

Terms and Conditions of SCHENKER & CO AG for Ocean Freight

The following contractual conditions shall apply to all individual agreements concluded by SCHENKER & CO AG with the CUSTOMER for the provision of ocean freight transport and all services connected with this. SCHENKER & CO AG shall not be obliged to conclude individual agreements. An agreement about providing a specific individual shipment, irrespective of how many containers / packages this contains, shall only come into effect once confirmed in writing by SCHENKER & CO AG or once the shipment to be transported has been accepted. To the extent that individual agreements are concluded, the following contractual conditions shall apply:

Goods, packaging & documentation

Goods shall be accepted on the condition that the CUSTOMER has ensured they are packaged in a way which is seaworthy, fit for purpose, appropriate for container transport and stackable, and that goods are labelled in accordance with regulations. The CUSTOMER shall be responsible for loading and unloading the means of transport and securing the load. Unless otherwise expressly agreed, SCHENKER & CO AG's quotation only applies to the transport of non-hazardous commercial goods (as defined by the relevant dangerous goods regulations). The quotation shall be subject to unobstructed use of the routes, availability of the required cargo space and booking of the shipment (or call-off and dispatch management) by SCHENKER & CO AG.

To the extent that empty containers are made available for loading in accordance with the order ('shipper's load, stowage and count'), the receiver must check immediately upon delivery that these are externally undamaged, suitable for loading and, in particular, have not been contaminated by odours. In the event of any complaints, these shall be made immediately in writing / electronically to SCHENKER & CO AG. If this notification is not made, SCHENKER & CO AG shall not be liable for any damage to cargo which occurs as a result of defects of the container existing at the time of loading.

All transportation and loading devices (e.g. containers) must be returned in a clean and undamaged condition. Repairs following damage or cleaning costs shall be charged in accordance with the expenses documented. Any damage to transportation and loading devices or contamination of these shall not be covered by transport insurance.

LCL: The goods must be stackable and able to be moved with a forklift and packed for transport by the CUSTOMER for groupage transportation by road / sea or air and labelled accordingly.

Hazardous goods are subject to the dangerous goods regulations relating to the transportation used; these goods must be enquired about separately and handled specially.

In general, orders from private individuals shall not be accepted. Transport of trade fair goods must be agreed separately.

Regulations for wooden packaging in the country of destination must be taken into account separately by the CUSTOMER. More information is available from the Austrian Economic Chambers (WKO).

It shall be the CUSTOMER's responsibility to submit the documents required for transportation. We are a partner company of

The CUSTOMER shall be responsible for ensuring that all permissions required for the goods to be transported are attached. In the event of any negative consequences of this obligation not being observed, the CUSTOMER shall fully indemnify and hold harmless SCHENKER & CO AG and shall accept any appropriate internal handling costs in connection with this. ...

SVS

The SVS (*Speditonsversicherungsschein*, forwarder's liability insurance policy) only covers damage caused culpably by the Austrian freight forwarder to goods in their possession and can therefore not replace cargo insurance. Generally excluded from cover are Burma / Myanmar, Cuba, Iran, Sudan, Syria, Democratic Republic of Congo, North Korea, Somalia and Zimbabwe. In particular, the SVS does not cover costs in the event of general average. If the CUSTOMER does not declare in writing that they are exempted from forwarder's liability insurance (SVS-Verbotskunde), SCHENKER & CO AG shall take out the SVS for all transports and charge this according to the premium table.

Cargo insurance

The freight forwarder / shipper shall have limited liability. The maximum liability limits as per the General Austrian Forwarders' Terms and Conditions (AÖSp) and/or those in various international agreements shall apply. Cargo insurance reduces the CUSTOMER's corporate risk with regard to the various liability limits and other hazards (e.g. force majeure). Taking out cargo insurance is recommended and can be done via a written order to SCHENKER & CO AG at conditions in line with the market.

Force majeure

The party affected by a case of force majeure shall not be responsible and liable for any delays or impossibility of performance caused by this, nor for any resulting costs. Force majeure within the meaning of this provision shall be deemed to be all unforeseeable events or such events that – even if foreseeable – are beyond the sphere of influence of the contracting party, and whose effects on contractual performance cannot be prevented through reasonable efforts by the contracting parties, e.g.: strikes, consequences of strikes, terrorism, war, extreme weather. Costs that SCHENKER & CO AG incur as a result of force majeure, such as storage fees in port terminals affected by the consequences of strikes, shall be borne without exception by the CUSTOMER. It is expressly agreed that all additional costs (such as demurrage, detention and storage costs, additional costs arising from congestion of the port or terminal operations) shall be passed on without exception in accordance with the SCHENKERocean tariff. Costs not covered by the SCHENKERocean tariff shall be passed on to the CUSTOMER at cost. If force majeure lasts for more than 60 days, both parties shall be entitled to terminate this agreement for cause.

Additional services and costs, SCHENKERocean tariff

Additional costs which arise out of a separate order by the CUSTOMER, such as cargo insurance, courier service or extra journeys, confirmations, certificates, notarisations, etc. shall be invoiced separately.

Official taxes (e.g. customs, import VAT etc.) and costs from official checks shall be borne by the CUSTOMER, passed on in accordance with fee documentation and payable immediately without exception.

Any demurrage, detention and storage costs (particularly port storage costs and costs for delayed return of containers) that may arise, as well as additional costs as a result of, in particular, congestion of port or terminal operations, shall be invoiced without exception according to the SCHENKERocean tariff. This is kept in SCHENKER & CO AG's offices and will be sent to the CUSTOMER on request.

Additional costs not covered by the SCHENKERocean tariff shall be passed on at cost.

Booking change and cancellation costs for shipments / containers already ordered shall be borne by the CUSTOMER.

Loading time shall be free for 1.5 hrs (20'DC) and 2 hrs (40'DC), any standing time beyond this shall be charged to the CUSTOMER in accordance with the SCHENKERocean tariff.

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Collection in the event of LCL / agreed groupage transportation shall be done using a standard truck. Special requests (hoists, loading equipment etc.) must be commissioned separately.

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 SWIFT: OBKLAT2L

We operate exclusively on the basis of the "General Austrian Freight Forwarders Conditions (AÖSp)" as published in the "Wiener Zeitung" and which are available at our office for your perusal.
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Document dispatch: The original bill of lading is a transferable document, the loss of which shall be borne without exception by the CUSTOMER. In order to minimize this risk, dispatch by courier service is recommended, which shall, however, require a specific, written order by the CUSTOMER to SCHENKER & CO AG.

Information about the transport duration, tariff or other details shall be non-binding. Booking information and any concessions shall also be non-binding unless confirmed in writing. SCHENKER & CO AG does not guarantee any fixed durations or dates.

Basically, any information on customs tariffs issued by employees of SCHENKER & CO AG shall be non-binding and subject to alteration. This shall not release the CUSTOMER or someone commissioned by them from checking customs tariff numbers. SCHENKER & CO AG only renders customs services as an agent on behalf of and for the account of the CUSTOMER.

Costs of returning empty containers to the port as instructed by the shipping company used shall be borne by the CUSTOMER.

The surcharges, port costs and public fees (e.g. tolls) listed are those which are current at the time the order is submitted. They are subject to alteration up to the day of shipment and are charged as being 'vatos' (valid at time of shipment).

If additional surcharges, costs and / or public fees are levied by the shipping company or other third parties up to the day of shipment (defined as the day stated on the B/L) or during the transport, whether this is before ocean transport, during ocean transport or onward shipment to the destination, which are not included in the SCHENKERocean tariff, SCHENKER & CO AG shall pass these onto the CUSTOMER at cost. This particularly includes the items listed below:

- High tide / low tide surcharges
- Congestion surcharges
- All demurrage and
- Detention charges
- Costs relating to waiting times
- Costs for gassing or degassing of containers
- Costs for phytosanitary processes (plant inspections etc.)
- Costs arising from customs inspections
- Multiple stops (additional, unplanned stops)
- Assignment costs
- Delivery order fees

Availability of empty containers in the inland depot and acceptance of empty containers in the inland depot shall not be guaranteed by SCHENKER & CO AG and shall depend on the acceptance of the shipping company used.

If the stated, surcharge-free maximum goods value is exceeded, the surcharges invoiced by the shipping company shall be passed on to the CUSTOMER.

General

The delivery dates listed in quotations by SCHENKER & CO AG are based on information from the shipping company; SCHENKER & CO AG has no influence on them. SCHENKER & CO AG shall never be liable for any delivery dates specified in the quotation being exceeded. SCHENKER & CO AG shall not be liable for any delays in the port of departure or during the journey or for any changes to departure and arrival days or cargo closing dates, or in the event of force majeure.

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SCHENKER & CO AG shall be free to choose their own subcontractors.

The conditions listed shall apply for ocean freight export on a freight prepaid basis only.

The conditions listed shall apply for ocean freight import on a freight collect basis only.

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Unless otherwise agreed, invoices to the CUSTOMER shall be payable without deduction. The second day after the invoice date shall be deemed to be the invoice receipt date. If the CUSTOMER claims a different receipt date, they must provide evidence of the receipt date. If payment is delayed, late payment interest shall be charged in line with corporate interest rates in accordance with Article 456 of the UGB (Austrian Business Code), currently 9.2% p.a. above the base rate.

The conditions offered shall only apply if the whole route is booked.

All prices shall be net and exclusive of statutory value added tax.

Unless otherwise agreed, quotations and invoices shall be issued exclusively in EUR. If they need to be converted into another currency and / or from another currency into EUR, this shall be based on the conversion rates of SCHENKER & CO AG; for imports, this shall be the rate valid seven days before the ship's planned arrival and for exports, seven days before the ship's planned departure. Alternatively, the in-house rate or current rate of SCHENKER & CO AG can be used, unless a different, written agreement has been concluded between the contractual partners. SCHENKER & CO AG reserves the right to choose which rates and / or tariffs to use.

The quotation is meant exclusively for the CUSTOMER to whom it is addressed. The quotation shall be handled confidentially and may only be shared with third parties with the express, written authorization of SCHENKER & CO AG. The quotation shall expire if written acceptance is not sent within 14 days of the issue date.

If a service under this agreement breaches applicable laws or regulations, particularly the law of the European Union, the United Nations, the US or individual countries, laws issued in the fight against terrorism or which impose trade restrictions such as embargoes, SCHENKER & CO AG shall be entitled to cease the service and terminate the agreement without prior notice and with immediate effect. Liability on the part of SCHENKER & CO AG in connection with this shall be excluded.

For any individual agreements concluded on the basis of this quotation, these terms and conditions and the General Austrian Forwarders' Terms and Conditions (AÖSp)' shall apply exclusively, as announced in the 'Wiener Zeitung' newspaper and available on SCHENKER & CO AG's website at www.dbschenker.com/at.

Liability of SCHENKER & CO AG for financial losses, indirect damages and consequential damages shall be excluded at all times.

The CUSTOMER's general terms and conditions are not part of the agreement, even if they are not expressly contradicted.

If any provision of this agreement is invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with one which comes as close as possible to the original.

The exclusive place of jurisdiction shall be Vienna. The aforementioned regulation shall only apply provided mandatory international law does not stipulate any additional places of jurisdiction. Austrian law shall apply.

Amendments and / or supplements to this contract must be made in writing to be legally valid. The same shall apply to any deviation from the written form requirement. No verbal ancillary agreements have been made.

As at 19/05/2016

We are a partner company of

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