

Terms & Conditions of Schenker Deutschland AG relating to Ocean Freight

As of: October 2023

Please find below mentioned our general terms and conditions applicable for our LCL and FCL shipments.

Validity

The quotation is valid for the named period; B/L date is applicable.

Surcharges

The rates are excluding surcharges such as Peak Season, Port Congestion, War Risk Fee etc. which is invoiced additionally in the introduction.

Requirements LCL

Conditions: This offer applies for in gauge, harmless, stackable and seaworthy packed LCL/LCL cargo, weight/measurement ratio at least:

- 1 cbm = 300 kgs for Pre-and Oncarriage Rates
- 1 cbm = 1000 kgs for Ocean Freight Rates

Corona Virus

COVID-19 pandemic disclaimer for Ocean Freight

The novel coronavirus epidemic ("COVID-19") crisis has affected the current space demand extraordinarily leading to a severe capacity situation in the ocean freight market. The current situation has an impact on all trades globally. Our quotation for your tender opportunity is based on the uninterrupted and largely unchanged ocean freight schedules pre-COVID-19 outbreak and does not consider the current, extraordinary market circumstances. We therefore reserve the right to adjust our quotation unilaterally at later stage in case of further, unpredictable events caused or related to the COVID-19 pandemic.

ABD via Rotterdam

Please note that for the export of LCL shipments on The Great Ocean Line Bill of Lading via Rotterdam, irrespective of the value of the goods, an export document (ABD) is required.

Loading and unloading time LCL

Free loading and unloading time for LCL shipments: 30 minutes.

Additional waiting time will be charged with EUR 35,00 per half an hour.

Loading and unloading time FCL

Free loading and unloading time: 1.5 hours/20'DC, 2 hours/40'DC/HC; additional waiting time will be charged per half an hour. The measurement of the waiting time begins with the driver's registration at the depot or rail terminal until the container is picked up and ends with the return of the loaded or unloaded container at the depot or rail terminal. The journey time is not calculated.

Pre carriage and on carriage rail/combi transports Export/Import – FCL

The above pre- and on carriage conditions are per combined rail transport to/from the following terminals:

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

For all other terminals that do not have a rail siding (Hamburg Süd: CTT, Bremerhaven Transfracht, etc.) there is an additional fee of EUR 130 per collection/delivery.

Demurrage, Detention & Storage Tarif

The demurrage, detention & storage rate shall apply for incoming and outgoing shipments on The Great Ocean Line bills of lading via the ports of Hamburg, Bremerhaven, Wilhelmshaven, Rotterdam, Antwerp and Zeebrugge. Terms for special equipment, shipper's own equipment and containers with hazardous materials are not included. These terms must be requested separately.

FCL:

<https://www.dbschenker.com/resource/blob/1650638/bf345a6c3926ad796eb27e5b3b2de0ee/demurrage-detention-quay-storage-tariff-data.pdf>

LCL:

<https://www.dbschenker.com/resource/blob/1511304/a196324e5230ebfce0a9381bc558372a/demurrage-detention-storage-tarif-lcl-de-en--data.pdf>

Reefer:

<https://www.dbschenker.com/resource/blob/1650640/3ad882953170c600cc7c4139485061e9/reefer-demurrage-detention-quay-storage-tariff-data.pdf>

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

All demurrage / detention / storage charges that occur in terms of prepaid business will be charges to the cargo owner. Effective immediately, Schenker will charge demurrage and detention fees as per Schenker tariff for US Ports. After free times expires, the following US import demurrage and detention charges will apply:

<https://www.dbschenker.com/resource/blob/1650068/246144c8051a04510315eaa64787ea61/usa-demurrage-detention-2023-data.pdf>

Space & Equipment

Our quote is based on the volume and timeframe stated in the offer. We reserve the right to adjust the offer in the event of material deviations. This provision shall also apply for extraordinary changes in the market.

Surcharges Ocean Freight

Surcharges for ocean freight (e.g. BAF, CAF, ISPS etc.) will apply at time of sailing. B/L date is applicable.

Exceptional BAF/Biofuel Adjustment

To cope with extraordinary changes in the markets, we will monitor the mentioned indices on a monthly base. In case of any in- or decrease of more than USD 50/ton, based on a that monthly re-view, the BAF amounts will be adjusted also with one month pre-notice. This unexpected change will only be performed within a quarter and not quarter on quarter comprehensively.

Deviation Measurements/Weight

In the event that the dimensions or weight of the consignments actually provided deviate from the information used to prepare this offer, billing shall automatically be based on the recalculated volume weight or weight subject to freight charges without notice. The customer expressly agrees that the shipper is entitled to make changes to the dimensions and/or weight.

Payment of freight in Germany

The offer is valid only for the payment of freight charges in Germany.

Sailing List

Please see the following LCL sailing schedule for our LCL services:

<http://lclsailings.dbschenker.com/portal/marlin.slag/sail list customer.htm>

Rate basis

All rates are based on today's costs, exchange rates, freight rates, fees and surcharges and are nonbinding. Costs not stated (such as customs duties, import duties, German freight forwarders' liability insurance, any storage charges and customs inspection) shall be billed based on expenditure.

SOLAS

Unless otherwise agreed, the customer shall report the VGM (Verified Gross Mass) of the loaded container or single shipment to be transported in good time prior to creating the stowage plan in the required format in accordance with SOLAS regulations and IMO guidelines (in particular MSC.1/Circular 1475) and the weighing methods set out therein, or shall ensure that this obligation is carried out on its behalf by a third party. Schenker expressly informs the customer that the containers or single shipments may be excluded from transport if the

required information is not provided on time. Any costs incurred as a result of this exclusion must be borne by the customer.

Additional Charges Tariff

These listed cost are not intended to be exhaustive. An overview of all additional charges can be found on our homepage.

FCL Export:

<https://www.dbschenker.com/resource/blob/1650644/8eed1a995cd542d8fe738c616bea5d1a/local-charges-tariff-fcl-export-data.pdf>

FCL Import:

<https://www.dbschenker.com/resource/blob/1650642/d18223020bc77f1597d47943ff841b16/local-charges-tariff-fcl-import-data.pdf>

LCL Export:

<https://www.dbschenker.com/resource/blob/1511298/a8877f05c9517880bf35212dfa1db366/lcl-download-local-charges-tariff-lcl-export-data.pdf>

LCL Import:

<https://www.dbschenker.com/resource/blob/1511296/d3f60dc8daed047bf7e5aa5437cac4f5/lcl-download-local-charges-tariff-lcl-import-data.pdf>

High and Low Water Surcharges

Plus any surcharges for low/high water (for inland transport only)

Dangerous Goods

Hazardous materials shall be loaded subject to the acceptance of the shipping company

Lithium cells and batteries

From 1 January 2020 DB Schenker accepts the UN 3090, UN 3091, UN 3480, UN 3481, UN 3166 (if hybrid) or UN 3171 (if lithium battery) for the transport only, if the customer provides DB Schenker with a copy of the examination summary. According to the United Nations Manual of Tests and Criteria, Part III, subsection For further information please follow the link below:

<https://www.dbschenker.com/de-de/insights/neuigkeiten-und-stories/presseinformationen/lithiumbatterien-613436>

Transport insurance

Excluding cargo insurance; we gladly offer cargo insurance on request

Courier charges

Please note that you will be charged an additional fee for courier service for any original B/Ls, which we prepare at your request or in compliance with local regulations.

Surcharges on expenditure

Surcharges introduced by companies involved in carriage or handling after the offer has been prepared shall be billed after shipment based on expenditure. The freight rates, surcharges, fees and exchange rates at the time of the final individual booking shall apply.

USA Specials

- 14 days advance notification for container deliveries or pick ups
- Free loading and unloading time 1 hour, each additional 110,00 USD / hour
- If container delivery (in the round trip), can't take place within the prescribed driving and resting times, there is a lay-over fee of 600,00 USD
- For free of charges deliveries, especially via "Rail Ramp Move", any applicable fees such as demurrage, detention and storage shall be apply to the goods.

In the event that the recipient does not bear these costs, there are to be paid by the shipper.

Rules Tariff

The rules of DB Schenker are provided free of charge to Shipper at

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

containing the terms and conditions governing the charges, classifications, rules, regulations and practices of DB Schenker. You will be directed to a DB Schenker staff member who will provide you login and password information.

Rate approval

The shipper is considered to have agreed to the terms of the NRA if the shipper:

- (1) Provides the NVOCC with a signed agreement;
- (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or
- (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font:

“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.”

Negotiated Rate Arrangement Effective Date

The effective date of the NRA shall be the date of the DB Schenker receipt of Shipper’s and/or Consignee’s acceptance either through a writing or by a booking or a specific date as may be agreed to by the parties.

Negotiated Rate Arrangement

DB Schenker has opted to be exempt from tariff publication requirements per 46 C.F.R. 520, 531 and 532. In that respect DB Schenker has opted for the use of published tariff rates and charges, NVOCC Service Arrangements (“NSAs”), and the use of Negotiated Rate Arrangements (“NRAs”) with the objective of the ultimate implementation of NRAs and NSAs exclusively.

Booking Acceptance

DB Schenker may issue booking confirmations which can also constitute an offer by DB Schenker to Shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by Shipper. The terms contained in the Booking Confirmation shall be a valid offer for ninety days from the booking date. The booking of cargo of DB Schenker or an agent of DB Schenker for this shipment constitutes acceptance by Shipper of this offer, and the terms of the NRA shall bind the parties.