

Terms and Conditions of Railway Transport

Company: SYNERGY-CARGO Group (“Carrier”)

1. Definitions

- “**Carrier**” means the railway operator providing transport services.
- “**Customer**” means the consignee, consignor, passenger, or party engaging the Carrier.
- “**Goods**” means any cargo, freight, or merchandise accepted for transport.
- “**Ticket**” means the contract of carriage for passengers.
- “**Transport Services**” means the carriage of goods or passengers by rail, together with related handling, loading, or delivery services.

2. Scope of Services

The Carrier shall transport passengers and/or goods by railway in accordance with:

- Applicable laws and government regulations;
- The Carrier’s published tariffs, schedules, and operational rules;
- The conditions set forth in this agreement.

3. Obligations of the Carrier

- To exercise reasonable care in the safe operation of railway services.
- To provide rolling stock, wagons, and infrastructure fit for carriage under normal operating conditions.
- To deliver goods or passengers to the designated station or consignee in reasonable time, subject to railway schedules and unforeseen circumstances.

4. Obligations of the Customer

- Provide accurate details of goods or passenger information on booking.
- Ensure goods are properly packed, marked, and documented in compliance with regulations.
- Pay all applicable freight charges, tariffs, and surcharges in accordance with the Carrier's terms.
- Comply with safety regulations, instructions of railway staff, and local laws.

5. Dangerous and Restricted Goods

- Certain classes of dangerous, perishable, or restricted goods shall require prior written approval of the Carrier.
- The Customer shall be responsible for declaring, labeling, and packing such goods in compliance with railway safety and regulatory standards.
- Undeclared dangerous goods may be removed, destroyed, or reported to authorities without liability to the Carrier.

6. Liability and Limitations

- The Carrier shall not be liable for loss, damage, delay, or non-delivery of goods or injury to passengers where such arises from:
 - Acts beyond the Carrier's control (force majeure, strikes, natural disasters, official actions).
 - Insufficient or incorrect information, packaging, or marking by the Customer.
 - Defects inherent in the goods transported.
- The Carrier's liability for goods, if established, shall be limited to:
 - The actual proven loss, not exceeding statutory or contractual compensation caps; or

- [Insert amount or per-kilogram liability limit], whichever is lesser.
- For passengers, compensation shall be provided in accordance with applicable passenger transport laws.

7. Indemnity

The Customer shall indemnify the Carrier against claims, damages, fines, or expenses arising from:

- Breach of these conditions;
- Misdeclaration or improper packing of goods;
- Passenger misconduct or violation of transport regulations.

8. Payment Terms

- Freight, tariffs, and charges shall be payable prior to or upon delivery, unless otherwise agreed.
- Overdue amounts shall attract [insert interest rate]% per annum until paid.
- The Carrier may withhold delivery or suspend transport in case of unpaid charges.

9. Delay and Force Majeure

- The Carrier shall not be liable for delay where caused by events outside its control including but not limited to accidents, track obstructions, industrial action, severe weather, or government restrictions.
- The Carrier shall use reasonable efforts to mitigate delay and resume services promptly.

10. Claims and Complaints

- Claims for loss, damage, or delay must be lodged in writing within [insert time period, e.g., 30 days] of delivery or scheduled delivery date.

- Supporting documents must be provided for investigation.
- Failure to comply with timelines may forfeit the right to claim.

11. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of [Insert jurisdiction]. Any dispute shall be subject to the exclusive jurisdiction of the courts of [Insert location].

12. Amendments

The Carrier reserves the right to revise these terms at any time, by providing notice via publication on the official website, schedules, or tariffs. Continued use of the Carrier's services constitutes acceptance of such revised terms.