


Offer conditions of Schenker Deutschland AG relating to Air and Ocean Freight

As at: December 2022

An aerial photograph of a busy port. In the foreground, a large container ship is docked at a pier, with a tugboat assisting it. The water is a deep blue-green. In the background, a large industrial area with many yellow cranes and stacks of containers is visible. The sky is a pale, hazy blue. The wing of an airplane is visible in the upper left corner of the frame.

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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 Deutschland AG and the customer. Schenker Deutschland AG 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 Deutschland AG's written confirmation or the acceptance of the consignment for transportation.

If Schenker Deutschland AG does not accept the customer's order to carry out the specific transport, Schenker Deutschland AG 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 into on the basis of this offer shall be governed exclusively by these Terms and Conditions. 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 accepted in writing within 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 labeled 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 Deutschland AG.
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 Deutschland AG. 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 Deutschland AG shall not be liable if the stated dates of delivery and approximate periods of delivery are exceeded. Schenker Deutschland AG 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 shall operate exclusively on the basis of the ADSp [German Freight Forwarders' Standard Terms and Conditions] in the respective current version. The full text of the ADSp is available under the following link:

www.dbschenker.com/de/adspEng

This quotation contains ocean freight services which will be provided strictly on the terms, conditions, exceptions, limitations and liberties of carriage expressly set out or referenced in the Bill of Lading of The Great Ocean Line Pte. Ltd. It is mutually agreed that these terms, conditions, exceptions, limitations and liberties are subject to the laws of Singapore and that the jurisdiction for any claims or disputes is Singapore.

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.

By way of exception to paragraph 3.3 ADSp 2017, the merchandise is treated as valuable of theft-sensitive only when the actual value of the merchandise exceeds USD 1,000/kg. Schenker Deutschland AG 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 Deutschland AG 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 Deutschland AG 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 (ATLAS procedure), customs duties and taxes; Schenker Deutschland AG 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 Germany and if the order is placed with the Schenker Deutschland AG branch which prepared this offer.
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 this contract 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 the registered office of the branch where the order was placed. The above provision shall only apply to the extent that no additional places of jurisdiction are prescribed by mandatory international law. German law shall apply.

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17. Unless expressly agreed otherwise, offers and invoices of and/or for services will exclusively be in EURO. Should conversion into another and/or from another currency than EURO be required, this shall be carried out in the case of ocean transport on the basis of the exchange rate by Schenker Deutschland AG (<https://www.dbschenker.com/de-de/produkte/seefracht/umrechnungskurs>), valid for imports seven days before scheduled ship arrival and for exports seven days before scheduled ship departure. Shipments via air transport will be converted and/or settled on the basis of either our in-house exchange rate or the daily exchange rate. IATA direct shipments will be converted and/or settled in EURO 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 considered to 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 Germany, where required.
20. The Parties agree that export, import and re-export of goods and/or the provision of related services may be subject to trade laws and regulations validly enacted by a competent authority ("Trade Regulations"), which may inter alia include EU and U.S. export laws and regulations. Each Party warrants and represents that, in the fulfilment of its obligations under the Agreement it complies and will continue to comply with all Trade Regulations applicable to it, which may include, but not be limited to sanctions requirements, antiboycott restrictions and restricted party screening in export, customs, import and in-country activities.

Customer is responsible for determining whether Customer's goods are subject to such Trade Regulations and will obtain all necessary licenses, approvals, authorizations and/or exemptions thereto and will provide Schenker with all relevant information Schenker may reasonably request for review of compliance with Trade Regulations prior to Schenker's performance of respective Services.

With respect to Services related to countries for which U.S. embargos have been imposed or are imposed in the future, Customer specifically confirms that

- a) these shipments will not contain U.S. origin products or products with a U.S. content, except in accordance with an applicable authorization from competent U.S. government authorities and
- b) shipments and/or other services related to such countries will have no U.S. connections, unless such shipments and/or services are authorized by competent U.S. government authorities.

Schenker reserves the right to suspend provision of Services without any liability in cases where any trade restrictions apply, are newly imposed/ re-imposed, or amended.

Customer acknowledges that Schenker is not obligated and will not provide services relating to goods for internal repression, ITAR goods and/or military goods and warrants to not hand over or have handed over such goods to Schenker for the provision of services.

Special Provisions of 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 Deutschland AG. Schenker Deutschland AG 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 Deutschland AG must be informed immediately in writing/electronically about any possible objections. If no such notification is provided, Schenker Deutschland AG shall not be liable for any possible damage to goods upon loading resulting from existing defects to the container.

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.

1. The chargeable weight for ocean freight transport shall be assumed to be at least 1,000 kg/cbm.
2. 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 to the customer additionally by Schenker Deutschland AG according to the expenditure/disbursement. The same shall apply to fees, dues and/or public charges imposed after transport by the shipping company or other third parties in connection with the transport. Fees, dues and/or public charges are in particular the following items:
 - a) High tide/low tide supplements
 - b) Demurrage/detention
 - c) Times/costs for demurrage and costs due to idle time
 - d) Any costs incurred for the fumigation and/or degasification of containers
 - e) Costs for phytosanitary clearance (examination of plants etc.)
 - f) Storage costs
 - g) Costs for the customs examination
 - h) Multi-stops (additional, unscheduled stops)
 - i) Assignment fees
 - j) Delivery order fees
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.

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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.
6. 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.
7. Additional surcharges, costs etc., imposed by shipping company for exceeding particular surcharge-free maximum cargo value, are to be reimbursed by the client.

Special Provisions for Air Transport

1. Air freight transport is subject to the provisions of the ADSp without the application of paragraph 27 ADSp.
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 Deutschland AG carries out inspections using X-ray technology. If an inspection using check X-ray technology is not possible due to the nature, quality or contents of the freight/goods, Schenker Deutschland AG 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 Deutschland AG 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 Deutschland AG shall not be obliged to transport special cargo. Special cargo includes, in particular, but not exclusively, the following types of consignment:
 - a) Oversize cargo (depending on aircraft)
 - b) Overweight cargo (depending on aircraft)
 - c) Hazardous material
 - d) Temperature-controlled consignments
 - e) Food
 - f) 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 with the exception of traffic to/from the UK with a goods value limit of GBP 450.00 per kg gross-weight
 - g) Express consignments
 - h) Other consignments which are subject to special handling requirements/guidelines/regulations

Schenker Deutschland AG has no inspection obligation with respect to a freight forwarding exclusion.

Schenker Deutschland AG 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.