door Welpa Trans Kft. van een transportopdracht van de klant. Er is uitsluitend sprake van definitieve orderacceptatie nadat deze door Welpa Trans Kft. schriftelijk aan de klant werd tegenbevestigd.

### **4. Betaling**

Behoudens uitdrukkelijke en schriftelijke andersluidende overeenkomst, zijn al onze facturen contant betaalbaar, netto zonder enige korting. Betaling met schuldvergelijking is uitsluitend toegeheten mits schriftelijke bevestiging van Welpa Trans Kft.. Bij niet-betaling binnen de vastgestelde termijn is van rechtswege en zonder ingebrekstellende een verwijlinterst van 12% jaarlijks verschuldigd. Tevens zal een forfaitaire schadevergoeding verschuldigd zijn van 10% van de totale factuur en dit met een minimum van 25 Euro.

### **5. Klachten**

Facturen die niet per aangetekende brief binnen de 8 dagen na verzending betwist werden, worden in hun totaliteit als definitief aanvaard beschouwd. Het indienen van een klacht, om welke reden ook, geeft de klant niet het recht om de betaling (zelfs niet gedeeltelijk) uit te stellen of op te schorten, behoudens schriftelijk akkoord van Welpa Trans Kft.

### **6. Overmacht**

Welpa Trans Kft. kan nooit aansprakelijk worden gesteld in geval van overmacht van welke aard dan ook. Onder overmacht wordt verstaan elke gebeurtenis of situatie waarop wij redelijkerwijs geen invloed kunnen uitoefenen of controle kunnen hebben, zoals daar onder andere zijn: stakingen, lockout, brand, onlusten of oproer, verkeersbelemmeringen, extreme weersomstandigheden, voorschriften van de overheid, onvoorzien economische, politieke of douanetechnische omstandigheden. Deze opsomming is niet limitatief.

### **7. Overdraagbaarheid**

Het is de opdrachtgever niet toegestaan zijn rechten en/of verplichtingen voortvloeiende uit de met Welpa Trans Kft. gesloten overeenkomst(en) over te dragen, behoudens uitdrukkelijke en schriftelijke goedkeuring van onzettwege.

### **8. Aansprakelijkheid en risico**

Op alle door Welpa Trans Kft. uitgevoerde transportopdrachten, zowel nationale als internationale, zijn uitsluitend de bepalingen van de CMR-wetgeving van toepassing (Verdrag betreffende de overeenkomst tot internationaal vervoer van goederen over de weg, opgemaakt te Genève op 19 mei 1956 en goedgekeurd bij wet van 4 september 1962).

### **9. Geschillen - betwisting**

Bij geschillen tussen partijen zijn enkel de Rechtbanken van Budapest bevoegd. Welpa Trans Kft. behoudt zich echter het recht voor de geschillen bij een andere Rechtbank aanhangig te maken.

Al onze overeenkomsten worden beheerst door het Hongaarse recht.

### **10. Taal**

De Nederlandse tekst van deze verkoopsvoorwaarden primeert op alle anderstalige teksten ervan. Bij eventuele betwistingen betreffende de interpretatie van de tekst zal enkel de Nederlandse tekst uitsluitsel geven.



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Current conditions of sale shall govern all legal relations between Welpa Trans Kft. and the customer (Principal). In these conditions 'customer' will refer to any (legal) person and his assign entering into an agreement with Welpa Trans Kft. or wishing to do so. Deviations from present conditions of sale -even if explicitly mentioned on documents from the customer- shall only apply if explicitly confirmed by Welpa Trans Kft. in writing and to the extent they do not replace these conditions, they will be deemed to supplement them.

### **2. Offers – Tenders**

All offers made by Welpa Trans Kft. are free of engagement, in Euro (unless explicitly agreed otherwise in writing), exclusive of any VAT and/or possible costs of Customs formalities and net without discount. All prices and tariffs are based on cost prices applying at the time the offer is drawn up. Each offer is confirmed in writing to the customer. The customer shall explicitly and in writing be informed of the term of validity of the offer, specifically reserving unexpected economic, political, customs administrative and/or meteorological circumstances.

### **3. Acceptance of the Order**

Acceptance of the order will be acceptance by Welpa Trans Kft. of a transport order from the customer. The order shall only be definitively accepted after written confirmation from Welpa Trans Kft. to the customer.

### **4. Payment**

Except when explicitly agreed otherwise in writing, all our invoices are to be settled in specie, net without any discount. Payment by means of settlement of debts shall be allowed only if confirmed in writing by Welpa Trans Kft.. Failing payment within the agreed term, an interest on overdue payment ad 12% p a will be due ipso iure and without letter of delinquency. A fixed compensation ad 10% of the overall invoice shall also be due and with a minimum amount of 25 Euro.

### **5. Complaints**

Invoices that were not disputed by registered letter within 8 days after sending, shall be deemed to have been definitively accepted in their entirety. Introduction of a complaint, for whichever reason, does not allow the customer to delay or suspend payment (even partly) except with written consent from Welpa Trans Kft.

### **6. Force Majeure**

Welpa Trans Kft. can never be held liable in case of force majeure of whichever nature. Force majeure will include any event or situation which we cannot reasonably control or affect, as there are: strike, lockout, riot or uproar, traffic obstructions, extreme weather circumstances, governmental regulations, unexpected economic, political or customs administrative circumstances. This list is not exhaustive.

### **7. Assignability**

The principal shall not be allowed to assign his rights and/or obligations resulting from the agreement(s) entered into with Welpa Trans Kft. except when our company explicitly consented in writing.

### **8. Liability and Risk**

Only the provisions of CMR-Rules (Convention regarding agreement of international haulage, drawn up in Geneva on May 19, 1956 and ratified under law dated September 4, 1962) shall apply to all transport orders, both national and international, carried out by Welpa Trans Kft.

### **9. Disputes - Arguments**

In case of any disputes between the parties the Courts of Budapest shall have exclusive competence. However, Welpa Trans Kft. reserves the right to bring the dispute before another Court.

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