

## General

- These AS Schenker General Terms and Conditions of Air and Ocean Transport Quotations and Organisation apply to all contracts entered into between AS Schenker and the Client, which concern the organisation of transport services and shipping of Shipments by AS Schenker.
- Upon the Client accepting the quotation by AS Schenker, the parties have agreed in the application of these general terms and conditions.
- AS Schenker has the right to amend these general terms and conditions by providing the Client with advance notice of 30 calendar days.

## Shipment

- A Shipment means goods sent from one point of origin and by one sender to one destination and one recipient with one waybill.
- The sender bears the obligation of proper packaging of the Shipment. The Shipment must be packaged in a way that ensures that the goods can withstand transport and are preserved.
- If the Shipment is packaged on wooden pallets, these must be fumigated and marked accordingly.

## Transport Order

- Transport orders must be submitted by e-mail or via eSchenker.
- Upon acceptance by the Client of the quotation submitted by AS Schenker based on the transport order, the parties have entered into a transport contract.

## Transport Fee

- The transport fee indicated in the quotation does not include a fee for special handling of the shipment or fulfilment of other extraordinary conditions (incl. time commitment) unless so indicated in the quotation.
- A price list of additional services is used for local services in Estonia.
- The amount of the transport fee is given in the currency on the quotation. The transport fee shall be recalculated into euros according to the daily exchange rate of the European Central Bank on the invoice date.
- In ocean transport (LCL), the transport fee shall be calculated based on the weight and the volume weight of the shipment. The volume weight ratio for unit container shipments (LCL) is  $1 \text{ m}^3 = 1000 \text{ kg}$ . If the volume weight of the shipment exceeds the weight of the shipment, the calculation shall be based on volume weight. Calculation of the transport fee shall be based on the actual data of the shipment.
- In air transport, the transport fee shall be calculated based on the weight and the volume weight of the shipment. The volume weight ratio in air transport is  $1 \text{ m}^3 = 167 \text{ kg}$ . If the volume weight of the shipment exceeds the weight of the shipment, the calculation shall be based on volume weight. Calculation of the transport fee shall be based on the actual data of the shipment.
- The transport fee includes the operations and expenses prescribed in Incoterms 2010 delivery terms and conditions, which arise after the shipment is delivered to Schenker, unless previously agreed otherwise.

- The transport fee does not include state taxes (incl. customs taxes) in the country of origin or destination unless otherwise indicated in the quotation. The fee does not include expenses which may arise due to the shipment being checked in customs.

## **Delivery Time**

The delivery time given in the quotation is indicative and valid from airport/port to airport/port. The anticipated delivery time does not include time taken for customs formalities in the origin/destination country, handling and pick-up or in-person delivery of the shipment.

## **Additional Services**

All services differing from the norm must be agreed upon separately and fees for such services are given in the additional price list (hazardous shipments, customs formalities, cargo insurance, provision of service outside of working hours). If the shipment is to be delivered with a condition of cash on delivery (COD/CAD), a prior written collection instruction is to be provided to AS Schenker.

## **Payment Conditions**

- Services shall be paid for prior to sending or upon delivery, according to the respective indication in the quotation.
- Credit (also for customs fees) may be available if a credit agreement has been concluded with AS Schenker.
- AS Schenker is entitled to apply a right of security on shipments if payment for previous services or prepayment has not been made or the credit limit has been exceeded.
- All complaints regarding invoices issued must be submitted to AS Schenker within 5 working days of the invoice date whereas complaints submitted later shall not be considered. Timely submission of a complaint does not release the party from the obligation of timely payment of the invoice.
- Upon delay of payment of the invoice, the Client is obligated to pay an interest on arrears of 0.1% on the amount delayed for each day delayed until due payment of the invoice.

## **Customs Formalities**

AS Schenker shall carry out all customs formalities based on direct representation. The client must present a pertinent authorisation for such operations. Detailed information and instructions are available from AS Schenker.

## **Storage Fee**

If a right of security is applied to a shipment or if reception of delivery is delayed, AS Schenker shall calculate a storage fee according to the price list.

## **Miscellaneous**

- Client shall not have the right to set off their claims against AS Schenker and refuse performance of their obligations for any reasons.
- We draw your attention to the fact that the liability of AS Schenker is limited.

- In the event that the services or parts thereof contemplated herein are prohibited under any laws or regulations, including but not limited to US-law, law of the European Union or national laws, including but not limited to laws and regulations relating to the fight against terrorism and embargos, Schenker is at its sole discretion entitled to partially or fully cancel the service at any time, without prior notice and without incurring any liability to Customer whatsoever.”

### **Governing regulations**

For anything other than what is mentioned in the quotation or annexes or in any disputes, the General Conditions of the Estonian Freight Forwarders' Association 2015 and the ELFA Warehousing Conditions shall be applied first and then respective national and international legislation.

### **The quotation is valid**

- until the next quotation, unless indicated otherwise;
- if the original data submitted is complete and accurate. If the parameters and/or nature of the shipment has changed significantly, the quotation shall be reviewed. If AS Schenker has started providing the service and in the opinion of AS Schenker it would not be reasonable to suspend it, the Client is obligated to pay the actual expenses according to the invoice from AS Schenker;
- if the change in the exchange rate of the currency used in the invoice to the euro does not exceed 5%.

Counting on pleasant cooperation,  
AS Schenker