

Regulations valid until 2016.04.26

§1 General Terms and Conditions

1. These Terms and Conditions specify the rules of providing services on SEAOO.com by the company: RICHERT KURJERZY SP.K..
 2. Terms used herein shall have the following respective meaning:
 1. Ordering Party - a natural person, a legal person or an organisational unit without legal personality to which the act confers legal capacity, which places an Order with the Forwarding Agent for the performance of a forwarding service within the meaning of the Civil Code.
 2. Forwarding Agent - RICHERT KURJERZY SP.K with the registered office in Gdańsk 80-374, ul. Dąbrowszczaków 1/108, tax ID no. (NIP) 5842733875, statistical no. (REGON) 222002553, e-mail address: info@seao.com, acting as the forwarding agent within the meaning of the Civil Code.
 3. Parcel - all goods, packages, envelopes, pallets and containers shipped as part of a single Order.
 4. Sender - a natural person, a legal person or an organisational unit without legal personality to which the act confers legal capacity, which sends a Parcel shipped by the Carrier as part of the Shipping Service. The Sender is also: Shipper, Freight Forwarder and Dispatcher.
 5. Recipient - a natural person, a legal person or an organisational unit without legal personality to which the act confers legal capacity, which accepts the Parcel delivered by the Carrier as part of the Shipping Service.
 6. Carrier - a third-party company which provides Shipping Services, e.g. Shipco, and a Person providing Shipping Service on behalf of that company, acting on the basis of an agreement concluded with the company, which provides shipping services, cooperates with the Forwarding Agent on the basis of an agreement, accepts a Parcel from the Sender and delivers it to the Recipient. A company that processes Orders placed with the Forwarding Agent by the Ordering Party.
 7. Shipco, Shipco Carrier – company Shipco Transport Sp. z o.o. with the registered office in Gdynia, 81-368 Gdynia, ul. Puławskiego 6, entered into the Register of Entrepreneurs under KRS no. 79392, which provides shipping services, cooperates with the Forwarding Agent on the basis of an agreement, accepts a Parcel from the Sender and delivers it to the Recipient.
 8. Shipping Service - a service provided by the Carrier consisting in accepting, moving and delivering Parcels.
 9. Waybill - documents attached to Parcels. Depending on a country and type of clearance (shipping purpose) applied to an item shipped, these may be: Customs Clearance Card, Authorisation and Attachment to Authorisation, Pro forma Invoice or Commercial Invoice, Scan of REGON, Scan of NIP, etc.
 10. Website, SEAOO.com - a Website available at <https://www.seao.com> and the Website functionality.
 11. Price List - a current price offer specified on SEAOO.com.
 12. Offer - an offer placed by the Forwarding Agent which includes activities specified in it and is valid throughout the period specified in it.
 13. Order - a forwarding order placed with the Forwarding Agent by the Ordering Party via SEAOO.com.
3. The following shall constitute an integral part hereof:
1. General Forwarding Terms and Conditions - available at: https://www.seao.com/files/ows_seao.pdf
 2. Terms and Conditions and General principles of providing carrier services - available at: <http://www.shipco.com/ecommerce/include/termsconditions.php>
 3. Complaints report - available at: https://www.seao.com/files/protokol_reklamacji.pdf

§2 Subject of provided services

1. Via SEAOO.com and within the scope of its business activity, the Forwarding Agent provides Parcel shipping services against remuneration, which constitute services within the meaning of the Civil Code.
2. In addition, if possible, the Forwarding Agent provides the Ordering Party with all additional mechanisms currently available at SEAOO.com, such as: e-mail and SMS notifications of a change

in Order status, tracking a Parcel in shipping, etc.

§3 Ordering Party's obligations

1. The Ordering Party undertakes to pay the Forwarding Agent remuneration specified in the Offer.
2. In addition, the Ordering Party shall:
 1. Provide correct and reliable information on the content of the Parcel,
 2. Guarantee the Parcel is correctly packed and properly secured,
 3. Make the Parcel available in the Sending place and collect it from the Collection place in a timely manner,
 4. Guarantee the Parcel does not contain any items excluded from freight, specified in §9 hereof,
 5. Within a specified time, provide the Forwarding Agent with scans, copies and originals of required Waybills and other documents necessary to provide the service,
 6. Notify the Recipient of a planned Parcel and a need to ensure relevant tools, devices or people required to unload the Parcel, if necessary,
 7. Inform the Recipient that in the case of a loss or damage of a delivered Parcel, the Recipient shall immediately draft a damage report in the presence of the Carrier's representative (the report should be signed legibly by the Carrier's representative who delivers the Parcel to the Recipient).
3. The Ordering Party who uses services provided online shall be bound by the ban on delivering illegal content.

§4 Scope of responsibilities

1. The Forwarding Agent shall be held liable for Carriers the services of which are used to perform the Order, unless the Forwarding Agent cannot be faulted for the selection.
2. The Forwarding Agent shall not be held liable for a loss in a Parcel which does not exceed limits specified in relevant provisions or commonly accepted limits if such provisions are non-existent.
3. Unless applicable provisions of law state otherwise, the Forwarding Agent shall be held liable only for regular consequences of actions and omissions being the cause of damage.
4. The Forwarding Agent may withdraw from processing the Order if the Parcel contains items excluded from freight, specified in §9 hereof.
5. Due to adopting the General Forwarding Terms and Conditions as the integral part hereof, all liability limitations provided therein shall apply, within the boundaries of applicable law, to the Forwarding Agent and limit the Forwarding Agent's liability.

§5 Placing, cancelling, modifying and processing Orders

1. The Orders are accepted by SEA00.com 24 hours a day, 7 days a week.
2. After the Ordering Party has placed the Order, the Forwarding Agent shall inform the Carrier about the need to ship the Ordering Party's Order.
3. During Order processing, the Ordering Party receives some of the documents in the electronic, printable form.
4. Data provided by the Ordering Party while placing the Order needs to contain reliable and true information concerning the weight, size, value and content of the Parcel.
5. The Parcel must be packed and secured to prevent the content of this Parcel and other Parcels shipped by the Carrier from being damaged.
6. Before accepting the Parcel, the Carrier may request it to be opened in order to verify whether the Parcel complies with information provided in the Order. In the case of any inconsistencies, the Carrier may reject its acceptance.
7. During Order processing (if selected while placing the Order), the Site shall send e-mail or SMS notifications to the Ordering Party and/or the Recipient concerning a change in the Parcel's status by the Carrier (e.g. Parcel collected from Sender, Parcel in delivery, etc.).
8. The Ordering Party may cancel Orders with reference to which no attempt to perform the Shipping Service has been made yet.
9. Order data may be modified by cancelling the Order in accordance with §5 (8) hereof, followed by creating a new Order based on data provided by the Ordering Party.

§6 Loading and unloading

1. While collecting or delivering the Parcel, the Carrier engaged by the Forwarding Agent shall not be obliged to be in the possession of tools or other resources necessary to collect or deliver the Parcel, apart from an employee who collects or delivers the Parcel.

2. Every Parcel (or its part) which requires special loading or unloading devices shall be accepted for shipping only if such devices are available in the Parcel collection and delivery points. The Forwarding Agent shall not be held liable toward the Ordering Party for damage caused in loading or unloading the Parcel without special devices.

§7 Sending Parcels

1. Some of the documents necessary to properly process a placed Order shall be generated and made available to the Ordering Party in the electronic, printable form and by e-mail.
2. While collecting a Parcel, the Ordering Party shall provide the Carrier with documents generated via SEAOO.com, Waybills and any other documents necessary to process a given Order.
3. At the Carrier's facility, the collected Parcel shall be verified against information provided in the Order. In the case of any inconsistencies between the actual Parcel parameters and those declared in the Order, if it is still possible to provide a Shipping Service for such a Parcel to be shipped to the Recipient, the Ordering Party shall pay an additional fee for the service in accordance with the Price List and General Forwarding Terms and Conditions.

§8 Remuneration and purchase document

1. The Ordering Party shall pay remuneration to the Forwarding Agent in accordance with the concluded agreement.
2. The Forwarding Agent shall also be paid relevant remuneration for services not specified in the agreement but provided upon consent of the Ordering Party, and for services provided without the Ordering Party's consent but necessary to properly perform the agreement. In addition, the Forwarding Agent shall be reimbursed for costs incurred for providing the service.
3. In the absence of a separate agreement, the Forwarding Agent's remuneration results from the Price List and General Forwarding Terms and Conditions.
4. The Forwarding Agent's remuneration shall be paid on the basis of a pro forma invoice, within the deadline and to the bank account specified on the invoice.
5. Due to mutual settlements between the Forwarding Agent and the Carrier in USD and EUR, the Forwarding Agent's remuneration shall be calculated according to the currency exchange rate applicable on the day of signing an agreement between the Ordering Party and the Forwarding Agent.
6. The Forwarding Agent may make performance of the Order conditional on the Ordering Party's advance payment for performance-related expenditures (e.g. freight, harbour fees, custom duties, etc.). The Forwarding Agent may also make performance of the Order conditional on the immediate return of incurred costs. In the case of successive deliveries, the Forwarding Agent shall have the right to partial settlement of receivables.
7. To secure receivables from the Ordering Party, the Forwarding Agent shall have the right to retain the Parcel and/or its related documents until due payments have been made.
8. The Forwarding Agent may also exercise rights provided in §8 (5) hereof with respect to receivables from the Ordering Party due for previous Orders.
9. If, in accordance with the Order, the Parcel is to be left for the disposal of a third party or handed over to a third party, the Forwarding Agent may also use the right of pledge on the Parcel.
10. All costs connected with the pledged Parcel and/or document encumber the item.
11. If a third party files a claim to the Forwarding Agent in connection with the Forwarding Agent's exertion of the right to withhold or pledge the Parcel, the Ordering Party shall immediately relieve the Forwarding Agent from such responsibility and repair damage incurred by the Forwarding Agent.
12. The Ordering Party agrees to have a VAT invoice issued without a signature and sent by e-mail to the address provided when placing the Order. The document shall be issued after making a payment for the Order placed.
13. When the rates are changed by the Carrier greater than 10%, Forwarding Agent can make recalculation offers presented to the Customer.

§9 Items excluded from shipping

1. Under Carriers' terms and conditions, it shall be forbidden to ship some items via the Forwarding Agent! The Ordering Party undertakes not to order the shipping of items placed on the list of items excluded from shipping.
2. List of items excluded from shipping:

1. Loads requiring inspection of veterinary services;
 2. Loads requiring special shipping conditions, e.g. temperature control, humidity control or counter-indications for accompanying loads;
 3. Cars and other vehicles, such as: motorcycles, scooters, quads (exceptions are new vehicles in boxes/crates shipped as commercial loads from an official maker or dealer, depending on confirmed possibilities on a particular itinerary);
 4. Military loads or loads subject to the internal control system;
 5. IMO;
 6. In addition, items specifically mentioned as "xxx";
 7. Items that are dangerous or may cause damage to people or property, including in particular: flammable, explosive or radioactive materials, caustic or stinking substances, weapon or ammunition;
 8. Drugs, medicines or psychotropic substances, excluding substances sent for scientific or medical purposes by statutorily authorised institutions;
 9. Live plants and animals;
 10. Dead bodies, human or animal remnants;
 11. Parcel that has texts or graphics on its package or visible part of its content that infringe goods protected by law;
 12. Parcel that contains works of art, antiques, stones and precious metals in any form, currencies, transferable securities, certificates and any other transferable values;
 13. Parcel that cannot be shipped under general provisions of law.
3. The Ordering Party shall be held liable for consequences of infringing provisions of § 9 (1), including in particular criminal and tax liability if provision of a Shipping Service ordered by the Ordering Party resulted in committing a crime or a tax offence.

§10 Complaints

1. The Ordering Party may lodge a complaint by submitting a complaints report to the Forwarding Agent.
2. The complaints report shall be lodged within a relevant deadline and contain elements and documents specified by the applicable provisions of law. However, the Forwarding Agent recommends that the complaint should be lodged in the complaints report within 6 days from the day of collecting the Parcel if a loss or damage has been detected. The complaint shall be accompanied by documents specifying a Parcel's condition and circumstances in which a loss/damage occurred.
3. The complaints report shall be sent in writing to the following address: SEAOO.com, 81-334 Gdynia, ul. Polska 39/107.
4. Any remarks concerning malfunctions of SEAOO.com shall be sent via the contact form available on SEAOO.com.
5. The Ordering Party's claims toward the Forwarding Agent by virtue of the concluded agreement shall be subject to the statute of limitations after a year. The statute of limitations period shall begin: in the case of claims for a Parcel loss or damage - on the day of delivering the Parcel; in the case of a total loss of a Parcel or its delayed delivery - on the day on which the Parcel was to have been delivered; in all other cases - on the day of performing the Order.

§11 Providing information by phone

If the Ordering Party provides phone numbers when placing the Order, these numbers will be used when necessary to perform the agreement, e.g. to provide information on difficulties resulting in changing the Order completion date; to remind the Ordering Party about a payment; and in other cases provided for in the Personal Data Protection Act.

§12 Technical conditions

1. Technical conditions necessary to cooperate with the IT system used by the Forwarding Agent shall be the following:
 1. Access to the Internet;
 2. Web browser:
 - Internet Explorer v9.0 and higher
 - Opera v12.0 and higher

- Firefox v18.0 and higher
- Firefox v18.0 and higher
- 2. To the best of the Forwarding Agent's belief, cooperation with the IT system is possible also via web browsers other than those listed in §12 (1)(b), however, only the above listed ones enjoy the Forwarding Agent's guarantee as regards correct operation of the IT system.

§13 Final provisions

1. The Parties shall be bound by the Terms and Conditions in the wording applicable on the day of placing the Order. No amendments hereto made by the Forwarding Agent shall be effective with respect to Orders placed before amending hereto, unless both Parties agree to applying to their agreement the Terms and Conditions in the version applicable at the time.
2. The Terms and Conditions shall apply as of 16.02.2014.
3. Last update on 16.02.2014.