

# Terms of use DB SCHENKER | system premium

**DB SCHENKER** | **system premium** is a product from Schenker Deutschland AG in the general cargo sector. The tender conditions for land transport and ADSp apply and, as far as these conditions do not apply to logistical services, the latest version of the logistics terms and conditions apply. Furthermore, the following terms of use apply, which take precedence over the ADSp and logistics terms and conditions.

#### 1. General scope of services/Scope of application

- The geographical scope is the territory of the Federal Republic of Germany
- National door-to-door service (free ramp/provided on the property for acceptance)
- Provision of the transport service in DB Schenker's own general cargo network (closed system)
- Delivery time: Delivery on the following working day, on individual routes after 48 hours at the latest (Monday to Friday) according to the DB Schenker available at DB SCHENKER Scheduler.

#### 2. Additional services offered in connection with the product

The product combination matrix enclosed as Appendix 2 shows which combinations of products with additional services can be booked.

- Delivery pre-notice by SMS, delivery pre-notice by e-mail
- Drivers pre-advice
- Acceptance of hazardous goods
- Offsetting
- Insetting / Book and Claim
- Additional services

#### 3. General requirements

To provide the services offered, the following general requirements must be met:

- Orderly traffic conditions
- Delivery times for islands and enclaves as well as shipments that require customs agreements (e.g. shipments to ports) must be agreed separately
- In the case of non-national public holidays, the public holiday regulations of the DB Schenker branches involved in the transport will apply
- Transport-safe packaging (<u>LINK</u>)

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- Registration for pickup in the routing area of the responsible DB Schenker office must take place on the day of pickup before 12:00 p.m. at DB Schenker customer service
- For picking up outside the routing area of the responsible DB Schenker office:
   Registration must take place no later than 11 a.m. on the pick-up day
- The pick-up times must be agreed with the responsible DB Schenker office
- Clear identification must be provided of the desired additional services on the medium used for the transmission of the transport data (forwarding order, EDI, registration for collection, etc.)
- Delivery notes must be attached to the goods and are not transported separately
- Shipment must be marked with clear identification and labelling with a barcode label
- Deliveries and collections are made between 8 a.m. and 4 p.m. (Monday to Friday)

Standard delivery times: 8:00 a.m. - 1:00 p.m.

Standard pick-up times: 1:00 p.m. - 4:00 p.m.

- The transport of hazardous goods, with the exception of individual classes and UN numbers, must take place only after prior order review and approval by the DB Schenker offices<sup>1</sup>
- Waste transports are only possible after consultation, examination and approval by the person responsible<sup>1</sup>

#### 4. Postages

Postages EXW, CPT, DAT (DDU and DDP) and DAP are permitted. The customer's notification that the order is to be executed in accordance with the Incoterms shall not affect the contractual relationship between the customer and Schenker Deutschland AG.

#### 5. Mass and weight

Volume and minimum weights are agreed individually. Size and weight limits for general cargo shipments:

- Maximum dimensions of a package:
   Longest side: 2.40 m, Second side: 1.80 m, Height: 2.30 m
- Maximum weight per package: 1,500 kg total weight

For transports that require a lifting platform, the following deviating restrictions apply:

- Maximum dimensions of a package: 2.40 m x 1.20 m x 2.30 m (L x W x H)
- Maximum weight per package: 1,000kg total weight

<sup>&</sup>lt;sup>1</sup>An order can only be placed after prior consultation with the responsible DB Schenker office.

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The dimensions must include the respective loading equipment. There is generally a maximum weight limit of 2,500 kg of billable weight. Any additional dimensions and weights must be agreed separately.<sup>1</sup>

#### 6. Exclusions

- Exclusions according to ADSp and logistics terms and conditions
- Moving goods
- Temperature-controlled goods
- Live animals, unpackaged plants, perishable goods
- Objects, weapons and ammunition that are subject to the War Weapons Control Act
- Shipments that have to be unloaded from the side or with a crane
- Packages over 30 kg that cannot be driven under by floor conveyors
- Delivery time increases caused by circumstances that DB Schenker could not prevent despite the greatest possible care
- Exclusions according to the scheduler (DB SCHENKER Scheduler)

#### 7. Prices

The current price agreement with the responsible DB Schenker office for **DB SCHENKER** | **system premium** will apply.

Please note that private customer deliveries or private customer collections (Return Service) must be booked as **DB SCHENKER** | **system home**. If the shipment is not booked with **DB SCHENKER** | **system home**, it will be handled as **DB SCHENKER** | **system** with the additional service Fix Day delivery to be agreed.

**Appendix 1 Definitions of additional services** 

**Delivery pre-notice by SMS, delivery pre-notice by e-mail:** The recipient receives information by SMS or e-mail when the shipment will be delivered.

**Drivers pre-advice:** The driver agrees on the location and the exact delivery time by telephone with the recipient at least one hour before delivery.

**DB SCHENKER | system premium 08, 10 & 12:** Fastest possible transport. The shipment arrives at the recipient by 8, 10 or 12 a.m. on the scheduled delivery day.

#### Long goods type 1:

- Max. side length: longer than 2.40 m and/or shorter than 3.00 m, Max. width: 1.20 m, Max. height: 2.20 m
- Max. weight per package: 1,500 kg
- Deliveries with a lifting platform are only permitted after bilateral agreement
- Large goods with a length of more than 300 cm and a weight of more than 30 kg may not be sent in the network

#### Long goods type 2:

- Max. side length: longer than 3.00 m and/or shorter than 6.00 m, Max. width: 0.40 m, Max. height: 0.40 m
- Max. weight per package: 30 kg
- Max. 10 packages
- Large goods with a length of more than 300 cm and a weight of more than 30 kg may not be sent in the network

**Hazardous goods:** Hazardous goods within the meaning of these terms and conditions are all goods that fall under the definition of the term in accordance with Section 2 Paragraph 1 of the Hazardous Goods Transport Act. These include substances and objects which, by virtue of their nature, their properties or their state, constitute a threat to public security, order, in particular for the general public, for important common goods, for life and the health of people as well as for animals and things. We always reserve the right to refuse the transport of hazardous goods. Furthermore, we will not accept hazardous goods that are not declared in accordance with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and other statutory provisions, that do not comply with these regulations, or that are not packed and labelled in accordance with these regulations. If the hazardous goods, after being taken over, are deemed to pose a risk, from the point of view of Schenker Deutschland AG, to other goods, items or life or

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safety of others, or if the hazardous goods and/or their description do not meet the legal requirements, Schenker Deutschland AG will contact the customer as far as possible in order to coordinate the measures to be taken. However, Schenker Deutschland AG reserves the right to dispose of the hazardous goods at the customer's expense. Hazardous goods cannot be stored in terminals.

**Offsetting:** For the **DB SCHENKER** | **system** products (domestic and cross border transports), DB Schenker offers the option "offsetting". For this option an additional fee ("offsetting fee") applies. The fee-amount derives from an estimation of the  $CO_2$  equivalent (" $CO_2$ e") footprint based on the taxable weight of the shipment and the distance between pick up and delivery. For shipments booked with the "offsetting option", the estimated  $CO_2$ e emissions will be offset. The  $CO_2$ e emissions estimation include all of DB Schenker's shipping activities, related to the customers' shipments booked with "offsetting". The offsetting fee will finance emission reduction projects in developing countries operating under the UN's Clean Development Mechanism. The offsetting is currently made in partnership with atmosfair through the purchase and cancellation of certified carbon credits. A certificate (not tradable) with the amount of tons of  $CO_2$ e that are offset by DB Schenker can be received directly from atmosfair. With the request for a certificate, you agree that DB Schenker shares your company name, company address, e-mail-address and the emission to be compensated with atmosfair.

Insetting / Book and Claim: With the optional service Insetting / Book and Claim, it is possible to reduce Scope 3 emissions by using the "Book and Claim" solution. The solution enables the separation of physical customer shipments from shipments with reduced emissions. The additional Insetting / Book and Claim service can be added to all shipments of DB SCHENKER | system premium and can be combined with all other available additional services of DB Schenker. The basis is the emissions report for each customer in DB SCHENKER | connect. The use of sustainable fuels (HVO, bio-LNG, low-emission electricity) and drive technologies (Battery Electric Vehicle BEV, H<sub>2</sub>) is guaranteed in the DB Schenker network. The independently certified solution for the CO<sub>2</sub>e savings declaration can be purchased annually to reduce your own CO<sub>2</sub>e footprint. As a result, customers and their transports benefit from the CO<sub>2</sub>e savings generated throughout the DB Schenker network. The price per ton of CO<sub>2</sub>e saved is independent of the package booked, the agreed duration and compliance with the guaranteed minimum purchase, but up to a maximum of the number of CO<sub>2</sub>e shown in the Emission Report w-t-w for the customer's land freight in the previous year.

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#### **Appendix 2 Product combination matrix**

	Additional services																
DB SCHENKER   system / DB SCHENKER   system premium	Fix Dayto be agreed - 39	Automated Fix Day delivery to be agreed - 85	Fix Day - 35	Fix Day 10 - 57	Fix Day 12 - 59	offsetting - 01	Insetting / Book and Claim	Dangeour Goods - 09	Limited Quantity (LQ) - 08	Pre Notice by eMail- 16	Pre-Notice by SMS - 19	Drivers Pre-Advice - 13	Long good type 1 - 02	Long good type 2 - 03	Premium 08 - 51	Premium 10 - 55	Premium 12 - 53
Name of the products				_	_	_	_	_		4 5	O		4 5	2			-
DB SCHENKER   system - 43 DB SCHENKER   system - 43	Х	.,				X	X	X	X	1 fro 1 fro		X	1 fro				
DB SCHENKER   system - 43  DB SCHENKER   system - 43		Х	x	$\vdash$		X	X	X	X	1 fro		X		m 2			$\vdash$
DB SCHENKER   system - 43			^	х		X	X	X	X	1 fro		X		m 2			$\vdash$
DB SCHENKER   system - 43				^	x	X	X	X	X	1 fro		X	1 fro				$\vdash$
DB SCHENKER   system - 43						X	X	X	X	1 fro		Х	1 fro				
																	$\Box$
DB SCHENKER   system premium - 44						Х	Х	Х	Х	1 fro		Х			Х		
DB SCHENKER   system premium - 44						Х	Х	Х	х	1 fro		Х	_	m 2		Х	
DB SCHENKER   system premium - 44						Х	Х	Х	х	1 fro	m 2	Х	1 fro	m 2			X