

## **DB SCHENKER LCLsystem – GENERAL TERMS OF CONTRACT**

### **Validity of a quotation**

A quotation is valid for the period of time indicated in the quotation form. A quotation must be accepted in writing or by other verifiable means during the validity of the quotation. Any amendments to the terms of quotations and agreements require our written approval.

### **Payment term**

Payment term shall be separately agreed in writing. If no other written agreement has been signed regarding the payment term, invoice payment term shall be seven (7) days from the due date of an invoice. Penalty interest is charged according to the current Interest Act. Furthermore, late payment reminders are subject to a fee of EUR 10.00/reminder.

### **Pricing**

The pricing indicated in a quotation shall remain valid for the period indicated in the quotation.

### **Surcharges**

Any applicable surcharges for currency, security and/or fuel are charged separately.

### **Value-added tax and administrative fees**

Value-added tax and administrative fees are added to pricing during invoicing according to rates valid on the invoicing date. Public fees are included in pricing only when agreed upon separately.

### **Cost changes**

Our quotations are based on exchange rates and cost levels valid on the date of a quotation and the payment term indicated in the quotation. The right to change prices and payment terms is reserved. Any cost changes arising from laws, decrees or actions by authorities will be added to pricing at the time when they enter into effect, provided that they were not in force on the date the quotation was made. The cost changes apply to both valid quotations and agreements.

### **General cargo terms**

Sea cargo: price either per transport unit or cubic meter / ton (w/m). Minimum fee 1 w/m, unless specified otherwise. Terminal handing and domestic cargo: 1 cbm / 333 kg.

### **Separate charges**

The forwarding fee includes normal customs clearance for the quoted transport. We charge the following fee on an additional customs clearance of the shipment: EUR 35.00 / Customs clearance. We charge the following delivery fee on shipments delivered without customs clearance or cleared by the customer: EUR 88.00 / Shipment. Invoicing fee due to reasons beyond our control: EUR 34.00 / Invoice.

### Measurements

Shipments weighing more than 30 kilograms must be placed on pallets at the terminal. If the measurements of the shipment exceed the following: height 2.25 m, width 2.25 m, weight 2,000 kg; check if it is possible to transport the shipment and if there are any additional fees. The freight weight and volume of groupage shipments are checked through manual, optical and mechanical weighing and measurements. If the chargeable weight indicated by the customer differs from the weight calculated during our check, the chargeable weight calculated during the check will apply, unless otherwise indicated in the agreement. We charge EUR 15/pallet for weighing at your request or for checkweighing. For non-stackable cargo we will calculate height based on 2,20 m.

### Currencies

Unless expressly agreed otherwise, offers and invoices of and/or for services will exclusively be in EURO. Should conversion into another and/or from another currency than EURO be required, this shall be carried out in the case of ocean transport on the basis of the exchange rate by Schenker (<https://www.dbschenker.com/deen/products/ocean-freight/conversion-rate>), valid for imports seven days before scheduled ship arrival and for exports seven days before scheduled ship departure.

### Customer's credit limit

The Customer's credit limit is agreed separately. Schenker Oy shall have the right to terminate any credit agreements with a notice period of one (1) week. Upon the expiration of a credit agreement, any due receivables related to assignments shall fall due on the original invoice dates, but not prior to the expiration of the credit agreement. The customer's disposable credit is subject to interest based on average disposable monthly interest. Credit interest is agreed upon the confirmation of the credit limit.

### Storage

The freight handler shall not take out the fire, water and burglary insurance denoted in Section 25 A of the NSAB 2015 for storage assignments carried out on behalf of the customer.

### Insurance

Insurance is only taken out for goods that are the object of an assignment when agreed upon separately. The forwarder liability insurance is included in agreement pricing.

### Default

If the remittance of a payment is delayed or defaulted, the service provider has the right to collect and due receivables and terminate the agreement signed by the parties with immediate effect. The defaulting party is liable for any collection and legal fees and penalty interests.

### **Terms of contract and liability**

Schenker Oy's assignments are subject to Schenker Oy's general terms and conditions including Data protection annex and the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015), excluding Section 7.2. concerning the time promise. The provisions of NSAB 2015 limit our responsibility, provide us with the right of lien and right of retention to goods in our possession, and contain other terms prescribing the rights and obligations of the parties to the agreement. Schenker Oy is entitled to disclose any necessary information in any situation to authorities and companies in the same group. Schenker Oy cooperates with authorities in the prevention, detection and investigation of any criminal activities. Schenker Oy is a member of the Finnish Freight Forwarders' Association.

### **Applicable law**

The applicable law is Finnish law. Furthermore, international and domestic rules and conventions apply to the assignments.

### **Services provided by SCHENKEROcean Ltd.**

This quotation contains ocean freight services which are based on the tariff or freight and other charges (as the case may be) of the NVOCC SCHENKEROcean Ltd. and will be provided strictly on the terms, conditions, exceptions, limitations and liberties of carriage expressly set out or referenced in the Bill of Lading form of SCHENKEROcean Ltd. It is mutually agreed that these terms, conditions, exceptions, limitations and liberties are subject to the laws of Hong Kong and that the jurisdiction for any claims or disputes against SCHENKEROcean Ltd. under or in connection with the Bill of Lading is Hong Kong.