

Terms and conditions of the offer

Air freight – export

<p>Packaging</p> <p>For greater security, the goods shall be accepted in packaging suitable for transport, allowing the packages to be loaded on top of each other (unless explicitly stated otherwise) and marked in accordance with the regulations. Please check and follow the regulations for export of wooden packaging to the country of destination (provisions of the International Plant Protection Convention).</p>
<p>Type of goods</p> <p>In the absence of an explicit agreement, the offer shall be valid for the transport of general goods, without specific requirements and shall not be valid for goods requiring temperature control, oversized (on request without specific dimensions) and dangerous goods. The relevant provisions of the International Air Transport Association (IATA) shall apply to dangerous goods; separate inquiries shall be made for them, which shall be processed separately. For any additional questions, our dangerous goods specialists are at your disposal.</p>
<p>Provisions and documentation</p> <p>Provisions according to the individual countries and documentation shall be published by the Ministry of Economy - www.mi.government.bg The transfer of the documents required for the transport shall be the responsibility of the contracting authority (invoices, certificates, certificates of origin, etc.).</p>
<p>EORI number</p> <p>The EORI number is valid for the entire EU for registration and identification of companies exporting and importing from third countries (outside the EU). Since 1 July 2010, customs declarations can only be lodged with the customer's EORI number. EORI registration: https://ecustoms.bg/</p>
<p>Insurance policy certificate - Liability of the freight forwarder</p> <p>The certificate for a valid insurance policy - Liability of the freight forwarder, covers the damages caused by the freight forwarder but does not replace the transport (cargo) insurance.</p>
<p>Transport (cargo) insurance</p> <p>Transport (cargo) insurance reduces the risk for your company in terms of the various limitations of liability as well. We are pleased to offer transport insurance if necessary. However, intermediation shall be carried out only after receiving a written order for each shipment.</p>
<p>Customs information, customs processing</p> <p>The customs information provided by our employees is generally optional and non-binding. Unless otherwise agreed in writing, fees for re-export, processing of returned goods, carnet, T2, submission of T1, processing in EUR shall be invoiced separately.</p>
<p>Calculation of volume</p> <p>For air freight, the tariff weight shall be calculated on the basis of 1 m³ = 167 kg. Calculation: length x width x height in cm / 6000.</p>
<p>Additional costs and special services</p>

Unforeseen additional costs that arise for your individual order, such as courier services, respectively special travel, customs inspections, repackaging, certificates, attestations, certifications, possible legalizations, possible storage costs, as well as disposal of packaging at the airport of destination, etc. shall be invoiced separately according to the terms and conditions of delivery.

To be accrued separately

- Possible transport insurance.
- In case that during weighing, respectively measuring of the shipment, differences are with regard to the order, we reserve the right to invoice separately the costs incurred.
- 1 tariff number shall be included in the customs processing by Schenker EOOD; each additional number shall be according to an agreement.

Confidentiality

The Client undertakes not to distribute to third parties for an indefinite period of time any data and documents received, such as tariffs, prices, terms and conditions of business, strategies, projects, decisions related to the economic activity of a country, presentations, offers, images, representatives, suppliers and customers, subcontractors, any information about employees, as well as any other information that could be used by competitors or would harm Schenker EOOD and its customers if disclosed.

Personal data protection, compliance with applicable law and international trade regulations and restrictions

The parties agree that the export, import and re-export of goods and/or the provision of related services may be subject to commercial laws and regulations validly adopted by a competent authority ("Trade Regulations"), which may include, inter alia, EU and US export laws and regulations. Each party warrants and represents that in fulfilling its obligations under the agreement, it complies and will continue to comply with all commercial provisions applicable to it, which may include, but are not limited to, sanctions, non-participation in any anti-boycotts, as well as verification of export, customs, import and domestic activities. The Client is responsible for determining whether the goods are subject to such commercial rules and shall have all the necessary licenses, permits and/or exemptions from them and shall provide DB Schenker with all the necessary information that DB Schenker may request for review prior to execution of the relevant services.

With regard to services related to countries for which a US embargo has been or will be imposed in the future, the Client expressly acknowledges that the goods/shipments subject to these services do not contain products originating in the United States or products containing parts originating in the United States, except with the permission of the competent U.S. government authorities, and the goods/shipments subject to these services related to such countries will not have ties to the United States unless authorized by the competent U.S. government authorities.

Schenker reserves the right to terminate the provision of services without any liability in cases where commercial restrictions apply - newly introduced / re-imposed or amended.

The Client acknowledges that DB Schenker is not obligated and will not provide services related to goods for internal repression, goods restricted by the International Traffic in Arms Regulations (ITAR) and/or military goods, and guarantees that such goods are not the subject of the services of DB Schenker.

BREXIT

DB Schenker shall not be liable for the consequences of the withdrawal of the United Kingdom from the European Union ("Brexit") and is therefore not liable for any damage caused by delays due to the consequences of Brexit. This includes, but is not limited to, delays in customs clearance and/or delays at border crossing points.

Any additional costs due to the consequences of Brexit (e.g. storage costs, impoundment, customs duties, port costs, staff costs) may be accrued to the Client. DB Schenker will inform the Client after receiving reliable information about additional costs.

DB Schenker will have the unilateral right to terminate this contract with a formal notice to the Client if the withdrawal of the United Kingdom from the European Union leads to a fundamental change in the contractual circumstances. Fundamental changes include, but are not limited to, the inability to provide the agreed services or the extension of the contract will create a significant financial burden.

General provisions

This offer shall be non-binding until a final agreement is reached based on the rates and tariffs valid on the date of application.

The offered prices and terms and conditions shall be valid for payment in Bulgaria, according to the agreed manner and term.

Changes and additions to these terms and conditions shall be valid only in writing.

All costs not due to the fault of Schenker EOOD, any additional services, as well as all transport services which are not carried out on the basis of a request to a carrier from Schenker EOOD, as well as the state fees, shall be accrued separately and in their actual amount.

Unless otherwise agreed, in principle the offers and the financial reporting of the services shall be in BGN. If a recalculation in another currency and/or from another currency in BGN is required, this shall be done as an alternative according to our company exchange rate, respectively the exchange rate for the date, unless otherwise agreed in writing.

All prices stated shall be net and do not include value added tax for services provided in the EU.

Our offers shall be confidential and may be disclosed to third parties only with our express written consent. Compliance with the approximate delivery times specified in our offers is based on data from the carriers and cannot be influenced by Schenker EOOD. Schenker EOOD shall not be liable for any delay in the indicated approximate delivery times. Just as in the case of force majeure, Schenker EOOD shall not be liable for any possible delays at the airport of origin or destination or during the transport, nor for any changes in the flight details or the deadlines for loading.

Schenker EOOD operates exclusively on the basis of the General Terms and Conditions of the Bulgarian National Freight Forwarding Association (NSBS) in their latest revision, unless they contradict the mandatory provisions (such as the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Warsaw Convention, the Montreal Convention, the Uniform Rules Concerning the Contract of International Carriage of Goods by Rail (CIM), etc.), but subject to the following limitation: In the event of destruction, loss, damage or delay of goods in international air freight, liability is based solely on the 1999 Montreal Convention in its relevant valid revision. Limits of liability in excess of those provided for in the Montreal Convention, as well as waivers of limits of liability, may not be negotiated. Therefore, the limits of liability under the Montreal Convention shall apply without exception to any degree of fault.

In no case and under no circumstances shall an agreement be allowed for either a declaration of value or interest. Schenker EOOD rejects any form of declaration of value or interest, in particular one that may increase the limits of liability provided for in international conventions. Any declaration of value of the order, value of the goods (etc.), regardless of the specific form (in invoices, orders, bills of lading, offers, etc.), shall in no case lead to an agreement to declare value or interest, even if Schenker EOOD has not explicitly objected to this in this case.