



## **Offer conditions of Schenker d.o.o. Croatia relating to Ocean & Air Freight per online platform connect 4 ocean / air (as at July 2019)**

The following Contractual Terms and Conditions shall apply to all individual contracts for the provision of air and ocean freight transport and any associated services to be concluded between Schenker d.o.o. and the customer. Schenker d.o.o., Croatia is not obligated to conclude any individual agreements. An agreement on the provision of a specific individual transport - irrespective of how many containers/ packages it includes - shall only be concluded with Schenker d.o.o., Croatia confirmation or the acceptance of the consignment for transportation.

If Schenker d.o.o., Croatia does not accept the customer's order to carry out the specific transport, Schenker d.o.o., Croatia shall inform the customer of this in writing/electronically within 24 hours.

Insofar as individual contracts are concluded, the following Contractual Terms and Conditions shall apply:

### **General Terms and Conditions**

- 1) Any individual contract entered on the basis of this offer shall be governed by these Terms and Conditions prevailing the additional Terms and Conditions of Use of e Forwarder. General terms and conditions of the customer shall not become part of the contract even if we have not expressly objected to their application
- 2) The offer is intended only for the customer to whom it is addressed. The offer shall be treated as confidential and may only be disclosed to third parties with our express consent in writing. The offer shall expire if it is not chosen by Customer within the same browser session and accepted by us in according with the procedure herein stated latest 14 days from the date of its issue.
- 3) Our offer is based on the acceptance of non-hazardous 'merchandise' (within the meaning of the applicable regulations on hazardous goods) that has been packed and labelled accordingly by the customer for safe transportation as part of a consolidated consignment by road/ocean or air. Our offer assumes that access to and use of traffic routes is unhindered, the necessary loading space is available, and the consignment is booked (release and shipping management respectively) by Schenker d.o.o., Croatia.

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4) We point out expressly that the observance of the approximate periods of delivery stated in the offer is based on information of the shipping company/carrier and cannot be influenced by Schenker d.o.o., Croatia. All dates and periods stated orally or in writing in the course of the order-processing are to be regarded as an indication and shall be non-binding. Schenker d.o.o., Croatia shall not be liable if the stated dates of delivery and approximate periods of delivery are exceeded. Schenker d.o.o., Croatia shall also not be liable for any possible delays at the airport/port of departure, at the airport/port of destination or cargo closing times during the transportation as well as for changes of the day of departure or the closing times for cargo.

5) Unless mandatory statutory provisions or circumstances pertaining to item 4) apply, Schenker d.o.o., Croatia shall operate exclusively based on the General Conditions of the International Freight Forwarders' Association of Croatia, Zagreb in the respective current version.

This quotation contains ocean freight services which are based on the tariff or freight and other charges (as the case may be) of the NVOCC SCHENKERocean Ltd and will be provided strictly on the terms, conditions, exceptions, limitations and liberties of carriage expressly set out or referenced in the Bill of Lading form of SCHENKERocean Ltd. It is mutually agreed that these terms, conditions, exceptions, limitations and liberties are subject to the laws of Hong Kong and that the jurisdiction for any claims or disputes against SCHENKERocean Ltd under or in connection with the Bill of Lading is Hong Kong.

6) Note on particularly valuable merchandise or merchandise at risk of theft

In case of valuable or Theft-Sensitive Goods, the Principal must inform the Freight Forwarder in text regarding the type and value of the goods and the current risks involved to enable the Freight Forwarder to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. In case of acceptance of the order, the Freight Forwarder is obliged to undertake appropriate safety measures for protecting the goods.

**The merchandise is treated as valuable of theft - sensitive only when the actual value of the merchandise exceeds USD 1,000/kg. Schenker d.o.o., Croatia shall treat merchandise with a value below this threshold as common shipping goods.**

7) Transport and/or warehouse insurance cover at the customer's expense shall be arranged by Schenker d.o.o., Croatia only if expressly instructed in writing/electronically by the customer.

8) The party affected by an event of force majeure shall not be liable for any delay or impossibility of performance caused thereby. For the purposes of this document, force majeure means all inevitable events or events that, even if foreseeable, lie outside the direct influence of the affected party and whose consequences for the performance of the contract cannot be prevented by reasonable efforts of the affected party.

9) Schenker d.o.o., Croatia shall be free to choose its subcontractors.

10) Returns of empty containers to the port at the appointed shipping company's instruction shall be at the expense of the person paying the freight charges.

11) Unless otherwise stipulated in the offer, all shipments are exclusive of customs clearance customs duties and taxes; Schenker d.o.o., Croatia is happy to submit an offer for customs clearance on request.

12) Information on customs tariffs given by our employees is generally without obligation and subject to confirmation. This does not release the customer or an authorized agent of the customer from checking the customs tariff number.

13) The offer shall only be valid for the payment of the freight charges in Croatia and if the order is placed via the platform connect 4 ocean / air.

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14) Should one or several provisions of this document be invalid or unenforceable, the validity of the remaining provisions of this document shall not be affected by this. The same shall apply in the event of gaps and omissions.

15) Amendments or additions to a contract concluded via the platform connect 4 ocean / air require the written form in order to be valid. This also applies to a possible waiver of this requirement for the written form. No additional verbal agreements have been made.

16) The exclusive place of jurisdiction shall be Zagreb, Croatia provided that such an agreement on jurisdiction is permitted. The above provision shall only apply to the extent that no additional places of jurisdiction are prescribed by mandatory international law. Croatian law shall apply.

17) Unless expressly agreed otherwise, offers and invoices of and/or for services will be in HRK (Croatian Kuna). Should conversion into another and/or from another currency than HRK be required, this shall be carried out in the case of ocean transport on the basis of the exchange rate by CROATIAN NATIONAL BANK (HNB) valid for imports two days before scheduled ship arrival and for exports two days before scheduled ship departure. Shipments via air transport will be converted and/or settled based on either our in-house exchange rate or the daily exchange rate. IATA direct shipments will be converted and/or settled in HRK according to the IATA rate, unless the customer produces a written agreement that states otherwise. We expressly reserve the right to freely select the exchange rates and/or tariffs to be applied.

18) All invoices shall be due immediately and without deduction. Default in payment shall be deemed to occur without any formal warning at the latest 10 days after receipt of invoice, insofar as, in accordance with the law, it has not occurred earlier. The date for receipt of invoice shall be the second day after the invoice date. Should the customer claim another date of receipt, he shall be obliged to provide evidence of this date of receipt.

19) All prices indicated above are net prices exclusive of the respective statutory value added tax applicable in Croatia, where required.

20) In the event that the services or parts thereof contemplated herein are prohibited under any laws or regulations, including but not limited to US-law, law of the European Union or national laws, including but not limited to laws and regulations relating to the fight against terrorism and embargos, Schenker d.o.o., Croatia is at its sole discretion entitled to partially or fully cancel the service at any time, without prior notice and without incurring any liability to customer whatsoever.

### **Special Provisions for Ocean Transport**

The listed additional fees, port dues and public charges (e.g. road charges) are based on the rate at the time the order is placed. They shall remain subject to confirmation until the day of shipment and are invoiced as "VATOS" (valid at time of shipment). If additional fees, dues and/or public charges are imposed by the shipping company or other third parties up until the shipment (= B/L date) or during the transport, they shall be invoiced additionally by Schenker d.o.o., Croatia. Schenker d.o.o., Croatia shall inform the customer of any changed or additional fees/dues as promptly as possible. Such changes shall not entitle the customer to withdraw from this contract or the respective individual contract.

If empty containers are provided for loading in accordance with the order ("shipper's load, stowage and count"), they must be inspected for external intactness and fitness for loading, in particular for odor contamination, immediately after delivery. Schenker d.o.o., Croatia must be informed immediately in writing/electronically about any possible objections. If no such notification is provided, Schenker d.o.o., Croatia shall not be liable for any possible damage to goods upon loading resulting from existing defects to the container.

Unless otherwise agreed, prior to compilation of the stowing plan, the customer shall submit notification in the necessary form of the VGM (Verified Gross Mass) of the loaded container or the individual consignment to be transported in accordance with the provisions of the SOLAS Convention and IMO regulations (including but not limited to MSC.1/Circular 1475) and in accordance with the weighing methods stated therein or shall alternatively ensure that this obligation is fulfilled by a third party on the customer's behalf. Unless otherwise agreed, the

customer shall also inform the contractor of the dimensions of the delivered consignments. The customer confirms that it has measured the dimensions correctly and guarantees the accuracy of the stated dimensions vis-à-vis the contractor. The contractor is not obliged to verify the stated dimensions but is nevertheless entitled to check the stated dimensions at its discretion. The customer irrevocably indemnifies the contractor for all third-party claims resulting from the submission of incorrect information in that respect.

DB Schenker explicitly advises the customer that it is entitled to refuse carriage of the container or individual consignment if the required information is not submitted in good time or is incorrect. All costs resulting from such exclusion from carriage shall be borne by the customer. Any individual agreement concluded between the parties on the basis of this offer shall be governed solely by the terms and conditions stated herein. Any general terms and conditions of the customer shall not become an integral part of the agreement, even if they are not explicitly contested.

1) The weight subject to the payment of freight for ocean freight transports is calculated based on a minimum of 1,000 kg per cubic meter.

If the parties have agreed, based on the customer's offer, that the dimensions of the consignments or individual packages shall serve as the basis for calculation of the freight charges, these costs shall always be charged on the basis of the dimensions stated by the customer or stated by a third party on the customer's behalf. Should the dimensions stated by the customer prove to be incorrect, the freight shall then be measured correctly, and the customer shall be obliged to pay the correctly calculated freight charges plus any other additional costs incurred as a result, inclusive of the costs of the subsequent measuring process.

2) If any additional surcharges, costs and/or public dues are levied by the shipping company or any other third party up to the time of shipment (= date of B/L) or during the transport, Schenker d.o.o., Croatia shall charge these costs to the customer in accordance with its own expenditure/outlay, unless otherwise agreed hereinafter. The foregoing shall also apply to any surcharges, costs and/or public dues levied after the transport by the shipping company or other third parties in connection with the transport. Surcharges, costs and/or public dues shall include but are not limited to the items stated below:

- surcharges for high or low water
- demurrage/detention
- wagon demurrage time/costs and costs caused by waiting times
- any costs incurred for container gasification or degasification
- costs of phytosanitary certification (plant inspections etc.)
- storage costs
- costs resulting from customs inspections
- multi-stops (additional, unplanned stops)
- costs of assignment
- delivery order fees

Contrary to the foregoing provision, the costs of demurrage, detention and quay rent for inbound and outbound consignments handled via the ports of Rijeka, Ploče, Split, Koper or other EU/non-EU port and for which Schenker Ocean Ltd. has issued a house bill of lading, shall be charged per specific carrier outlay

- 3) Costs for transfer and cancellation of consignments/containers which are already dispatched shall be borne by the customer.
- 4) It shall be assumed that emptied containers are returned swept clean and in the same condition as prior to the shipment. Any possible costs for cleaning and/or repairs shall be borne by the customer.
- 5) The provision and/or return costs shall apply from/to the appointed shipping company's nearest storage for empty containers. Any possible pick-up or drop-off costs are not included in the offer and shall be calculated and invoiced according to the disbursement.  
The availability and the acceptance of empty containers in the inland container depot are not guaranteed and shall depend on the acceptance by the appointed shipping company.
- 6) Additional surcharges, costs etc., imposed by shipping company for exceeding surcharge-free maximum cargo value, are to be reimbursed by the client.

### **Quote Terms & Conditions FCL & LCL**

- The offer is only valid for the current day and time of the browser session;
- The offer is valid only for the payment of freight charges in Croatia.
- The offer is only valid when placing the booking request via connect 4 Ocean
- Subject to the availability of cargo space and equipment.
- 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.
- 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
- Hazardous materials shall be loaded subject to the acceptance of the shipping company.
- Excluding cargo insurance; we gladly offer cargo insurance on request.
- All rates are based on today's costs, exchange rates, freight rates, fees and surcharges and are non-binding. Costs not stated (such as customs duties, import duties, Croatian freight forwarders' liability insurance, any storage charges and customs inspection) shall be billed based on expenditure.
- 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.
- This offer applies for in gauge, harmless, stackable and non-stackable, dangerous goods (class 3, 8 and 9) and seaworthy packed LCL/LCL and FCL/FCL cargo
  
- For LCL/LCL shipments weight/measurement ratio at least 1 cbm = 250 kgs for Pre-and On-carriage Rates 1 cbm = 1000 kgs for Ocean Freight Rates
- 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.

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- The rates are excluding surcharges such as Port Congestion, War Risk Fee, or low/high water (for inland transport only) which is invoiced additionally in the introduction
- Free loading and unloading time: 2 hours/20'DC, 4 hours/40'DC; additional waiting time shall be charged based on the Schedule of surcharges.
- Pick up Charges and Drop off Charges will be billed as per outlay.
- Plus, any surcharges for low/high water (for inland transport only)
- The freight rates, surcharges, fees and exchange rates at the time of the final individual booking shall apply.
- The demurrage and detention rate shall apply for incoming and outgoing shipments on SCHENKER ocean bills of lading via the ports of Rijeka, Ploče, Split, Koper or another EU/non-EU port. Terms for reefers, special equipment, shipper's own equipment and containers with hazardous materials are not included. These terms must be requested separately.
- The FCL import on-carriage conditions are per combined truck / rail transport from/to the following terminals: Rijeka, Ploče, Split all other terminals that do not have a rail siding will be maintained by truck only.

### **Special Provisions for Air Transport**

1) Air freight transport is subject to the provisions of the General Conditions of the International Freight Forwarders' Association of Croatia, Zagreb in the respective current version.

2) The weight/volume ratio, currently 1:6, determined by IATA, shall generally be used as a basis for volume consignments. This corresponds to a minimum freight weight calculation of 166.67 kg per cbm.

3) Procedure for "UNSECURED" consignments pursuant to EU(VO)300/2008 & EU(VO)185/2010

Schenker d.o.o., Croatia carries out inspections using X-ray technology of a third party where available. If an inspection using check X-ray technology is not possible due to the nature, quality or contents of the freight/goods, Schenker d.o.o., Croatia shall take follow-up action for clarification of any potential risks in the form of a manual search on the consignment concerned (supplemented, if need be, by explosive trace detection). To this purpose, the customer agrees to grant written consent for Schenker d.o.o., Croatia to open the consignment at first request. All costs for inspections and follow-up actions shall be borne by the customer.

4) Unless it has been expressly stipulated in their offer, Schenker d.o.o., Croatia shall not be obliged to transport special cargo. Special cargo includes, in particular, but not exclusively, the following types of consignment: -

Oversize cargo (depending on aircraft)

- Overweight cargo (depending on aircraft)

- Hazardous material

- Temperature-controlled consignments

- Food

- Valuable shipments as defined in Section 3.7.6 of the IATA Tact Rules (VAL Shipments) with a value of USD 1,000.00 per kg gross-weight or more except for traffic to/from the UK with a goods value limit of GBP 450.00 per kg gross-weight

- Express consignments

- Other consignments which are subject to special handling requirements/ guidelines/regulations

Schenker d.o.o., Croatia has no inspection obligation with respect to a freight forwarding exclusion. Schenker d.o.o., Croatia shall be entitled to refuse transfer or further transportation if there is reason to believe that the consignment is excluded from freight forwarding under this section.