

Offer Conditions of Schenker Deutschland AG relating to connect 4 land

As at: June 2021



Offer conditions connect 4 land

The following contractual conditions apply to all individual contracts concluded with the Client by Schenker Deutschland AG relating to the procurement of land transport and all services connected thereto.

Schenker Deutschland AG is not obliged to conclude individual contracts. The booking of a specific individual shipment by using **connect 4 land** is in so far only a request. A contract for the procurement of a specific individual shipment – irrespective of the number of packages it contains – only comes into effect on confirmation via e-mail by Schenker Deutschland AG.

Where the Client's purchase order relating to the implementation of the specific individual shipment is not accepted by Schenker Deutschland AG, Schenker Deutschland AG shall inform the Client of this within 24 hours in writing/by electronic communication.

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

General Conditions

1. Individual contracts concluded on the basis of this offer are governed by these conditions added by the product-specific conditions for the respectively chosen product (DB SCHENKER**system**, DB SCHENKER**system premium**). These conditions take precedence over the Terms and Conditions of Use of **connect**, which also apply. The Client's general terms and conditions shall not form part of the contract even where they are not expressly excluded.
2. The offer is intended exclusively for the Client to whom it is addressed. The offer must be treated as confidential and may only be disclosed to third parties with our express written consent.
3. It is not permitted to book specific individual shipments for which delivery is to be made to consumers. Schenker Deutschland AG shall without prejudice to further rights have the right to withdraw from an individual contract at any time if it becomes aware that the recipient of the shipment is a consumer.
4. Where, due to official measures beyond the control of Schenker Deutschland AG, additional costs arise between the time of the offer and the commencement of shipping, Schenker Deutschland AG shall be entitled to invoice for these additional costs. Where possible, Schenker Deutschland AG will notify the Client of this prior to the commencement of shipping without being legally obliged to do so.

Our offer is based on the transfer of non-hazardous "commercial goods" (within the meaning of the relevant hazardous goods regulations) which have been suitably packaged by the Client for safe transport in collective shipments by lorry and have been labelled accordingly. Unless otherwise agreed in writing in individual contracts, this prohibits inter alia hazardous goods, perishable goods, food, medicines, weapons and weapon parts, valuable items such as jewellery, works of art, antiques or other

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goods with a value over 1,000 euro/kg and other shipments which are subject to special handling requirements/guidelines/provisions.

Schenker Deutschland AG is not obliged to examine the shipment as to whether it is prohibited from transportation. Schenker Deutschland AG is entitled to refuse acceptance or further transportation where there is reason to believe that the shipment is prohibited from transportation under this Clause. The rights of Schenker Deutschland AG under Clause 14) of these conditions also apply. All accompanying documents necessary for transportation must have been submitted to Schenker Deutschland AG, in writing, prior to acceptance of the shipment for transportation.

5. Unless mandatory statutory rules take precedence, Schenker Deutschland AG operates exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 (ADSp 2017) (German Freight Forwarders' General Terms and Conditions 2017) and – if they do not apply for performing logistics services – with the Logistic-AGB (General Terms and Conditions of Logistics-Services Providers), as of March 2006. The full text of the ADSp 2017 is available under the following link:

<http://www.dbschenker.de/log-de-en/adsp.html>

In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to EUR 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg.

Schenker Deutschland AG has taken out indemnity insurance pursuant to Clause 28 ADSp 2017 with AXA Corporate Solutions, Cologne.

6. Via **connect 4**, the customer can be given the option of requesting transport insurance electronically and, subject to the consent of the insurer, to insure the cargo.
7. Any 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 is deemed to be any unavoidable incident or an incident which – even if foreseeable – is beyond the control of the affected party and whose impact on contractual performance cannot be prevented by the reasonable efforts of the affected party.
8. Schenker Deutschland AG is free to choose sub-contractors.
9. Unless otherwise stipulated in the offer, all shipments are exclusive of customs clearance (ATLAS procedure), customs duties and taxes; Schenker Deutschland AG is happy to submit an offer for customs clearance on request.
10. Information on customs tariffs provided by Schenker Deutschland AG is in principle non-binding and subject to change. It does not discharge the Client or the Client's agent from examining the customs tariff numbers.
11. The offer is only valid for freight charges paid in Germany and where the purchase order is placed via **connect 4 land**.
12. Unless otherwise expressly agreed, offers and invoicing for services take place exclusively in EURO.

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13. Unless otherwise indicated in the offer, all invoices are due immediately without deductions. The Client shall be in default of payment, without the need for a reminder, no later than 10 days after the invoice date, unless default occurs earlier by law.
14. All the aforementioned prices are net prices not including statutory value added tax at the applicable rate in Germany.
15. Where performance by Schenker Deutschland AG pursuant to these conditions is in breach of laws, enacted by the European Union, the United Nations, the USA or individual countries in order to combat terrorism, or which impose trading restrictions such as embargos, Schenker Deutschland AG is entitled to cease performance and cancel the order without this giving rise to any liability claims.
16. Where one or more provisions contained in this document is invalid or impracticable, this will not affect the validity of the other provisions contained herein. The same applies in the event of any omissions in the Contract.
17. Any addenda or amendments to this Contract must be recorded in writing or by electronic mail in order to be valid. This shall also apply to a possible waiver of this written form obligation. No oral ancillary agreements have been made.
18. The exclusive place of jurisdiction is Frankfurt unless otherwise stipulated by law. The foregoing provision applies only in the absence of any requirement to the contrary under mandatory international law. German law applies.