



SPECIAL TERMS AND CONDITIONS FOR DB SCHENKER MARITIME AND AIR SERVICES

The present Special Terms and Conditions (hereinafter “Special Terms and Conditions”) shall apply to all shipping orders related to the organization of maritime and/or air services, as well as all additional services, agreed between DB SCHENKER and Customer.

DB SCHENKER reserves the right to refuse any shipping order from Customer.

Instructions or special conditions stated by Customer in shipping orders shall bind DB SCHENKER solely as expressly accepted by DB SCHENKER.

In the event that DB SCHENKER refuses Customer’s shipping order, DB SCHENKER undertakes to inform Customer in writing within twenty-four (24) hours following its receipt.

Should the shipping order be accepted by DB SCHENKER, the Special Terms and Conditions shall apply to the services as contractual conditions.

TERMS AND CONDITIONS COMMON TO MARITIME AND AIR SERVICES

- 1) All maritime and/or air services (including associated additional services) provided by DB SCHENKER are governed by the Special Terms and Conditions and subscription to the maritime and/or air services of DB SCHENKER implies acceptance without reservation of the terms and conditions set forth below, which shall prevail over the General Terms and Conditions of Sale of DB SCHENKER.

The General Terms and Conditions of Sale of DB SCHENKER, which Customer acknowledges having read and accepted, supplement the present Special Terms and Conditions.

No other terms or conditions, absent the formal agreement of DB SCHENKER, shall govern the commercial relationship between DB SCHENKER and Customer.

The French version of the Special Terms and Conditions is valid between the Parties and shall prevail over the English version.

- 2) Rate offers made by DB SCHENKER are personal and made in consideration of the individual Customer. Rate offers are strictly confidential and may not be disclosed to third parties absent the express consent of DB SCHENKER. Rate offers are valid for a maximum of fourteen (14) days following the date issued.
- 3) Rate offers from DB SCHENKER are based on the information provided by Customer. Our offers are based on the handing over for carriage of non-dangerous goods (pursuant to the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR)), packaged and labeled by the Customer in order to withstand the requested carriage, in particular the grouping of goods by maritime, air, road, barge or rail. Rate offers are based on an assumption of normal transport conditions and sufficient available space from DB SCHENKER’s service providers. Any event affecting the requested services, unforeseeable as of the date of the rate offer, shall result in an irrefutable readjustment of the offer by DB SCHENKER.

- 4) Save as expressly mentioned, rate offers issued by DB SCHENKER shall be valid solely for services provided to companies, those services intended for individuals being subject to specific rate and operational terms and conditions.
- 5) All costs resulting from a modification/cancellation of the service initially agreed shall be borne by Customer.
- 6) Save as expressly agreed, rate offers and invoices shall be issued in euros.
- 7) Save as expressly provided in the rate offer by DB SCHENKER, services subscribed shall exclude all customs services, customs duties and taxes.
- 8) Customer and DB SCHENKER expressly acknowledge that delivery dates indicated in rate offers are provided for information purposes and are based on the information supplied by our providers. As a result, indicated delivery dates shall in no manner bind DB SCHENKER.
DB SCHENKER assumes no liability in the event of failure to meet indicated delivery dates resulting from delays attributable to maritime or air companies, in particular due to incidents at the airport/port of departure, transit or destination, or modification of dates of departure/arrival of means of transport.
- 9) **In the event high-value goods and/or those presenting an elevated risk of theft are handed over for carriage, Customer shall inform DB SCHENKER in writing of the risks presented by shipping said goods in order to allow DB SCHENKER to determine whether to accept the shipping order or to take all useful safety measures.**
The Parties hereby expressly agree that goods of a value exceeding €1,000/kg shall be considered as high-risk goods. Below said value, and absent any contrary instruction by Customer, the goods shall be considered “standard”, thus necessitating no special safety measures.
- 10) Without notice, DB SCHENKER reserves the right to refuse “special” goods, including the following:
 - Bulky goods,
 - Heavy goods,
 - Dangerous goods,
 - Temperature-controlled goods,
 - Food products,
 - High-value goods as previously mentioned,
 - Express delivery goods,
 - Personal effects,
 - Embargoed goods.
- 11) In the event of a force majeure, the Parties shall be relieved of all liability, in particular concerning DB SCHENKER, for any delay or impossibility to deliver the services rendered hereunder. Force majeure events are those designated as such by French law and applicable case law.
- 12) DB SCHENKER reserves the right to subcontract all or a part of the rendered services and to select said subcontractors.

SPECIAL TERMS AND CONDITIONS FOR MARITIME SERVICES

- 1) Services offered by DB SCHENKER include those involving ocean freight based on rates and services provided by SCHENKERocean Ltd. As such, SCHENKERocean Ltd.'s bill of lading terms and conditions strictly apply. Said terms and conditions are governed by the laws of Hong Kong and the courts of Hong Kong shall have sole jurisdiction.
- 2) Additional fees and costs, taxes and port charges are calculated based on the elements known by DB SCHENKER at the time the shipping order is passed. These remain subject to confirmation and are invoiced at their value as of the date the service is provided.
In the event that additional fees are charged or invoiced by the maritime company or any other third party, including demurrage (also called "surestaries"), detention and storage, the latter shall also be invoiced to Customer by DB SCHENKER. Fees shall be invoiced according to DB SCHENKER rates, irrespective of the port, company, terminal, or warehouse.
DB SCHENKER shall inform Customer of any additional fees in a timely manner upon learning of such.
Such eventual modifications are hereby expressly accepted by Customer, who may in no event dispute the service provided by DB SCHENKER on this basis.
- 3) Should empty containers be made available for loading according to Customer's request, they shall be inspected inside and out by Customer or its representative immediately following their availability. DB SCHENKER shall be immediately informed in writing of any reservation relative to the condition of the containers. Photos of containers shall be immediately taken in order to prove the condition thereof.
Absent any reservations and photos, DB SCHENKER may not be held liable for damage caused to the goods caused by defects existing as of the date the containers were loaded.
Should the container be refused by Customer or its representative based on the condition thereof, in the absence of reservations and photos, the refusal shall be deemed unjustified and Customer shall bear all consequences of said refusal.
Save as otherwise agreed, the shipping costs involved in the removal and return of the containers are not included in the rate offer by DB Schenker and shall be invoiced to Customer.
- 4) The return of empty containers shall be at Customer's cost.
Customer shall bear the costs associated with cleaning/restoring containers resulting from its direct use or from goods shipped therein at its request.
- 5) Save as expressly agreed, Customer shall declare in a timely manner the verified gross weight of the loaded container or shipment pursuant to applicable regulations, in particular the latest version of the SOLAS Convention. DB SCHENKER expressly informs Customer that its shipment may be refused if the information required is not provided by the deadline, in which event Customer shall assume sole liability for the consequences of such refusal.
- 6) The weight/volume ratio determined according to international maritime rules provides the basis calculating tax on shipments. Said ratio is 1,000kg/m³.

SPECIAL TERMS AND CONDITIONS FOR AIR SERVICES

- 1) The weight/volume ratio determined by IATA rules provides the basis calculating tax on shipments. Said ratio is 166.67 kg/m³.
- 2) Additional fees and costs, taxes and airport charges are calculated based on the elements known by DB SCHENKER at the time the shipping order is placed. These remain subject to confirmation and shall be invoiced at their value as of the date the service is provided. Should additional fees be charged or invoiced by the airline or any other third party once the shipping order is issued, said fees shall also be charged to Customer by DB SCHENKER. DB SCHENKER shall inform Customer of any additional fees in a timely manner upon learning of such. Such eventual modifications are hereby expressly agreed by Customer, who may in no event on this basis dispute the service provided by DB SCHENKER.
- 3) Pursuant to regulations CE 300/2008 and UE 2015/1998, DB SCHENKER is required to inspect/screen goods it handles from the Customer by employing at least one of the following methods:
 - palpation/manual search;
 - fluoroscopic imaging equipment;
 - explosive detection dogs;
 - explosive trace detection equipment (ETD);
 - visual inspection.

Said means and methods shall be of a sufficient level to provide reasonable assurance that no prohibited article is contained in the shipment.

Should DB SCHENKER fail to obtain reasonable assurance that no prohibited article is contained in a shipment, said shipment may be refused or submitted to a new inspection/screening in order to obtain compliance.

All costs associated with inspections shall be borne by Customer.

The present Special Terms and Conditions for DB Schenker maritime and air services come into force from 1st January 2021.