

Offer Terms and Conditions (AGB)

Beeline Logistics GmbH
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§ 1 Our offers are understood to be non-binding until a contractual agreement has been concluded.

All bookings are made by us subject to the provision of the correct data by the sender/customer with regards to quantities, measurements, weights, quality features as well as contents and the issuance of any required transport permits. We shall expressly not be liable for any delays for which we are not at fault or cancellations of any type during the transport process.

If we should receive the order later than two weeks after the offer date, we request that you contact us in order to once again verify all costs and have them confirmed (currently-valid rates) because there can constantly be changes to the freight rates/surcharges of the shipping companies/harbours and/or the airlines/airports.

§ 2 The bill of lading terms and conditions of the participating shipping companies as well as the terms and conditions of the airlines shall be considered to have been agreed.

§ 3 We shall conclude transport insurance coverage only if we have received an express mandate to do so.

§ 4 Our offers are understood to be subject to the same Transport Terms and Conditions. Any costs which are incurred owing to any political measures or decrees issued by government agencies or other public institutions shall be charged to the price of the goods. Furthermore, we shall not assume all costs which were not able to be aware of when drafting the offer and/or before sending the goods against documentation.

§ 5 Our invoices shall be immediately payable in euro without any discounts unless something to the contrary has been expressly agreed. All prices are understood to be in addition to any applicable VAT (currently 19%).

§ 6 Our offers require that all additional costs, for which Beeline Logistics GmbH is not responsible, such as, for example, waiting times/stall charges, warehousing costs, multi-stops requested upon short notice, low-water surcharges, customs inspection costs, demurrage, detention, outlays to third parties, customs duties/taxes, etc. and, insofar as something to the contrary has not been expressly stated and has not been included, shall be charged on top of the price of the goods and shall be separately billed.

§ 7 Our offers shall be based on an availability of the booked container equipment. In the case of short-term bottlenecks affecting the shipping company or airline being commissioned for the fulfilment of the offer, Beeline Logistics GmbH shall be entitled to charge the customer, in unrestricted fashion and irrevocably, for any additional costs which are incurred through the usage of a deviating supplier. This shall likewise be valid if our offers are based on the acceptance by or delivery of the containers to a domestic depot for the preliminary runs/follow-up runs and the shipping company refuses to grant its approval for space-related reasons or other reasons.

§ 8 Our offers shall be based on the currently-valid foreign exchange rates and bunker prices. If they drastically change, we reserve the right to accordingly adjust our prices.

§ 9 Our offers shall be based on the currently-valid tariffs, fuel costs and toll fees.

§ 10 Our offers shall require a free right to choose the shipping company.

§ 11 Our offers shall require the necessary space availability upon the part of the shipping companies and airlines.

§ 12 "We shall work exclusively upon the basis of the Allgemeinen Deutschen Spediteurbedingungen [**General German Freight Forwarding Terms and Conditions**] 2017 (ADSp 2017). **Note:** The ADSp 2017 deviate in Clause 23 with regards to the maximum liability amount for damages to goods (431 HGB [**German Commercial Code**]) from the law by restricting the liability for multi-modal transports or the inclusion of sea carriage and in the case that the location where the damages were suffered is unknown to 2 SZR/kg and otherwise the standard liability of 8.33 SZR/kg is also restricted to 1.25 million EUR per damage event as well as 2.5 million EUR per damage event, but nonetheless at least 2 SZR/kg."

§ 13 In the case of changes to or deviations from the shipping details, a corresponding adjustment of the freight conditions shall be undertaken.

§ 14 A shipping of hazardous goods shall be based on a definitive confirmation by the captain and/or the decision-maker. Even in the case that a booking confirmation is made by the shipping company or the airline, the captain, the decision-maker or the loading officer shall have the right to reject the shipment shortly before departure. Any resulting costs that are incurred shall be charged to the price of the goods.

§ 15 Any costs that are incurred as a rule of a change in the transport schedule or rotation of a ship/airplane shall be charged to the price of the goods.

§ 16 Any costs that are incurred through a belated submission of the letter of credit terms and conditions (L/C) shall be charged to the price of the goods.

§ 17 In the case of a damage event, Beeline Logistics GmbH shall generally have the prerogative to implement damage-minimising measures and/or replacement deliveries for the damaged party before an additional and/or another carrier is commissioned.

§ 18 With regards to “rubbish”, we assume that it concerns rubbish on the “Green List”. Other rubbish shall not be accepted and/or transported by Beeline Logistics GmbH. Moreover, we shall require that the respective materials may be brought into the respective delivery destination country.

If import licenses or other required licenses should be required, we shall assume that, upon request, they can be provided to us in a timely manner.

§ 19 Special characteristics of the goods, e.g. goods that are particularly valuable or at risk of being stolen (copper, etc.), T-5 goods, rubbish, etc. must mandatorily be announced to us upon the issuance of the order.

§ 20 We make reference to the fulfilment of the guidelines regarding axle loads and the entire weight in accordance with § 34 STVO [**German Road Traffic Act**], according to which a maximum of 40 tons of overall weight (incl. the tractor truck, container trailer and container weight) and/or 44 tons in combined transport and between the harbours are allowed for transport.

The maximum load weight for which the container/the loading device is classified may not be exceeded. Weight data, which are communicated to us on the order or in other documents, must correspond to the actual weight data. If deviations should be discovered, this may have the result that the goods cannot be shipped as planned and consequences under customs law may be triggered and an exporting may be forbidden by the public authorities.

§ 21 If the goods cannot be declared at the receiving port or cannot be accepted for other reasons, so that it is anticipated that there will be substantial costs for dock warehousing fees, Beeline Logistics GmbH and/or the commissioned shipping company may affect a return shipment of the goods to the port of departure. All related costs in this regard shall be charged to the sender.

§ 22 The sender and/or his suppliers must load, stow and tie down the cargo in a transport-secure manner.

§ 23 In the case of container shipments, after loading, the containers must be sealed with a high-security bolt seal by the sender. As required and by mutual agreement, the seals shall gladly be provided for a fee.

§ 24 Damages to the loading device which are caused during the loading—either owing to the quality of the goods or the art and manner of loading—shall be charged to the price of the goods.

§ 25 We make reference to the importing guidelines for packaging materials made of solid wood in the respective receiving countries in accordance with ISPM 15 (International Standards for Phytosanitary Measures No. 15).

§ 26 Rolling cargo and/or goods which are loaded on rolling trailers must be thoroughly cleaned. Any soiled packages shall not be accepted for loading. Any required cleaning work shall be charged to the price of the goods.

§ 27 The units that are declared as being self-propelled must be provided for loading in a drivable condition. Tracked vehicles/mobile cranes, etc., units which are difficult to drive and/or difficult to move as well as vehicles with very large dimensions must be furnished with starting, driving and operating instructions in the English language. Please keep in mind that the aforementioned loading may contain no “personal effects”. The vehicles must be accessible for the persons doing the loading work. This shall also be valid for trunk and other stowage space in and around the vehicle.

§ 28 Break bulk and conventional packages must be affixed with prominently-visible seaworthy labelling. In particular, the key data must be transparently and correctly affixed to the packages. Upon the loading side, sufficient Lasch Points must be available and clearly indicated.

§ 29 If a paragraph of these Offer Terms and Conditions should be discovered to be invalid, this shall not affect the validity of the remaining terms and conditions. The parties shall be obliged to replace the invalid provision with a valid provision which most closely corresponds to the commercial intent of this invalid provision.

§ 30 The ADSp (Allgemeinen Deutschen Spediteurbedingungen 2017) are available for review on our Internet site <https://beeline-de.com/de/> under General Business Terms and Conditions.

§ 31 Register Court: Landshut, Place of jurisdiction: Landshut.

Altdorf, 31th December 2017

Beeline Logistics GmbH
Management
