



Offer conditions of AO Schenker relating to Ocean & Air Freight per online platform connect 4 ocean / air (as at November 2018)

The following Contractual Terms and Conditions shall apply to all individual forwarding contracts for the provision of air and any associated services to be concluded between AO Schenker and the customer. **AO Schenker (hereinafter referred to as Schenker) is not obliged to conclude any individual agreements in case Customer submitted and/or accepted the offer per online platform.** An agreement on the provision of a specific individual transport – irrespective of how many containers/ packages/shipments/places it includes – shall only be concluded with Schenker confirmation or the acceptance of the consignment for transportation.

If Schenker does not accept the customer's order to carry out the specific transport, Schenker shall inform the customer of this in writing/electronically or the same way order was submitted accepted within 24 hours.

Subject to conclusion of individual contracts 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 by present Terms and Conditions prevailing any other Terms and Conditions of Use of e-Forwarder. 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 chosen by Customer within the same browser session and accepted by us in according with the procedure herein stated latest 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 labelled accordingly by the customer for safe transportation as part of a consolidated consignment by 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.

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. All dates and periods stated orally or in writing in the course of the order-processing are to be regarded as an estimated indication and shall be non-binding. Schenker shall not be liable if the stated dates of delivery and approximate periods of delivery are exceeded. Schenker 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 applicable international air transport Conventions or mandatory Russian law in the respective current version.

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 or 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

Should the Principal not inform the Freight Forwarder in text regarding the type and value of goods Freight Forwarder will accept the cargo for further transportation and handle it as general cargo

7) Transport and/or warehouse insurance cover at the customer's expense shall be arranged by AO Schenker 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) AO Schenker shall be free to choose its subcontractors.

10) Returns of empty containers to the port/terminal at the appointed shipping company's container owner 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, customs duties and taxes; AO Schenker 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 and conclusion of separate agreement. 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 Russia and if the order is placed via the platform connect 4 ocean / air.

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 a contract concluded via the platform connect 4 ocean / air 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 arbitration Court of Moscow, provided that such an agreement on jurisdiction is permitted. The above provision shall only apply to the extent that no additional places of jurisdiction are prescribed by mandatory international law. Russian law shall apply.

17) Unless expressly agreed otherwise, offers and invoices of and/or for services will exclusively be in EURO or USD or RUB.. 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 or as agreed by individual agreement between Schenker and the Customer or immediately in case such option is implemented by the system. 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 Russia, where required.

20) 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, AO 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.

Special Provisions for Air Transport

1) Air freight transport is subject to the provisions of the ADSp without the application of paragraph 27 ADSp.

[Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929 \(Warsaw Convention\)](#)

[Convention for the Unification of Certain Rules for International Carriage by Air \(Montreal Convention\)](#)

[Applicable mandatory local legislation](#)

[IATA rules and regulations](#)

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 and local regulations

AO Schenker 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 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 to open the consignment at first request. All costs for inspections and follow-up actions shall be borne by the customer.

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- 4) Unless it has been expressly stipulated in their offer, Schenker shall not be obliged to transport special cargo. Special cargo includes, in particular, but not exclusively, the following types of consignment: - Oversize cargo (depending on aircraft)
- Overweight cargo (depending on aircraft)
 - Hazardous material
 - Temperature-controlled consignments
 - Food
 - 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
 - Express consignments
 - Other consignments which are subject to special handling requirements/ guidelines/regulations

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