

General

01. Proposal is valid for 30 days from date issued unless pricing validity is stated as otherwise.
02. If payment terms requested are greater than agreed payment terms, extended credit approval is subject to final award and customer financial status.
03. Payment of customs duty, VAT, and other taxes will be subject to separate payment terms.
04. Annual rate reviews will be conducted and prices adjusted, based either on a jointly agreed index, or by passing through actual fluctuations incurred.
05. Other assessorial charges, regulatory surcharges, fuel surcharge, security surcharges and taxes, will be in addition to base pricing submitted in any SCHENKER LLC response and are pass through costs and subject to change without notice.
06. SCHENKER LLC Rates are presented in stated currency for comparison purposes only. Actual shipments, regardless of type or term, will trade in Currency of Origin or prevailing market currency of origin. All collect shipments will be converted for trade currency of origin to trade currency of destination at the local SCHENKER LLC rate of exchange. Impact of exchange rates fluctuations (positive and negative) will be for the account of client for rates charged in a currency different than the one incurred on the costs, Where, at the customer's request, the account invoice is charged in a currency different to that in which the charges were incurred, the customer will bear the associated risk and any cost at the local SCHENKER LLC rate of exchange.
07. Our pricing and solution is based on the volume and SLA description in the price request/tender document submitted to us by you the client – if the volume or SLA information is proven to be incorrect or if circumstances change at any time, the pricing and solution submitted may be revisited.
08. The content of the offer (processes, modalities) as well as calculation (quantities, demands, and prices) shall not be disclosed to any third party. All this information is confidential and proprietary.
09. In no event shall either Party be liable in contract or in tort or otherwise for incidental, financial, consequential, and special or punitive damages, costs or expenses or for any loss of profit, business, contract, revenues, or anticipated savings.
10. In no event shall either party be liable for damages due to "Force Majeure" events including, but not limited to, acts of God, fire, war, terrorist acts, acts of civil or military authorities, riot, labour unrest (strike, lock-out etc.) embargoes, storm, flood, or other natural catastrophes, or any other circumstances beyond the control of the affected party.
11. SCHENKER LLC is not involved with any persons/entities listed on any national or international sanctions list for denied parties and requires that all customers and subcontractors/partners to adhere to this stipulation.
12. Rates exclude out of gauge cargo or long consignments unless otherwise indicated.
13. All rates are based on non-hazardous, ambient, no security required unless otherwise indicated
14. The submitted pricing is based on the Inco Terms / data provided in the customers price request/tender documents.
15. The client should instruct his supplier or responsible loading counterpart to send and handover a full set of proper documents (i.e. certificate of origin, commercial invoices and packing certificates) to our principals at origin. Consequences out of missing documents and or wrong B/L instructions cannot be claimed from SCHENKER LLC.
16. Booking and order acceptance is subject to the availability of sufficient equipment and space with our principals and partners. SCHENKER LLC will arrange the most economical and safest transportation to the destination. In all transactions the Forwarder undertakes to protect the interests of the client.
17. Any additional costs, fines etc. caused by the Importer and/or Exporter or his suppliers such as detention charges, claims due to damaged containers, storage charges in the port etc. have to be paid by the client.

Legal and Liability

1. SCHENKER LLC operates under the NAFL Standard Trading Terms and Conditions a copy of which can be found here nafl.ae/wp-content/uploads/2015/04/STC.pdf.
2. SCHENKER LLC adheres to the international conventions such as CMR, Hague Visby, and Warsaw Conventions.
 - a) during international air carriage by the Convention for the Unification of Certain Rules Relating to the International Carriage by Air ('Warsaw Convention' including, where applicable, the Vienna and Montreal Protocols, or the Montreal Convention as applicable;
 - b) during national and international road transport by the International Convention on the Contract for the International Carriage of Goods by Road of Geneva ('CMR');
 - c) during international sea transport by the provisions of the relevant Bill of Lading.
3. SCHENKER LLC's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed SDR 2 per kg for ocean freight, SDR 19 per kg for airfreight and SDR 17 for warehousing / domestic transport and all further limited to SDR 50,000 per incident.
4. The value of the goods shall be their value when they were or should have been shipped.
5. The general liability insurance of Schenker only covers the risk of the own company. An inclusion of external companies and its subsidiaries is not foreseen in our insurance contract.
6. Cargo Insurance can be covered under written request at an additional cost.
7. SCHENKER LLC. shall not be liable for the delay or detention of goods or any loss, damage or deterioration arising there from except upon proof that the delay, detention, loss damage or deterioration, was due solely to the willful negligence of SCHENKER or their servants / subcontractors. Schenker shall not in any case be liable for
 - Indirect or consequential damages; or
 - Loss or damage arising from:
 - Insufficient or improper packing or addressing, or
 - The perishable, hazardous, fragile or brittle nature or the mechanical arrangements of the goods, or
 - Failure by the consignee to take delivery within reasonable time.

Compliance

SCHENKER LLC is complying with all local rules and regulations of Dubai Customs, Port authorities & UAE Ministries as well as our "Business Code of Ethics" which is valid for all transactions.