

# Terms and Conditions of SCHENKER DOOEL Skopje for Ocean Freight per online platform connect 4 ocean

The following contractual conditions shall apply to all individual agreements concluded by SCHENKERDOOEL Skopje with the CUSTOMER for the provision of ocean freight transport and all services connected with this. SCHENKERDOOEL Skopje acts exclusively in the name and as agent of the NVOCC SCHENKEROcean Ltd. based in Hong Kong. The wording of this document must be interpreted in this regard. 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. In addition to terms, conditions, exceptions, limitations and liberties of carriage expressly set out or referenced in the Bill of Lading form of SCHENKEROcean Ltd. the terms and conditions of this document shall apply. In case of discrepancies between the provisions of the Bill of Lading form of SCHENKEROcean Ltd. and this document, the provisions of the Bill of Lading form of SCHENKEROcean Ltd shall prevail.

SCHENKERDOOEL Skopje shall not be obliged to conclude individual agreements. An agreement about providing a specific individual shipment, irrespective of how many containers / packages this contains, shall only come into effect once confirmed in writing by SCHENKERDOOEL Skopje or once the shipment to be transported has been accepted.

To the extent that individual agreements are concluded, the following contractual conditions shall apply:

## **Goods, packaging & documentation**

Goods shall be accepted on the condition that the CUSTOMER has ensured they are packaged in a way which is seaworthy, fit for purpose, appropriate for container transport and stackable, and that goods are labelled in accordance with regulations. The CUSTOMER shall be responsible for loading and unloading the means of transport and securing the load. Unless otherwise expressly agreed, SCHENKERDOOEL Skopje's quotation only applies to the transport of non-hazardous commercial goods (as defined by the relevant dangerous goods regulations). The quotation shall be subject to unobstructed use of the routes, availability of the required cargo space and booking of the shipment (or call-off and dispatch management) by SCHENKERDOOEL Skopje.

To the extent that empty containers are made available for loading in accordance with the order ('shipper's load, stowage and count'), the receiver must check immediately upon delivery that these are externally undamaged, suitable for loading and, in particular, have not been contaminated by odours. In the event of any complaints, these shall be made immediately in writing / electronically to SCHENKER DOOEL Skopje. If this notification is not made, SCHENKERDOOEL Skopje shall not be liable for any damage to cargo which occurs as a result of defects of the container existing at the time of loading.

All transportation and loading devices (e.g. containers) must be returned in a clean and undamaged condition.

Repairs following damage or cleaning costs shall be charged in accordance with the expenses document. Any damage to transportation and loading devices or contamination of these shall not be

covered by transport insurance.

Less than Container Load (LCL): The goods must be stackable and able to be moved with a forklift and packed for transport by the CUSTOMER for groupage transportation by road / sea or air and labelled accordingly.

Hazardous goods are subject to the dangerous goods regulations relating to the means of transport used; these goods must be enquired about separately and handled specially.

In general, orders from private individuals shall not be accepted. Transport of trade fair goods must be agreed separately.

Regulations for wooden packaging in the country of destination must be taken into account separately by the CUSTOMER. More information is available from the Ministry of Environment and Physical Planning (MOEPP).

It shall be the CUSTOMER's responsibility to submit the documents required for transportation.

The CUSTOMER shall be responsible for ensuring that all permissions required for the goods to be transported are attached. In the event of any negative consequences of this obligation not being observed, the CUSTOMER shall fully indemnify and hold harmless SCHENKER DOOEL Skopje and shall accept any appropriate internal handling costs in connection with this.

#### **Forwarder's liability insurance policy**

The Forwarder's liability insurance policy only covers damage caused culpably by the freight forwarder to goods in their possession and can therefore not replace cargo insurance. Generally excluded from cover are Burma / Myanmar, Cuba, Iran, Sudan, Syria, Democratic Republic of Congo, North Korea, Somalia and Zimbabwe. In particular, the **Forwarder's liability insurance policy** does not cover costs in the event of general average. If the CUSTOMER does not declare in writing that they are exempted from forwarder's liability insurance, SCHENKER DOOEL Skopje shall take out the insurance for all transports and charge this according to the premium table.

#### **Cargo insurance**

The freight forwarder / shipper shall have limited liability. The maximum liability limits as per the Law on obligations of the Republic of North Macedonia and/or those in various international agreements shall apply. Cargo insurance reduces the CUSTOMER's corporate risk with regard to the various liability limits and other hazards (e.g. force majeure). Taking out cargo insurance is recommended and can be done via a written order to SCHENKER DOOEL Skopje at conditions in line with the market.

#### **Force majeure**

The party affected by a case of force majeure shall not be responsible and liable for any delays or impossibility of performance caused by this, nor for any resulting costs. Force majeure within the meaning of this provision shall be deemed to be all unforeseeable events or such events that – even if foreseeable – are beyond the sphere of influence of the affected party, and whose effects on contractual performance cannot be prevented through reasonable efforts by the affected party, e.g.: strikes, consequences of strikes, terrorism, war, extreme weather, epidemics, pandemics, quarantine restrictions, governmental interference. Costs that SCHENKER DOOEL Skopje incur as a result of force majeure, such as storage fees in port terminals affected by the consequences of strikes, shall be borne without exception by the CUSTOMER. It is expressly agreed that all additional costs (such as

demurrage, detention and storage costs, additional costs arising from congestion of the port or terminal operations) shall be passed on without exception in accordance with the SCHENKERocean tariff. Costs not covered by the SCHENKERocean tariff shall be passed on to the CUSTOMER at cost. If force majeure lasts for more than 60 days, both parties shall be entitled to terminate this agreement for cause.

The novel coronavirus pandemic (“COVID-19”) crisis, has affected the current space demand extraordinarily leading to a severe capacity situation in the ocean freight market. All carriers advised blank sailings in spring 2020. A blank sailing refers to the possibility of no sailing during a certain week even though it was originally planned. The reason for the decrease in sailing is the cancellation of orders of large importers from Asia to Europe. There are also blank sailings from Europe to other world destinations. The current situation has an impact on all trades globally. SCHENKER DOOEL Skopje’s quotation for CUSTOMER is based on the uninterrupted and largely unchanged ocean freight schedules pre-COVID-19 outbreak and does not consider the current, extraordinary market circumstances. SCHENKER DOOEL Skopje therefore reserves the right to adjust our quotation unilaterally at later stage in case of further, unpredictable events caused or related to the COVID-19-pneumonia.

#### **Additional services and costs, SCHENKERocean tariff**

Additional costs which arise out of a separate order by the CUSTOMER, such as cargo insurance, courier service or extra journeys, confirmations, certificates, notarisations, etc. shall be invoiced separately.

Official taxes (e.g. customs, import VAT etc.) and costs from official checks shall be borne by the CUSTOMER, passed on in accordance with fee documentation and payable immediately without exception.

Any demurrage, detention and storage costs (particularly port storage costs and costs for delayed return of containers) that may arise, as well as additional costs as a result of, in particular, congestion of port or terminal operations, shall be invoiced without exception according to the SCHENKERocean tariff. This is kept in SCHENKER DOOEL Skopje's offices and will be sent to the CUSTOMER on request.

Additional costs not covered by the SCHENKERocean tariff will be communicated on request and shall be passed on at cost.

Rebooking and change costs for shipments / containers already ordered shall be borne by the CUSTOMER in accordance with the SCHENKERocean tariff.

For cancellations by CUSTOMER the following rates shall apply:

- Booking cancellation between written order until 2 working days before planned pick-up EUR 500 / container
- booking cancellation 2 working days before planned pick-up 25% of offered rate
- booking cancellation 1 working day before planned pick-up 50% of offered rate
- booking cancellation on planned pick-up day 100% of offered rate.

Loading time shall be free for 1.5 hrs (20'DC) and 2 hrs (40'DC), any standing time beyond this shall be charged to the CUSTOMER in accordance with the SCHENKERocean tariff.

Collection in the event of LCL / agreed groupage transportation shall be done using a standard truck. Special requests (hoists, loading equipment etc.) must be commissioned separately.

Document dispatch: The original bill of lading is a negotiable document, the loss of which shall be borne without exception by the CUSTOMER. In order to minimize this risk, dispatch by courier service is recommended, which shall, however, require a specific, written order by the CUSTOMER to SCHENKER DOOEL Skopje.

Information about the transport duration, tariff or other details shall be non-binding. Booking information and any concessions shall also be non-binding unless confirmed in writing. SCHENKER DOOEL Skopje does not guarantee any fixed durations or dates.

Basically, any information on customs tariffs issued by employees of SCHENKER DOOEL Skopje shall be non-binding and subject to alteration. This shall not release the CUSTOMER or someone commissioned by them from checking customs tariff numbers. SCHENKER DOOEL Skopje only renders customs services as an agent on behalf of and for the account of the CUSTOMER.

Costs of returning empty containers to the port as instructed by the shipping company used shall be borne by the CUSTOMER.

The surcharges, port costs and public fees (e.g. tolls) listed are those which are current at the time the order is submitted. They are subject to alteration up to the day of shipment and are charged as being 'vatos' (valid at time of shipment).

If additional surcharges, costs and / or public fees are levied by the shipping company or other third parties up to the day of shipment (defined as the day stated on the B/L) or during the transport, whether this is before ocean transport, during ocean transport or onward shipment to the destination, which are not included in the SCHENKER ocean tariff, SCHENKER DOOEL Skopje shall pass these onto the CUSTOMER at cost. This particularly includes the items listed below:

- High tide / low tide surcharges
- Congestion surcharges
- All demurrage and
- Detention charges
- Costs relating to waiting times
- Costs for gassing or degassing of containers
- Costs for phytosanitary processes (plant inspections etc.)
- Costs arising from customs inspections
- Multiple stops (additional, unplanned stops)
- Assignment costs
- Delivery order fees

Availability of empty containers in the inland depot and acceptance of empty containers in the inland depot shall not be guaranteed by SCHENKER DOOEL Skopje and shall depend on the acceptance of the shipping company used.

If the stated, surcharge-free maximum goods value is exceeded, the surcharges invoiced by the shipping company shall be passed on to the CUSTOMER.

### **General**

The delivery dates listed in quotations by SCHENKER DOOEL Skopje are based on information from

the shipping company; SCHENKER DOOEL Skopje has no influence on them. SCHENKER DOOEL Skopje shall never be liable for any delivery dates specified in the quotation being exceeded. SCHENKER DOOEL Skopje shall not be liable for any delays in the port of departure or during the journey or for any changes to departure and arrival days or cargo closing dates, or in the event of force majeure.

SCHENKER DOOEL Skopje shall be free to choose their own subcontractors.

The conditions listed shall apply for ocean freight export on a freight prepaid basis only and if the order is placed via the platform connect 4 ocean.

The conditions listed shall apply for ocean freight import on a freight collect basis only and if the order is placed via the platform connect 4 ocean.

Unless otherwise agreed, invoices to the CUSTOMER shall be payable without deduction. The second day after the invoice date shall be deemed to be the invoice receipt date. If the CUSTOMER claims a different receipt date, they must provide evidence of the receipt date. If payment is delayed, late payment interest shall be charged in line with corporate interest rates in accordance with Article 266-a of the Law on obligations of the Republic of North Macedonia, currently 10% p.a. above the base rate.

The conditions offered shall only apply if the whole route is booked.

All prices shall be net and exclusive of statutory value added tax.

Unless otherwise agreed, quotations and invoices shall be issued exclusively in EUR. If they need to be converted into another currency and / or from another currency into EUR, this shall be based on the conversion rates of SCHENKER DOOEL Skopje (<https://www.dbschenker.com/de-en/products/ocean-freight/conversion-rate>); for imports, this shall be the rate valid seven days before the ship's planned arrival and for exports, seven days before the ship's planned departure. Alternatively, the in-house rate or current rate of SCHENKER DOOEL Skopje can be used, unless a different, written agreement has been concluded between the contractual partners. SCHENKER DOOEL Skopje reserves the right to choose which rates and / or tariffs to use.

Regardless of the price rates mentioned in the contract, SCHENKER DOOEL Skopje reserves the right to call the CUSTOMER to make an exceptional amendment of the rates and/or the rules of remuneration in case of the occurrence of one or more of the following circumstances:

- 1) change of any of the parameters defined in the contract by at least 5%.
- 2) Occurrence of an event independent from the SCHENKER DOOEL Skopje, resulting in a significant increase of the costs of the provision of services, which could not have been predicted or the scale of the increase caused by that event could not have been determined precisely at the moment of signing this Contract or at the moment of the latest amendment.

In case of the occurrence of the premises mentioned in the paragraph above, SCHENKER DOOEL Skopje shall notify the CUSTOMER in writing, under pain of nullity, 7 (seven) days in advance, about the change of the price rates and/or the rules of remuneration – applicable after 3 (three) days from the confirmation. If the CUSTOMER does not consent to the change of the price rates and/or the rules of remuneration or if, within 14 (fourteen) days from the date of the notification, the Parties do not sign an amendment to the Contract, SCHENKER DOOEL Skopje shall be entitled to terminate the Contract with a 14 fourteen days' notice, which entitlement can be realized by SCHENKER DOOEL Skopje within 30 (thirty) days from the date of the receipt of the information about the lack of consent from the CUSTOMER to change the price rates and/or the rules of remuneration or the failure of the Parties to

sign an amendment to the Contract by the date indicated by SCHENKER DOOEL Skopje. During the period of notice existing, unchanged rates or rules of remuneration shall apply.

The quotation is meant exclusively for the CUSTOMER to whom it is addressed. The quotation shall be handled confidentially and may only be shared with third parties with the express, written authorization of SCHENKER DOOEL Skopje. The offer shall expire if it is not chosen by the Customer within the same browser session and accepted by SCHENKER DOOEL Skopje in accordance with the procedure herein stated latest 14 days from the date of its issue.

Regardless of a fixed contract term, SCHENKER DOOEL Skopje has the right to terminate the contract with a notice period of 30 days.

SCHENKER DOOEL Skopje is entitled to approach the CUSTOMER to negotiate a variation of contractual obligations to manage possible difficulty faced, e.g. unavailability of carrier's capacity, longer shipment routes/times, port and/or border congestions, significant reduction of volumes, etc. Possible variations include inter alia interim rights and obligations or suspension of KPIs (Suspension Key Performance Indicators).

The Parties agree that export, import and re-export of goods and/or the provision of related services may be subject to trade laws and regulations validly enacted by a competent authority ("Trade Regulations"), which may inter alia include EU and U.S. export laws and regulations. Each Party warrants and represents that, in the fulfilment of its obligations under the Agreement it complies and will continue to comply with all Trade Regulations applicable to it, which may include, but not be limited to sanctions requirements, antiboycott restrictions and restricted party screening in export, customs, import and in-country activities. CUSTOMER is responsible for determining whether CUSTOMER's goods are subject to such Trade Regulations and will obtain all necessary licenses, approvals, authorizations and/or exemptions thereto and will provide SCHENKER DOOEL Skopje with all relevant information SCHENKER DOOEL Skopje may reasonably request for review of compliance with Trade Regulations prior to SCHENKER DOOEL Skopje's performance of respective Services. With respect to Services related to countries for which U.S. embargos have been imposed or are imposed in the future, CUSTOMER specifically confirms that (i) these shipments will not contain U.S. origin products or products with a U.S. content, except in accordance with an applicable authorization from competent U.S. government authorities and (ii) these shipments and/or other services related to such countries will have no U.S. connections, unless such shipments and/or services are authorized by competent U.S. government authorities. SCHENKER DOOEL Skopje reserves the right to suspend provision of Services without any liability in cases where any trade restrictions apply, are newly imposed/ re-imposed, or amended or if SCHENKER DOOEL Skopje's business bank rejects to process the transactions in connection with Services. CUSTOMER acknowledges that SCHENKER DOOEL Skopje is not obligated and will not provide services relating to goods for internal repression, ITAR (The International Traffic in Arms Regulations) goods and/or military goods and warrants to not hand over or have handed over such goods to SCHENKER DOOEL Skopje for the provision of services.

SCHENKER DOOEL Skopje is not responsible for effects of the withdrawal of the United Kingdom from the European Union ("Brexit") and thus is not liable for any damages caused by delays due to the consequences of Brexit. This shall include, but is not limited to, delays in customs clearance and/or during border processing. Any additional costs due to the consequences of Brexit (e.g. storage costs, demurrage and detention, customs fees, port costs, costs of personnel) may be charged to the CUSTOMER. The CUSTOMER will be informed once there is reliable information about additional costs. SCHENKER DOOEL Skopje shall be unilaterally entitled to terminate this contract with formal

notice to CUSTOMER if the withdrawal of the United Kingdom from the European Union leads to a fundamental change of the contractual circumstances. Fundamental changes shall include but are not limited to (i) the contractually obliged provision of services is rendered impossible or (ii) the continuation of the contract will place a substantial and significant financial burden.

For any individual agreements concluded on the basis of this quotation, the General Macedonian Forwarders' Terms and Conditions , available on SCHENKER DOOEL Skopje's website at [www.dbschenker.com/at](http://www.dbschenker.com/at) shall apply additionally. In case of discrepancies the Terms and Conditions of SCHENKER DOOEL Skopje for Ocean Freight shall prevail.

Liability of SCHENKER DOOEL Skopje for financial losses, indirect damages and consequential damages shall be excluded at all times.

The CUSTOMER's general terms and conditions are not part of the agreement, even if they are not expressly contradicted.

If any provision of this agreement is invalid, this shall not affect the validity of the remaining provisions. The parties undertake to replace the invalid provision with one which comes as close as possible to the original.

Amendments and / or supplements to this contract concluded via the platform connect 4 ocean must be made in writing to be legally valid. The same shall apply to any deviation from the written form requirement. No verbal ancillary agreements have been made.