

# Terms of Use

## DB SCHENKER *system*

### Schenker Deutschland AG

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Status: April 2022



# Terms of use DB SCHENKERsystem

DB SCHENKERsystem 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

- The geographical scope is the territory of the Federal Republic of Germany
- National 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)
- Depending on the distance and terminal contact, the standard delivery time for DB SCHENKERsystem is 1–2 days in addition to the delivery time for DB SCHENKERsystem premium (according to the DB Schenker Scheduler available at [www.dbschenker.com/de/scheduling](http://www.dbschenker.com/de/scheduling), the displayed delivery time in the DB Schenker Scheduler is always the premium delivery time)

## 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.

- Fix Day delivery
- Fix Day to be agreed
- Automated Fix Day delivery to be agreed
- Fix Day 10, Fix Day 12
- Delivery pre-notice by SMS, delivery pre-notice by e-mail
- Pre-advice by e-mail
- Drivers pre-advice
- Cash on delivery (cash payment up to a maximum of € 2,500)
- 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 and enclaves as well as shipments that require customs agreements (e.g. shipments to ports) 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
- 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.

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

## 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: 2.30 m
- Maximum weight per package: 1,500 kg total weight

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

- Maximum dimensions of a package: 2.40 m x 1.20 m x 2.30 m (W x L x H)
- Maximum weight per package: 1,000 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
- 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

## 7. Prices

The current price agreement with the responsible DB Schenker office for DB SCHENKERsystem will apply.

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

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

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

**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). The office contacts the recipient and arranges a delivery date within the following 2 days of contact.

**Automated Fix Day delivery to be agreed:** A delivery date is agreed electronically with the recipient. For this purpose, the customer provides the contact information of the private recipient (name, e-mail address or telephone number). With a link that the recipient receives via his or her contact information, the recipient can confirm a delivery date in a portal provided. If your recipient does not confirm a delivery date, the responsible DB Schenker branch office will arrange the delivery date by telephone or e-mail with your recipient.

**Fix Day 10, Fix Day 12:** The customer sets a delivery date before 10 a.m. or before 12 p.m.

**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.

**Pre-advice by e-mail:** Proactive information of the delivery date by e-mail and the possibility of coordination with DB Schenker.

**Drivers pre-advice:** The driver agrees on the location and the exact delivery time by telephone with the recipient at least one hour before delivery.

**Cash on delivery:** The shipment is handed over to the recipient as soon as he has handed over the agreed payment amount in cash (cash payment up to a maximum of € 2,500).

### **Long goods type 1:**

- Max. side length: longer than 2.40 m and/or shorter than 3.00 m, Max. width: 1.20 m, Max. height: 2.20 m
- Max. weight per package: 1,500 kg
- Deliveries with a lifting platform are only permitted after bilateral agreement
- Large goods with a length of more than 300 cm and a weight of more than 30 kg may not be sent in the network

### **Long goods type 2:**

- Max. side length: longer than 3.00 m and/or shorter than 6.00 m, Max. width: 0.40 m, Max. height: 0.40 m
- Max. weight per package: 30 kg
- Max. 10 packages
- Large goods with a length of more than 300 cm and a weight of more than 30 kg may not be sent in the network

**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.

**Econneutral:** For the DB SCHENKERsystem products DB Schenker offers the option "econneutral". When booking this option an additional fee ("econneutral fee") is charged. The amount of the fee results from a calculation of the CO<sub>2</sub> equivalents ("CO<sub>2</sub>e") based on the taxable weight of the shipment and the distance between collection and delivery. For shipments booked with the "econneutral" option, the calculated CO<sub>2</sub>e emissions will be offset. The calculation of CO<sub>2</sub>e emissions includes all shipping activities of DB Schenker related to the customers' shipments booked with "econneutral". The "econneutral fee" is used to finance emission reduction projects in developing countries that are carried out within the framework of the UN's Clean Development Mechanism. The offsetting is currently carried out in cooperation with atmosfair gGmbH ([www.atmosfair.de](http://www.atmosfair.de)) through the purchase and cancellation of certified carbon credits. You can obtain a certificate (non-tradable) with the offset amount of CO<sub>2</sub>e tonnes related to your shipments directly from atmosfair. By submitting your request to us to obtain such certificate, you agree that DB Schenker will pass on your company name, company address and e-mail address as well as the emission to be offset to atmosfair.

Appendix 2 Product combination matrix

DB SCHENKERsystem / DB SCHENKERsystem premium	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 12 - 59	Pre-Advice by eMail - 14	Econutral - 01	Cash on delivery - 15	Dangeour Goods - 09	Limited Quantity (LQ) - 08	Pre Notice by eMail- 16	Pre-Notice by SMS - 19	Drivers Pre-Advice - 13	Long good type 1 - 02	Long good type 2 - 03	Premium 08 - 51	Premium 10 - 55	Premium 12 - 53
Name of the products																		
DB SCHENKERsystem - 43	x						x	x	x	x	1 from 2	x	1 from 2					
DB SCHENKERsystem - 43		x					x	x	x	x	1 from 2	x	1 from 2					
DB SCHENKERsystem - 43			x				x	x	x	x	1 from 2	x	1 from 2					
DB SCHENKERsystem - 43				x			x	x	x	x	1 from 2	x	1 from 2					
DB SCHENKERsystem - 43					x		x	x	x	x	1 from 2	x	1 from 2					
DB SCHENKERsystem - 43						x	x	x	x	x	1 aus 2	x	1 aus 2					
DB SCHENKERsystem premium - 44							x	x	x	x	1 from 2	x			x			
DB SCHENKERsystem premium - 44							x	x	x	x	1 from 2	x	1 from 2			x		
DB SCHENKERsystem premium - 44							x	x	x	x	1 aus 2	x	1 from 2					x