

# Terms of use

## DB SCHENKER *full load*

### Schenker Deutschland AG

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Status: April 2022



## **Terms of use DB SCHENKERfull load**

DB SCHENKERfull load refers to a product of Schenker Deutschland AG in the area of full loads/FTL transports. The Terms and Conditions of Quotation for Land Transport, the ADSp (German Freight Forwarders' Terms and Conditions) and, insofar as these do not apply to logistics services, the latest version of the Logistics GTC (Logistik-AGB) shall apply. Furthermore, the following terms of use apply, which still take precedence over the ADSp and Logistics GTC.

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

- Geographical scope (Europe)
- For international, cross-border transports
- Consignments greater than 19,400 kg gross weight or 11 ldm or 55 cbm as well as goods not conforming to DB SCHENKERsystem (packages over 3m in length and over 30kg). Dimension and weight limits are 24 tons, 13.6 ldm or 60 cbm. The maximum length of a package must not exceed 6 m and the maximum width and height must not exceed 2.40 m.
- Door-to-door service (from loaded sender to free arrival recipient)
- Providing the transport service partly using the international DB Schenker network
- The DB Schenker Scheduler can be used as an indication of the transit time of the consignments (<http://www.dbschenker.com/de/scheduling>).
- One-man crew for a truck is standard
- Standard vehicle type: Euro trailer with tarpaulin (13.6m)
- Maximum capacity of the vehicle: 33 pallets (L x W x H 120x80x240cm basic dimensions) and 24 t
- Stand time of up to 30 minutes is included in the scope of services; above this, stand fees of € 50 per started hour will be charged.
- Provision of at least 14 tension belts per full load transport
- Loading and unloading take place from the rear via a ramp
- Deviations from the general scope of services must be requested
- Country-specific requirements and regulations regarding vehicles and personnel are observed and complied with.
- Unless expressly agreed otherwise, the transshipment or additional loading of consignments is generally possible.
- The calculation of the standard transit time (from Monday to Friday) communicated at the time of booking begins with the date and time of loading.
- Schenker Deutschland AG reserves the right to release itself from the obligation to provide additional services mentioned in point 2 if no sufficient capacities are available. In such a case, the customer will be informed immediately and the price

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for the additional service will not be charged. Amounts already paid will be refunded immediately. In this case, the customer is entitled to withdraw from the entire transport order. No further consequential claims shall arise from the discontinuation of the obligation to provide additional services. The liability of Schenker Deutschland AG for intent or gross negligence remains unaffected.

- Insofar as agreed transit times cannot be complied with, this shall not give rise to any consequential claims on the part of the customer. Schenker Deutschland AG will inform the customer of this without delay. The liability of Schenker Deutschland AG for intent or gross negligence remains unaffected.

## **2. Additional services offered in connection with the product by individual arrangement**

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

- Customs clearance
- Dangerous goods
- Conclusion of transport insurance
- Time window pick-up/delivery, morning (9 a.m. to 12 p.m.) or afternoon (1 p.m. to 4 p.m.)
- Fix Day pick-up/Delivery
- Fix Day to be agreed
- Pick-up/delivery Pre-Notice
- Proof of Delivery (POD)
- Transport-specific requirements, e.g. special load specification, load securing material, pallet exchange, mixed loading ban and reloading ban

## **3. General requirements**

The following general requirements must be met in order to provide the services offered:

- The booking must be made at the latest two working days (Mon. - Fri.) before the planned loading by 3:00 p.m.
- Transport safe packaging
- Loading and unloading must be possible during the day for at least eight hours without time window limitation between 6.00 a.m. and 6.00 p.m., unless the additional service collection/delivery time window has been agreed.
- Loading/unloading equipment (e.g. forklift truck, electric ant, etc.) must be provided by the sender or recipient.
- Loading/unloading is the responsibility of the sender or recipient.

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- Clear identification of the confirmed additional service(s) on the medium used for the transmission of the transport data (forwarding order, EDI, registration for collection, etc.).
- Delivery notes are to be attached to the goods and are not transported separately
- Shipments with a value of goods > € 100,000 require a pre-announcement, which must be received at least 72 hours before the scheduled loading

#### **4. Postages**

The terms of delivery EXW, CPT, DAT, DAP and DDP are permitted. Notification by the principal that the order is to be executed in accordance with the Incoterms does not affect the contractual relationship between the principal and Schenker Deutschland AG.

#### **5. Exclusions**

- Exclusions according to ADSp and Logistics GTCs
- Removal goods
- Temperature controlled goods
- Live animals, unpacked plants, perishable goods
- Tobacco and alcohol
- Articles, weapons and ammunition subject to the War Weapons Control Act
- Radioactive goods
- Consignments that have to be unloaded from the side or with a crane
- Packages weighing more than 30 kg that cannot be moved underneath with forklift trucks
- C.O.D. shipments
- Orders of neutrality
- Avis orders
- Defined exclusion areas (DB Schenker Scheduler at [www.dbschenker.com/de](http://www.dbschenker.com/de))
- Seaport consignments
- Provision and exchange of pallets or other loading equipment
- Service restrictions are possible in the following cases:
  - Loading/unloading on islands or in enclaves
  - City centres with access restrictions
  - Road conditions not designed for a 40t truck
  - Time loss in the event of border crossings
  - Incomplete consignment information

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- Unusual ferry and train availability
- Unusual weather conditions during transport

**6. Rates**

The current price agreement with Schenker Deutschland AG applies for DB SCHENKER *full load*.

## **Annex 1 Definitions of the additional services**

**Time window pick-up:** A time slot for collection is agreed with the customer, either in the morning (9 a.m. to 12 p.m.) or in the afternoon (1 p.m. to 4 p.m.).

**Time window delivery:** A time slot for delivery is agreed with the customer, either in the morning (9 a.m. to 12 p.m.) or in the afternoon (1 p.m. to 4 p.m.).

**Transport insurance:** protection against all risks of physical loss or damage to goods caused by external causes during transport, subject to the consent of the insurer

**Customs clearance:** Schenker Deutschland AG handles customs clearance provided that all documents, certificates and information required for customs clearance are available from the customer.

**Pick-up Pre-notice:** The customer is informed of the impending collection on the day of collection.

**Delivery Pre-Notice:** The customer is informed about the upcoming delivery on the day of delivery.

**Fix Day Pick-up:** A collection date is agreed with the customer.

**Fix Day Delivery:** A delivery date is agreed with the customer.

**Fix Day to be agreed:** A delivery date is agreed with the recipient by telephone. For this purpose, the customer must provide the recipient's contact information (name and telephone number).

**Proof of Delivery (POD):** Provision of the original CMR document, original or scan depending on customer agreement.

**Dangerous 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.

Appendix 2 Product Combination Matrix

DB SCHENKER <i>part load /full load</i>	Pick-up Pre-notice (18)	Delivery Pre-Notice (17)	Fix Day Pick-up (36)	Fix Day Delivery (37)	Time window pick-up (morning/afternoon) (20/21)	Time window delivery (morning/afternoon) (22/23)	Proof of Delivery (POD) (06)	Dangerous goods (09)	Transport insurance (04)	Fix Day to be agreed (39)
Pick-up Pre-notice (18)		X	X	X	X	X	X	X	X	X
Delivery Pre-Notice (17)	X		X	X	X	X	X	X	X	X
Fix Day Pick-up (36)	X	X			X	X	X		X	
Fix Day Delivery (37)	X	X			X	X	X		X	
Time window pick-up (morning/afternoon) (20/21)	X	X	X	X			X		X	
Time window delivery (morning/afternoon) (22/23)	X	X	X	X			X		X	
Proof of Delivery (POD) (06)	X	X	X	X	X	X		X	X	X
Dangerous goods (09)	X	X					X		X	
Transport insurance (04)	X	X	X	X	X	X	X	X		X
Fix Day to be agreed (39)	X	X					X		X	