

# Terms of Use

## DB SCHENKER *system premium*

### Schenker Deutschland AG

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Status: July 2022



# Terms of Use

## DB SCHENKER*system premium*

DB SCHENKER*system premium* is a product from Schenker Deutschland AG in the general cargo sector. The tender conditions for land transport and ADSp apply and, as far as these conditions do not apply to logistical services, the latest version of the logistics terms and conditions apply. Furthermore, the following terms of use apply, which take precedence over the ADSp and logistics terms and conditions.

### 1. General scope of services/Scope of application

- Geographical scope (Europe)
- Door-to-door service (free ramp/provided on the property for acceptance)
- Provision of the transport service in DB Schenker's own general cargo network (closed system)
- The delivery time of the shipments is according to the DB Schenker scheduler available at [www.dbschenker.com/de/scheduling](http://www.dbschenker.com/de/scheduling).

### 2. Additional services offered in connection with the product

The product combination matrix enclosed as Appendix 2 shows which combinations of products with additional services can be booked.

- Delivery pre-notice by SMS, delivery pre-notice by e-mail
- Acceptance of hazardous goods
- Econeutral
- Additional services

### 3. General requirements

To provide the services offered, the following general requirements must be met:

- Orderly traffic conditions
- Delivery times for islands, enclaves and shipments of customs goods must be agreed separately
- In the case of non-national public holidays, the public holiday regulations of the DB Schenker branches involved in the transport will apply
- Transport-safe packaging ([LINK](#))
- Registration for pickup in the routing area of the responsible DB Schenker office must take place on the day of pickup before 12:00 p.m. at DB Schenker customer service
- For picking up outside the routing area of the responsible DB Schenker office: Registration must take place no later than 11 a.m. on the pick-up day

- The pick-up times must be agreed with the responsible DB Schenker office
- Clear identification must be provided of the desired additional services on the medium used for the transmission of the transport data (forwarding order, EDI, registration for collection, etc.)
- Delivery notes must be attached to the goods and are not transported separately
- Shipment must be marked with clear identification and labelling with a barcode label
- Deliveries and collections are made between 8 a.m. and 4 p.m. (Monday to Friday)
  - Standard delivery times: 8:00 a.m. – 1:00 p.m.
  - Standard pick-up times: 1:00 p.m. – 4:00 p.m.
- The transport of hazardous goods, with the exception of individual classes and UN numbers, must take place only after prior order review and approval by the DB Schenker offices<sup>1</sup>
- Waste transports are only possible after consultation, examination and approval by the responsible DB Schenker office<sup>1</sup>

#### **4. Postages**

Postages EXW, CPT, DAT (DDU and DDP) and DAP are permitted. The customer's notification that the order is to be executed in accordance with the Incoterms shall not affect the contractual relationship between the customer and Schenker Deutschland AG.

#### **5. Mass and weight**

Volume and minimum weights are agreed individually. Size and weight limits for general cargo shipments:

- Maximum dimensions of a package:
- Longest side: 2.40 m, Second side: 1.80 m, Height: 2.20 m
- Maximum weight per package: 1,500 kg total weight

For transports that require a lifting platform, the following deviating restrictions apply:

- Maximum weight per package: 1,000 kg total weight
- Countries France, Spain, Portugal, Poland, Italy, Sweden: maximum weight per package: 800 kg total weight

The dimensions must include the respective loading equipment. There is generally a maximum weight limit of 2,500 kg of billable weight. Any additional dimensions and weights must be agreed separately.<sup>1</sup>

#### **6. Exclusions**

- Exclusions according to ADSp and logistics terms and conditions

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<sup>1</sup>An order can only be placed after prior consultation with the responsible DB Schenker office

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- Moving goods
- Temperature-controlled goods
- Live animals, unpackaged plants, perishable goods
- Objects, weapons and ammunition that are subject to the War Weapons Control Act
- Shipments that have to be unloaded from the side or with a crane
- Packages over 30 kg that cannot be driven under with floor conveyors
- Delivery time increases caused by circumstances that DB Schenker could not prevent despite the greatest possible care
- Exclusions according to the scheduler ([www.dbschenker.com/de/scheduling](http://www.dbschenker.com/de/scheduling)).

### 7. Prices

The current price agreement with the responsible DB Schenker office for DB SCHENKER*system premium* will apply.

Please note that private customer deliveries or private customer collections (Return Service) must be booked as DB SCHENKER*system home*. If the shipment is not booked with DB SCHENKER*system home*, it will be handled as DB SCHENKER*system* with the additional service Fix Day delivery to be agreed.

## **Appendix 1 Definitions of additional services**

**Delivery pre-notice by SMS, delivery pre-notice by e-mail:** The recipient receives information by SMS or e-mail when the shipment will be delivered.

**DB SCHENKERsystem premium 10 & 13:** Fastest possible transport. The shipment arrives at the recipient by 10 a.m. or 1 p.m. on the scheduled delivery day.

**Hazardous goods:** Hazardous goods within the meaning of these terms and conditions are all goods that fall under the definition of the term in accordance with Section 2 Paragraph 1 of the Hazardous Goods Transport Act. These include substances and objects which, by virtue of their nature, their properties or their state, constitute a threat to public security, order, in particular for the general public, for important common goods, for life and the health of people as well as for animals and things. We always reserve the right to refuse the transport of hazardous goods. Furthermore, we will not accept hazardous goods that are not declared in accordance with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and other statutory provisions, that do not comply with these regulations, or that are not packed and labelled in accordance with these regulations. If the hazardous goods, after being taken over, are deemed to pose a risk, from the point of view of Schenker Deutschland AG, to other goods, items or life or safety of others, or if the hazardous goods and/or their description do not meet the legal requirements, Schenker Deutschland AG will contact the customer as far as possible in order to coordinate the measures to be taken. However, Schenker Deutschland AG reserves the right to dispose of the hazardous goods at the customer's expense. Hazardous goods cannot be stored in terminals.

**Econutral:** For the DB SCHENKERsystem products DB Schenker offers the option "econutral". For this option an additional fee ("econutral fee") applies. The fee-amount derives from an estimation of the CO<sub>2</sub> equivalent ("CO<sub>2</sub>e") footprint based on the taxable weight of the shipment and the distance between pick up and delivery. For shipments booked with the "econutral option", the estimated CO<sub>2</sub>e emissions will be offset. The CO<sub>2</sub>e emissions estimation include all of DB Schenker's shipping activities, related to the customers' shipments booked with "econutral". The econutral fee will finance emission reduction projects in developing countries operating under the UN's Clean Development Mechanism. The offsetting is currently made in partnership with atmosfair through the purchase and cancellation of certified carbon credits. A certificate (not tradable) with the amount of tons of CO<sub>2</sub>e that are offset by DB Schenker can be received directly from atmosfair. With the request for a certificate, you agree that DB Schenker shares your company name, company address, e-mail-address and the emission to be compensated with atmosfair.

Appendix 2 Product combination matrix

DB SCHENKERsystem / DB SCHENKERsystem premium	Name of additional services													
	Fix Day to be agreed - 39	Automated Fix Day delivery to be agreed - 85	Fix Day - 35	Fix Day 10 - 57	Fix Day 13 - 58	Econneutral - 01	Dangerous Goods - 09	Limited Quantity (LQ) - 08	Delivery Pre-Notice eMail - 16	Delivery Pre-Notice SMS - 19	Long good type 1 - 02	Long good type 2 - 03	Premium 10 - 55	Premium 13 - 56
Name of the products														
DB SCHENKERsystem - 43						x			1 from 2	1 from 2				
DB SCHENKERsystem - 43						x	x	x	1 from 2					
DB SCHENKERsystem - 43	x					x			1 from 2					
DB SCHENKERsystem - 43		x				x			1 from 2					
DB SCHENKERsystem - 43			x			x			1 from 2					
DB SCHENKERsystem - 43				x		x			1 from 2					
DB SCHENKERsystem - 43					x	x			1 from 2					
DB SCHENKERsystem premium - 44						x	x*	x*	1 from 2				x	
DB SCHENKERsystem premium - 44						x	x*	x*	1 from 2					x

\* Possible in selected country relations