



1. Interpretation

In these Terms:

- **Agreement** The mutual understanding between the Customer and Interfreight Logistics Ltd (Hereinafter referred to as Interfering) for the provision of Services, including these Terms, any bills of lading, waybills, quotations, or written contracts.
- **Services** Freight forwarding (sea, air, and road), multimodal transport, time-critical shipments, project cargo, warehousing, customs brokerage, Intrastat, CargoGuard insurance, and related ancillary services.
- **Customer** Any person or entity requesting or receiving Services, including agents acting on behalf of the Owner.
- **Owner** The shipper, consignee, or any other person with a legal interest in the Goods.
- **Goods** Any property, cargo, or items subject to the Services.
- **Dangerous Goods** Goods classified as hazardous, restricted, or requiring special handling.
- **Force Majeure** Events beyond reasonable control (e.g., natural disasters, strikes, cyber-attacks, wars, pandemics, government actions).
- **CargoGuard Insurance** Optional all-risk cargo insurance offered through Interfreight as an authorised insurance intermediary.
- **Prices** Charges agreed between the parties, exclusive of duties, taxes, and surcharges unless otherwise specified.
- **Instructions** All directions or information provided by the Customer relating to the handling of the Goods.

2. Scope and Application

2.1 These Terms apply to all Services provided by Interfreight, whether as principal or agent.

2.2 In the event of inconsistency between these Terms and a bill of lading, air waybill, or other transport document issued by Interfreight, the latter shall prevail.

2.3 Express written agreements between the Customer and Interfreight take precedence over these Terms where inconsistent.

2.4 By requesting or using the Services, the Customer acknowledges acceptance of these Terms.

3. Customer Obligations and Warranties

3.1 The Customer warrants that they are authorized to contract on behalf of the Owner and that both are bound by these Terms.

3.2 The Customer must provide accurate and lawful Instructions, including complete cargo details, and ensure that Goods are properly packed, labeled, and compliant with applicable laws.

3.3 For **Dangerous Goods**, the Customer must provide advance written notice, Material Safety Data Sheets (MSDS), and ensure compliance with all relevant transport regulations.

3.4 The Customer indemnifies Interfreight for losses or liabilities arising from inaccurate information, inadequate packing, or legal non-compliance.

3.5 The Customer shall comply with all applicable laws, including customs, export controls, sanctions, and ethical business conduct.

4. Rights and Obligations of Interfreight

4.1 Interfreight may use subcontractors, carriers, or agents at its discretion.

4.2 Interfreight may deviate from the Customer's Instructions if reasonably necessary in the Customer's or Goods' best interest.

4.3 Interfreight may comply with lawful orders or requirements of authorities without liability.

4.4 If transport or storage becomes unsafe, unlawful, or impractical, Interfreight may take necessary measures, including abandonment or sale, at the Customer's cost.

4.5 Uncollected Goods may be stored at the Customer's risk and expense.

4.6 Interfreight may pursue payment jointly and severally from the Customer and the Owner.

4.7 Interfreight shall conduct its business ethically and in accordance with applicable law.

5. Special Cargo and Instructions

- **Dangerous Goods** Non-declared or improperly declared Dangerous Goods may be destroyed or disposed of without notice at the Customer's risk and cost.
 - **Special Cargo** For temperature-controlled, oversized, or high-value cargo, advance written notification is required.
 - **Personal Effects** Used personal belongings are transported at the Customer's risk and are insurable **only under Total Loss coverage**.
 - **Customs** Services require valid written authorization (power of attorney). The Customer remains responsible for duties, taxes, and declarations.
 - **Export Controls** The Customer must comply with applicable embargoes and sanctions. Interfreight may refuse carriage where compliance is uncertain.
 - **Delivery Times** Estimated delivery times are indicative only and not guaranteed.
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6. Subcontractors

6.1 Interfreight may subcontract any part of the Services.

6.2 Subcontractors enjoy the same rights, defenses, and limitations as Interfreight.

6.3 The Customer shall not bring claims directly against subcontractors and shall indemnify Interfreight for any such claims

7. Charges and Payment

7.1 Prices are subject to surcharges including, but not limited to, fuel, war risk, and congestion charges.

7.2 The Customer is responsible for all duties, taxes, and VAT. If prepaid by Interfreight, reimbursement is due immediately.

7.3 Payment is due upon invoice date unless otherwise agreed in writing.

7.4 Late payments accrue interest at the statutory rate under the **Late Payments in Commercial Transactions Law (L.123(I)/2012)** (ECB base rate + 8%), plus administrative recovery costs.

7.5 Interfreight may suspend or withhold Services for overdue accounts.

8. Lien

Interfreight has a general lien over all Goods in its possession for any sums owed.

If payment remains outstanding, Interfreight may sell or dispose of the Goods **in accordance with Cypriot law**, after giving at least 14 days' written notice to the Customer.

9. Insurance

9.1 Interfreight maintains liability insurance as required by law.

9.2 Cargo is **uninsured** unless the Customer purchases CargoGuard Insurance through Interfreight.

9.3 **CargoGuard Insurance** is provided through Interfreight in its capacity as a **licensed insurance intermediary** under **Law 38(I)/2016**. Coverage terms are governed by the insurer's policy conditions.

9.4 Customers are strongly advised to insure their Goods.

9.5 **Used personal effects** are eligible for insurance **only under Total Loss conditions**.

10. Liability

10.1 Scope of Liability

Interfreight shall be liable only for direct physical loss or damage to the Goods caused by its proven negligence or wilful misconduct.

10.2 International Conventions

Where the carriage or handling of the Goods is subject to an international transport convention including but not limited to the CMR Convention (road), the Montreal or Warsaw Conventions (air), and the Hague-Visby Rules (sea) the liability of Interfreight shall be limited as prescribed by those conventions.

10.3 General Limitation (Non-convention Movements)

For Services not governed by an international convention, Interfreight's total liability shall not exceed 2 Special Drawing Rights (SDR) per kilogram of the gross weight of the Goods lost or damaged, capped at 1,000,000 SDR per event or series of events.

For reference, 1 SDR currently equals approximately €1.17, resulting in an indicative limit of about €2.34 per kg, subject to the prevailing IMF exchange rate on the date the loss occurred.

10.4 Optional Declared Value

The Customer may request an increased liability limit by declaring the value of the Goods in writing prior to shipment and paying an additional fee of 0.5% of the declared value, subject to Interfreight's written acceptance. Where a declared value is agreed, Interfreight's liability shall not exceed that amount.

10.5 Exclusions of Liability

Interfreight shall not be liable for:

- (a) Indirect, consequential, or special losses, including but not limited to loss of profit, loss of market, loss of goodwill, or production downtime;
- (b) Loss or damage arising from inherent vice or defective packaging of the Goods not provided by Interfreight;
- (c) Acts of war, terrorism, strikes, cyber-attacks, or other force majeure events.

10.6 Non-excludable Liability

Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, or fraud or fraudulent misrepresentation, or any other liability which cannot be limited under applicable law.

10.7 Currency of Limits

All limits expressed in SDR shall be converted to euros (€) at the IMF published SDR/EUR rate on the date the event giving rise to the claim occurred.

11. Indemnities

11.1 Interfreight indemnifies the Customer against third-party claims directly caused by its negligence or willful misconduct.

11.2 The Customer indemnifies Interfreight against all claims, customs duties, penalties, or damages arising from the Customer's breach, negligence, or inaccurate Instructions.

12. Claims and Time Bar

12.1 Written notice of claims must be made:

- Immediately upon delivery for visible damage;
- Within **7 days** for concealed damage;
- Within **14 days** for delay or total loss.

12.2 Legal proceedings must be commenced within **1 year** from delivery or when the loss could reasonably have been discovered.

13. Termination

Either party may terminate the Agreement with **30 days' written notice**, without cause. Termination does not affect accrued obligations or rights.

14. Force Majeure

14.1 Neither party shall be liable for failure to perform due to Force Majeure.

14.2 The affected party must notify the other **without undue delay**.

14.3 If the Force Majeure event continues for more than 30 days, either party may terminate the affected Services by written notice.

15. Data Protection and Privacy

15.1 Interfreight processes personal data in compliance with the **General Data Protection Regulation (EU) 2016/679 (GDPR)** and the **Cyprus Data Protection Law 125(I)/2018**.

15.2 Interfreight acts as an independent **data controller** (or processor, where applicable) and uses data solely for the performance of the Services.

15.3 The Customer warrants that all personal data provided are lawfully obtained and that any necessary consents have been secured.

15.4 Interfreight's full Privacy Notice is available on request and on its website.

16. Amendments and Notices

16.1 Interfreight may amend these Terms by publishing updated versions on its website. Updated Terms shall apply to all Services commencing after the publication date.

16.2 Notices under these Terms must be in writing and may be delivered by post or email.

16.3 Electronic communications and documents shall have the same evidential value as originals under the **Electronic Commerce Law (N.156(I)/2004)**.

17. Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

18. Governing Law and Jurisdiction

These Terms and any disputes arising hereunder shall be governed by and construed in accordance with the **laws of the Republic of Cyprus**.

Disputes shall be subject to the **exclusive jurisdiction of the Cypriot courts**, except where mandatory international conventions apply.

19. Consumer Rights (Applicable to Individual Customers Only)

19.1 Individual (non-business) Customers are entitled to the protections provided under the **Cyprus Consumer Protection Law (N.112(I)/2021)**.

19.2 Interfreight provides all mandatory pre-contractual information as required by law.

19.3 Where Services involve transport or storage of personal belongings, the Customer acknowledges that once performance has begun with consent, withdrawal rights under consumer law no longer apply.

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