

# Terms & Conditions of Schenker Deutschland AG relating to Ocean Freight

Last revised: November 2024

Below you will find our general tender fundamentals for our tenders for LCL and FCL shipments. These are based - as an essential part of the business relationship between the client and Schenker Deutschland AG (always representing Schenker AG, Essen) - on the currently valid tender terms and conditions for air and sea freight from Schenker Deutschland AG (see the following link)

[Offer conditions air and sea freight \(dbschenker.com\)](https://dbschenker.com)

## Validity

The tender is valid for the stated period; the shipping date (B/L date) applies.

## Surcharges

The tariffs do not include surcharges such as peak season, port congestion, war risk fees, etc., which will be invoiced additionally in the event they are applicable.

## EU Emission Trading System (EU ETS) & FuelEU Maritime Regulation

Environmental regulations. IMO 2023 (International Maritime Organization) is a new global shipping regulation that aims at reducing carbon emissions and promotes greater energy efficiency in the sea freight industry (CII and EEXI). In addition, the European ETS (Emission Trading System) scheme is implemented and will apply to all vessels calling European ports, regardless of their flag. It is linked to all trades (import and exports) touching European ports and waters. The new regulations coming into place may lead to capacity constraints and influence shipping rates. Our offer includes all currently known surcharges, subject to CO<sup>2</sup> emissions and / or EU Emission Trading System (EU ETS) surcharges and we reserve the right to adjust our rates and accessorial fees (including but not limited to add-ons and surcharges) at a later stage. The EU Emission Trading System (EU ETS) is limited during the phase-in-period regarding the allowances of the reported emissions to 40% in 2024, 70% in 2025 and 100% from 2026 onwards. The EU ETS will remain v.a.t.o.s. Further, the EU has announced the FuelEU Maritime regulation, which will enter into force as from January 1st, 2025 (ETD for Export / ETA for Import shipments) with the goal to promote the usage of renewable, low-carbon fuels and clean energy technologies for ships, essential to support decarbonization in the ocean freight sector. Our offer may not include this surcharge yet, as ocean carriers have not announced the full amount on all trade lanes yet.

## Requirement for validity LCL

Requirements for harmless, stackable and seaworthy packaged goods

Volume/weight ratio at least:

- 1 cbm = 300 kg for pre-carriage and on-carriage rates
- 1 cbm = 1,000 kg for sea freight rates

## Risks/price adjustments

Our tender is based on uninterrupted and largely unchanged freight plans. Due to the ongoing epidemics and, more recently, war-like situations, such as the Russian-Ukrainian war, the Suez Canal crisis and the Red Sea crisis, delays, cancellations and capacity bottlenecks continue to occur in freight markets worldwide. Certain situations remain highly volatile and beyond our control. Therefore, our tenders only take into account the market situation at the time the tender is submitted and not the market fluctuations that occur afterwards. The tariffs we present should therefore only be used as an indication of actual tariffs. We reserve the right to unilaterally adjust our tariffs and additional fees (including, but not limited to, additional fees and surcharges) at a later date in the event of market fluctuations. Furthermore, we assume no commitment to duration terms during this period. Claims for damages and/or penalties related to shipping delays will not be accepted. Additionally, we reserve the right to refuse shipments in the event of freight schedule cancellations (including but not limited to flight cancellations).

### **ABD preparation**

Please note that for LCL shipments exported to The Great Ocean Line Pty Ltd. Bill of Lading via Rotterdam, an export accompanying document is required regardless of the value of the goods.

### **Loading and unloading time LCL**

Free loading and unloading time for LCL shipments: 30 minutes.  
Further waiting time will be charged at €35.00 per ½ hour or part thereof.

### **Loading and unloading time FCL**

Free loading and unloading time: 1.5 hrs/20'DC, 2 hrs/40'DC/HC; We charge for additional waiting time for every ½ hour or part thereof. The measurement of the waiting time begins when the driver registers at the depot or rail terminal when picking up the container and ends when the container to be loaded or unloaded is returned to the depot or rail terminal. The travel time is not calculated.

### **Pre- and on-carriage terms and conditions rail combined transport export/import – FCL**

The pre-carriage and on-carriage terms and conditions mentioned apply to rail combined transport from and to the following terminals:

- Bremerhaven-Nordhafen: CT1-CT4
- Hamburg-Waltershof: CTA, CTB, EKOM

For all other non-rail-capable terminals (Hamburg South: CTT, Bremerhaven Transfracht, etc.) there is an additional flat rate of €130 per journey.

### **Demurrage, detention & storage tariff**

The demurrage, detention & storage tariff applies to inbound and outbound shipments on The Great Ocean Line Bill of Lading via the ports of Hamburg, Bremerhaven, Wilhelmshaven, Rotterdam, Antwerp and Zeebrugge. The terms and conditions for special equipment, shippers own equipment and containers with hazardous goods are not included here. These must be requested separately:

FCL:  
<https://www.dbschenker.com/resource/blob/1650638/585933ed0d1f18e551a49c3f622e8aab/demurrage-detention-quay-storage-tariff-data.pdf>

LCL:  
<https://www.dbschenker.com/resource/blob/1511304/98ec9df4ed93020605f21e41d049ee9e/demurrage-detention-storage-tarif-lcl-de-en-data.pdf>

Reefer:  
<https://www.dbschenker.com/resource/blob/1650640/255f5f33aacb1646826316e549d47672/reefer-demurrage-detention-quay-storage-tariff-data.pdf>

### **USA Imports – US Demurrage / Detention Tariff - Dry & Reefer Container**

All demurrage, detention and storage costs incurred in relation to prepaid business will be invoiced to the cargo owner. From now on, Schenker will charge demurrage and detention fees in accordance with the Schenker tariff for US ports.

After the free periods expire, the following US import demurrage and detention fees apply:  
<https://www.dbschenker.com/resource/blob/1650068/246144c8051a04510315eaa64787ea61/usa-demurrage-detention-2023-data.pdf>

### **Cargo space & equipment**

Subject to the availability of cargo space and equipment. Our tender is based on the volume and period stated in the offer. In the event of deviations, we reserve the right to adjust the tender.  
This also applies to extraordinary market changes (see risk/price adjustments above).

### **Surcharges for sea freight**

The surcharges for sea freight (e.g. BAF, CAF, ISPS) are valid for shipping. The shipping date (B/L date) applies.

### **Exceptional BAF / Biofuel customisation**

In order to cope with the extraordinary market changes, we monitor the above-mentioned indices (VLSFO/UCOME) on a monthly basis. If there is an increase or decrease of more than \$50/ton based on a monthly review, the BAF value will be adjusted with one month's notice.  
This unexpected change will only occur within a quarter.

### **Deviations in dimensions/weight**

If the dimensions or weight of the shipment(s) actually provided deviate from the information on the basis of which this tender was prepared, billing will be carried out automatically on the basis of the newly calculated volume or freight chargeable weight, without the need for consultation. The client declares that the shipper is authorised to make changes to the dimensions and/or weight.

### **Validity for freight payment in DE**

The offer is only valid when paying freight in Germany.

### **Sailing list**

You can find our LCL services in the following LCL sailing list:

<https://www.dbschenker.com/app/lcl-sailing-schedule-frontend/home>

### **Tariff basis**

All tariffs are based on current costs, prices, freight, tariffs and surcharges and are subject to change. We charge costs not mentioned (e.g. customs duties, import duties, SLVS and customs inspection) in accordance with expenses.

### **SOLAS**

Unless otherwise agreed, the client will state the VGM (verified gross mass) of the loaded container to be determined in accordance with the SOLAS regulations and IMO guidelines (in particular MSC.1/Circular 1475) and the weighing methods mentioned there or the individual shipment to be transported in good time before the stowage plan is drawn up in the required form or shall ensure that this obligation is fulfilled on its behalf by a third party. Schenker expressly points out to the client that the container or individual shipment can be excluded from transport if the necessary information is not provided in a timely manner. Costs arising from exclusion from transport are borne by the client.

### **Additional fee tariff**

The additional fees listed do not represent a full list. You can find an overview of all additional fees on our homepage.

FCL Export:

<https://www.dbschenker.com/resource/blob/1650644/e9fb61eba83a9250af22480f61b399d1/local-charges-tariff-fcl-export-data.pdf>

FCL Import:

<https://www.dbschenker.com/resource/blob/1650642/187e938ceda347dbc5104b6d55c70b0d/local-charges-tariff-fcl-import-data.pdf>

LCL Export:

<https://www.dbschenker.com/resource/blob/1511298/65401faacfb34e1de8b7577e06056c5c/lcl-download-local-charges-tariff-lcl-export-data.pdf>

LCL Import:

<https://www.dbschenker.com/resource/blob/1511296/ab74cc7d6cdd130027be6d7a35c68a69/lcl-download-local-charges-tariff-lcl-import-data.pdf>

### **Shallow water and high water surcharges**

Plus any shallow water/high water surcharges that may apply (only for inland waterway transport).

### **Hazardous goods**

Loading of hazardous goods subject to acceptance by the shipping company.

### **Lithium cells and batteries**

Since 1 January 2020, DB Schenker has only accepted UN 3090, UN 3091, UN 3480, UN 3481, UN 3166 (if hybrid) or UN 3171 (if lithium battery) for transport if the client provides DB Schenker with a copy of the test summary - in accordance with the United Nations Manual of Tests and Criteria, Part III, subsection.

Further information can be found at the following link:

[Information notice lithium cells and batteries: Test summary | DB SCHENKER](#)

### **Transport insurance**

Excl. transport insurance; we are happy to offer this upon request.

**Courier costs**

Please note that you will incur additional courier costs for shipping bill of lading (Original B/L), which we prepare at your request or based on country regulations.

**Surcharges in accordance with expenses**

We calculate newly introduced surcharges by the companies involved in transport or handling after the tender has been prepared after shipping in accordance with the expenses. The freight rates, surcharges, tariffs and currency rates valid at the time of the final individual booking apply.

**Specifics for the USA**

- We ask for a 14-day advance notice for container provision or deliveries
- Free loading and unloading time 1 hour, USD 110.00/hour for each subsequent period
- If container delivery (round trip) cannot take place within the prescribed navigation and rest times, a lay-over fee of USD 600.00 will apply
- For free delivery, especially via “Rail Ramp Move”, any applicable fees such as demurrage, detention and storage fees will be borne by the goods.

If the recipient does not bear these costs, they must be borne in full by the sender.

**Tariff regulations**

DB Schenker's regulations are available to the sender free of charge at:

<https://esolutions.dbschenker.com/fmc/main/gri#/fmc/main/gri/StartRecordIndex/0/PageSize/1000>

with the terms and conditions governing DB Schenker's fees, classifications, rules, regulations and practices. You will be forwarded to a DB Schenker employee who will provide you with your login and password.

**Approval of the tariff**

The shipper is deemed to have agreed to the terms and conditions of the NRA if the shipper:

- (1) submits a signed agreement to the NVOCC;
- (2) sends the NVOCC written notice, including an email, indicating acceptance of the NRA Terms and Conditions; or
- (3) books a shipment after receiving the NRA Terms and Conditions from the NVOCC, if the NVOCC inserts the following text in bold in the NRA Terms and Conditions:

**“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”**

**Effective date of the negotiated rate arrangement**

The effective date of the NRA is the date on which DB Schenker receives acceptance from the sender and/or the recipient either by letter or by booking or a specific date agreed by the parties.

**Negotiated instalment agreement**

DB Schenker has elected to waive the tariff publication requirements of 46 C.F.R 520, 531 and 532. In this regard, DB Schenker has elected to use published tariff rates and fees, NVOCC Service Arrangements ("NSAs") and the use of negotiated rate arrangements ("NRAs"), with the aim of ultimately implementing exclusively NRAs and NSAs.

**Booking acceptance**

DB Schenker may issue booking confirmations, which may also constitute an offer by DB Schenker to the shipper for transportation services pursuant to 46 C.F.R. §520.13 and §532, to which the shipper agrees. The terms and conditions contained in the booking confirmation constitute a valid offer for ninety days from the booking date. Booking of cargo for such transportation by DB Schenker or DB Schenker's agent constitutes acceptance of this offer by the shipper and the terms and conditions of the NRA are binding for the parties.