

CONTAINER – CONDITIONS OF CARRIAGE

1. We exclusively work on basis of the german freight forwarders' standard terms and conditions (ADSp), recent issue. The ADSp confine in subparagraph 23 the legal liability to EUR 5,- per kg gross weight for the lost or damaged shipment which is in charge of the freight forwarder and for multimodal transports which includes a maritime shipment to 2 special drawing rights (SDR). Furthermore per case of damage or loss to 1 Mio. Euro or 2 SDR per kg, whichever amount is the greater and in addition per event of damage or loss to 2 Mio. Euro or 2 SDR per kg, whichever amount is the greater.
The liability waiver per subparagraph 27 ADSp does not apply in terms of art. 25 MÜ respectively §660 par. 1 HGB.
2. General terms and conditions of the principal are impossible.
3. By way of derogation from ADSp and legal requirements the following does apply:
 - 3.1 For the acceptance of an order a written booking confirmation by us is required.
 - 3.2 In the order mentioned terms of delivery respectively dates of delivery are accepted only, if they are stated explicitly in the booking confirmation.
 - 3.3 In case of cancellation of the contract of carriage whereby the principal we will charged:
 - 3.3.1 90% of the agreed freight, if the cancellation achieves us at the latest 24 hours before the accepted delivery date.
 - 3.3.2 100% of the agreed freight in all other cases.
 - 3.4 We will charge EUR 50,- per hour or part thereof for occurring delays at the time provided for by the contract. Delays in the period from 8 p.m. to 6 a.m. of the following day will be charged as lump sum of EUR 300,-. Emoluments will not accure, if the delay is based on our sphere of risk.
 - 3.5 Stays (multistops) during the transport will be charged on the basis of the accepted agreements.
 - 3.6 We are exclusively liable to forward container which are mentioned in the confirmed contract of carriage. We are unpledged to put container on chassis, to put container off chassis and we are unpledged to load or unload the container. We are not obligated to inspect the container, especially the inspection of the condition in- and outside, just as the cleanliness and odourless is not our obligation. Beyond that we are not obligated to verify the stated dimensions and weights.
 - 3.7 We are responsible for an exceeding loading or delivery date only, if it is proved that the delay is based on reasons we have to take the responsibility for.
 - 3.8 All prices will be charged in addition of VAT as well as all transport expenses.