



# **Offer Conditions Air and Sea Freight Schenker Deutschland AG (always representing Schenker AG)**

**Last revised: May 2024**



The contractual conditions listed below apply to all individual contracts to be concluded by Schenker Deutschland AG with the client for the provision of air and sea freight transport and all related services. Schenker Deutschland AG is not obliged to conclude individual contracts. A contract for the provision of a specific individual transport - regardless of how many containers/packages it includes - is only concluded with written confirmation from Schenker Deutschland AG or acceptance of the shipment for transport.

If the client's order to carry out the specific individual transport is not accepted by Schenker Deutschland AG, Schenker Deutschland AG will inform the client of this in writing/electronically within 24 hours.

If individual contracts are concluded, the following contractual conditions apply:

## General Conditions

1. These tender conditions apply to an individual contract concluded on the basis of a tender from Schenker. The client's general terms and conditions do not become part of the contract, even if they are not expressly contradicted.
2. The tender is intended exclusively for the client for whom it is prepared. The tender must be treated confidentially and may only be disclosed to third parties with our express, written consent. The tender expires if written acceptance is not received within 14 days of the preparation date.
3. Our tender is based on the acceptance of non-hazardous 'commercial goods' (within the meaning of the relevant hazardous goods regulations), which are packaged and labelled accordingly by the client for safe transport in general cargo by truck/ship or plane. The tender presumes unhindered traffic on the traffic routes, the availability of the required loading space, and the booking of the shipment (or the retrieval and shipping control) by Schenker Deutschland AG.
4. It is expressly pointed out that compliance with the approximate delivery times stated in the tender is based on information provided by the shipping companies/carriers (e.g. ETD - estimated time of departure / ETA - estimated time of arrival). They cannot be influenced by Schenker Deutschland AG. All dates stated verbally or in writing in the course of order processing are seen as indications and are non-binding. Schenker Deutschland AG is not liable if the stated delivery dates and approximate delivery times are exceeded. There is also no liability for any delays at the departure airport, at the destination airport or during the trip as well as changes to departure days/departure days or loading deadlines.
5. Unless mandatory legal regulations apply or point 4) applies, Schenker Deutschland AG works exclusively on the basis of the latest version of the General German Freight Forwarder Conditions (ADSp). The full text of the ADSp can be accessed via the following link:

<https://www.dbschenker.com/de-en/meta/adsp>

For tenders that include sea transport, this service is carried out exclusively under the conditions, reservations, limitations and special rights expressly set out in the bill of lading of The Great Ocean Line Pte. Ltd. or referred to in the bill of lading of The Great Ocean Line Pte Ltd. It is mutually agreed that these transport conditions, reservations, limitations and special rights are subject to Singapore law and the place of jurisdiction for all claims and disputes is Singapore.

## 6. Notice regarding particularly valuable goods or goods at risk of theft

**In the case of valuable goods or goods at risk of theft, the client must inform the freight forwarder in text form about the type and value of the goods and the existing risk in the order, so that the freight forwarder can decide whether to accept the order or take appropriate measures to ensure that the order is processed safely and without damage. If it accepts this order, the freight forwarder is obliged to take appropriate security measures to protect the goods.**

7. Schenker Deutschland AG will only arrange transport and/or storage insurance at the client's expense if the client has given the corresponding written/electronic order to do so.
8. The party affected by a case of force majeure is not responsible for the resulting delay or impossibility. Force majeure within the meaning of this document refers to all unavoidable events or events that - even if they were foreseeable - are beyond the control of the affected party and whose effects on the performance of the contract cannot be prevented by reasonable efforts of the affected party.

These include, but are not limited to, energy crisis, intervention by higher authorities, closure of public roads, war (declared or not), war-like situation, riot, revolution, rebellion, military or civil coup, insurrection, tumult, riots, blockade, embargo, piracy, government order, sabotage, strikes, go-slows, lockouts, failures or restrictions on electronic data interchange caused by third parties, cybercrime by third parties, acts of terrorism, piracy, epidemics, pandemics, quarantines, fires, floods, storm surges, hurricanes, typhoons, or other severe weather events of the magnitude of a catastrophe, earthquakes, landslides, lightning strikes, shipwrecks, plane crashes, accidents, serious transport accidents.

If a case of force majeure occurs, the party affected will notify the other party in writing of the incident immediately after becoming aware of the key circumstances. In doing so, it must describe the event that has occurred in more detail and indicate which contractual obligations it is unlikely to be able to fulfil as a result or only with a time delay.

In the event of force majeure, both parties are obliged to do their best to limit and mitigate damage.

In the event of force majeure within the meaning of this contract, which leads to a delay in the completion of the respective order or the fulfilment of part of the respective order, the deadline for completion or fulfilment will be extended by the period of delay. If the delay lasts longer than 60 days, either party has the right to terminate the contract. In the event of such termination, Schenker is entitled to compensation for all services provided before the date of termination and for all unavoidable obligations entered into by Schenker before the date of termination.

9. Schenker Deutschland AG is free to choose subcontractors.
10. Returns of empty containers to the port on the instructions of the shipping company used are at the expense of the freight payer.
11. Unless otherwise offered, all transport excludes export clearance (ATLAS procedure), customs duties and taxes; Schenker Deutschland AG is happy to offer export clearance upon request.
12. Customs tariff information provided by our employees is generally non-binding and subject to change. This does not exempt the client or one of its representatives from checking the customs tariff numbers.

13. The tender is only valid if freight is paid in Germany and if the office of Schenker Deutschland AG, which prepared the tender, is commissioned.
14. Should one or more provisions of this document be void or unenforceable, the validity of the remaining provisions of this document will not be affected. The same applies in the event of a loophole in the regulations.
15. The justification, changes or additions to a contract must be in writing to be valid. This also applies in the event of a possible waiver of this written form requirement. No oral ancillary agreements were made.
16. The exclusive place of jurisdiction is the registered office of the commissioned branch. The above regulation only applies if mandatory international law does not prescribe additional places of jurisdiction. German law applies.
17. Tenders and invoices for shipments and/or services, unless expressly agreed otherwise, are exclusively in EUR. If conversion into another currency and/or from another currency into EUR is necessary, this will be done for sea transport on the basis of the Schenker Deutschland AG conversion rate valid seven days before the planned ship arrival in the case of imports and seven days before the planned ship departure in the case of exports (<https://www.dbschenker.com/de-de/produkte/seefracht/umrechnungskurs>). Alternatively, air shipments will be converted or billed in EUR in accordance with our in-house or daily exchange rate, IATA direct shipments will be converted into EUR in accordance with the IATA exchange rate, unless the client provides evidence of a different written agreement. We expressly reserve the right to freely choose the rates and/or tariffs to be applied.
18. All invoices are due for payment immediately without deductions. Late payment occurs without a reminder no later than 10 days after receipt of the invoice, unless it has already occurred beforehand in accordance with the law. The date of receipt of the invoice is the 2nd day after the invoice date. If the client claims a different date of receipt, it is obliged to provide proof of the date of receipt. Complaints regarding invoices must be submitted in writing within 14 days of the invoice date.
19. All prices mentioned above are net prices and are, where applicable, include the statutory VAT applicable in Germany.
20. The client is responsible for compliance with the requirements of the German Packaging Act updated on the basis of the European Packaging Directive (94/62/EC). This particularly applies to existing obligations to take back packaging when delivering packaged goods. The client releases Schenker Deutschland AG from all claims asserted by third parties against Schenker Deutschland AG based on the German Packaging Act. The exemption covers all expenses associated with the claim, including legal proceedings such as legal fees in a reasonable amount.
21. The parties agree that the export, import, re-export and domestic transfer of goods and/or services may be subject to restrictions under relevant foreign trade regulations; These include, for example, the EU and US import and export laws and regulations that serve export control ("Export Control Regulations"). Each party warrants and assures that it will comply with all applicable export control regulations, as amended from time to time, in the performance of its obligations under this agreement.

It is the client's responsibility to determine whether their business is subject to export control regulations. The client may not commission Schenker Deutschland AG to provide prohibited services in countries or for persons subject to restrictions under export control regulations if the transactions underlying these services are subject to export control regulations. If necessary, the client will procure or obtain all licences, permits, approvals and/or exemptions required to comply with export control regulations and provide Schenker Deutschland AG with corresponding evidence.

Schenker Deutschland AG reserves the right to suspend the provision of services, excluding any liability, if these services would violate applicable export control regulations.

The client acknowledges that Schenker Deutschland AG is not obliged and will not provide any services in connection with internal repression. The client further acknowledges that Schenker Deutschland AG is not obliged to provide services in connection with or for military goods.

## **Special provisions for maritime transport**

The surcharges, port costs and public charges (e.g. tolls) listed refer to the status at the time the order was submitted. They are subject to change until the day of shipment and are billed "vatos" (valid at time of shipment). If additional surcharges, costs and/or public charges are levied by the shipping company or other third parties up to the time of shipment (=B/L date) or during transport, these will be invoiced additionally by Schenker Deutschland AG. Schenker Deutschland AG will, if possible, inform the client promptly about any changed or additional surcharges/costs. Such changes do not entitle the client to withdraw from this contract or the respective individual contract.

If empty containers are made available for loading in accordance with the order ("shipper's load, stowage and count"), these must be checked immediately upon delivery for external integrity and suitability for loading, in particular odour contamination. In the event of complaints, these must be reported immediately in writing/electronically to Schenker Deutschland AG. If such a report is not made, Schenker Deutschland AG is not liable for any cargo damage that occurs as a result of such defects in the container that were present during loading.

Unless otherwise agreed, the client will share 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 ensures 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. These conditions apply exclusively to an individual contract concluded on the basis of this tender. The client's general terms and conditions do not become part of the contract, even if they are not expressly contradicted.

1. For sea freight transport, the chargeable weight per cubic meter is at least 1,000 kg.

2. If additional surcharges, costs and/or public charges are levied before shipping (= B/L date) or during transport, Schenker Deutschland AG will additionally invoice the client for these. The same applies to surcharges, costs and/or public charges that are levied following the transport. Surcharges, costs and/or public charges are in particular the items listed below:
  - a) High water/low water surcharges
  - b) Demurrage/detention
  - c) Demurrage times/costs, as well as costs due to waiting times
  - d) Any costs incurred for the gassing or degassing of containers
  - e) Costs for phytosanitary processing (plant inspection or similar)
  - f) Storage costs
  - g) Costs arising from customs inspections
  - h) Multi-stops (additional, unplanned stops)
  - i) Assignment costs
  - j) Delivery order fees
  - k) Security surcharges

Costs for demurrage, detention and quay storage fees for incoming and outgoing shipments that are processed via the ports of Hamburg, Bremerhaven, Wilhelmshaven, Rotterdam, Antwerp or Zeebrugge and for the shipping which a House Bill of Lading from The Great Ocean Line Pty Ltd. was prepared, are not billed in accordance with expenses, but rather in accordance with the current fixed tariff rates.

3. Rebooking and cancellation costs for shipments/containers that have already been ordered are borne by the client.
4. It is assumed that unloaded containers are returned swept clean and in the same condition as before shipment. Any cleaning costs and/or repair costs incurred shall be borne by the client.
5. The pre-carriage and on-carriage costs apply from/to the next empty container depot of the shipping company used. Any pick-up or drop-off costs are not included in the tender and will be calculated and invoiced in accordance with expenses.
6. Availability of empty containers in the domestic depot and acceptance of empty containers in the domestic depot are not guaranteed and depend on the acceptance of the shipping company used.
7. Surcharges from the shipping companies used by Schenker Deutschland due to exceeding the specified surcharge-free maximum goods values must be reimbursed by the client.

## **Special conditions for air freight**

1. The shipment of air freight is subject to the conditions of the Agreement for the Unification of Rules for International Carriage by Air from Warsaw - taking into account, if necessary, the Hague and Montreal Protocols - as well as the conditions of the ADSp, whereby Section 27 of the ADSp does not apply.
2. In principle, the current weight/volume ratio of 1:6 set by IATA is used as a basis for volume shipments. This corresponds to a minimum freight calculation weight of 166.67 kg per cubic metre.

3. The tender is based on goods that are packaged for air freight, stackable, loadable with a forklift and suitable for a lower deck, unless explicitly stated otherwise.
4. Procedure for “UNSECURED” shipments in accordance with EU(VO)300/2008 & EU(VO)2015/1998

Schenker Deutschland AG carries out inspections using X-ray technology. If an inspection using X-ray technology is not possible due to the type, quality or contents of the freight/goods, Schenker Deutschland AG will implement follow-up measures to clarify a possible risk in the form of a manual search (if necessary supplemented by trace detection for explosives) of the shipment concerned. For this purpose, the client undertakes to give written approval to open the shipment upon first request from Schenker Deutschland AG. The client bears all costs of the inspections and follow-up measures.

5. Compliance / private individuals

The applicability of our tender is subject to negative verification against the global sanctions lists in connection with the imposed embargoes regarding loads/deliveries to companies and institutions that are listed on the sanctions lists. Furthermore, we do NOT deliver to PRIVATE INDIVIDUALS and reserve the right, if this was not known, to retrieve the goods at the sender's expense or to charge any additional costs incurred.

6. Surcharges / other fees

Fuel costs and airline security surcharges are calculated by Schenker Deutschland AG based on the freight chargeable weight at the applicable time of shipment. The surcharges are based on the country of departure principle and are adjusted to market developments.

The freight rates do not include cash on delivery and storage fees and other costs caused by circumstances beyond our control. We calculate separately import duties, storage fees, customs inspections, special trips, statement of facts, airport fees and other expenses, combined with an additional processing fee.

7. Unless expressly guaranteed in Schenker Deutschland AG's tender, Schenker Deutschland AG is not obliged to transport special freight. Special freight includes, but is not limited to, the following shipment types:

- a) Oversized packages (depending on the aircraft)
- b) Extra-heavy packages (depending on the aircraft)
- c) Hazardous goods
- d) Temperature-controlled shipments
- e) Foodstuffs
- f) Valuable shipments within the meaning of Section 3.7.6 of the IATA Tact Rules (VAL Shipments) with a goods value of USD 1,000.00 per kg gross-weight or more, with the exception of shipments to/from Great Britain with a goods value limit of GBP 450.00 per kg of gross-weight
- g) Express shipments
- h) Other shipments subject to special clearance requirements/guidelines/regulations

Schenker Deutschland AG has no obligation to perform checks with regard to an exclusion from transport.

Schenker Deutschland AG is entitled to refuse acceptance or further transport if there is reason to believe that the shipment is excluded from forwarding in accordance with this section.