

# General terms and conditions

for transports Air & Sea Logistics

Thank you for your interest in our forwarding services. We are submitting the enclosed offer on the basis of the following terms and conditions, which you can view and print out at <https://www.alphatrans.de/downloads/>. We are bound to this offer for 14 days. If by that time (date of receipt by alpha trans) no written acceptance of the offer has been received or the order has not been placed - the placing of such an order shall be deemed to be acceptance of the offer - the offer shall lose its validity.

The individual contract to be concluded for each transport shall only come into effect upon written confirmation of the specific transport order or upon acceptance of the shipment for transport. Alpha trans shall not be obliged to conclude individual contracts. If the customer provides alpha trans with shipment forecasts, the parties agree that the shipments listed therein do not yet constitute a definite order / individual order, but only a list of planned shipments, the details of which may still change. In these cases, the individual transport will only be commissioned when the customer or his supplier notifies the goods for collection / acceptance. As far as contracts are concluded via individual contracts, the following terms and conditions shall apply.

1. Unless otherwise stipulated by mandatory statutory provisions, within the scope of uni- or multimodal transports the liability of alpha trans Luft- und Seefrachtspedition GmbH & Co. KG, hereinafter referred to as alpha trans, shall be governed by these terms and offer conditions.
  2. alpha trans shall only be liable for damages resulting from the (provisional) insolvency of a commissioned carrier or from the discontinuation/change of liner services or similar if alpha trans is at fault. This shall also apply in case of (suspected) loss of / or damage to the goods.
  3. If the parties or one of the parties are prevented from fulfilling one or more or all of their contractual obligations as a result of natural disasters, war, terrorist attacks, riots, lockouts, strikes or other cases of force majeure and if the prevention of these obstacles is beyond the control of the parties and if they cannot be eliminated or circumvented at reasonable economic and/or technical expense - the parties must have agreed in writing in advance on the allocation of the associated financial expenses - the parties shall be released from the performance of the contractual obligation(s) affected by the force majeure event for the duration of this event. The parties agree that cyber (hacker) attacks on the IT system of a contracting party or a subcontractor commissioned to perform the transport also constitute a case of force majeure. Insofar as further costs/expenses are incurred by third parties due to the hacker attack as a result of the impossibility to perform the service, which are to be borne by alpha trans in relation to this third party, the customer shall indemnify alpha trans to this extent. However, this shall not apply to costs/expenses originally incurred by alpha trans itself.
- The party prevented from fulfilling its obligations shall be obliged to immediately notify the other party in writing,

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explaining the circumstances preventing it from fulfilling its obligations. In addition, it shall do every-thing in its power to remove the impediment as soon as possible, provided that the parties agree in writing in advance on the bearing of the associated costs.

The parties shall be entitled to withdraw from the contract if the impediment persists after the expiry of 2 weeks from the notification of the impediment in accordance with the preceding paragraph and its removal is not foreseeable or if further waiting is not reasonable for the withdrawing party despite the foreseeability of the removal. Partial services rendered by alpha trans up to the time of withdrawal shall be remunerated by the customer.

The liability for damages due to force majeure events shall be excluded for both parties unless there is gross negligence or intent on the part of the party prevented from providing the service.

4. General terms and conditions of the customer shall not become part of the contract, even if they are not expressly contradicted.
5. alpha trans generally excludes the acceptance and transport of the following goods: Explosive devices and ammunition (with the exception of hunting and sporting ammunition), explosives, self-igniting and radioactive substances, plants, precious metals, precious stones, genuine pearls, money, valuables, documents, certificates and antiques, plastic scrap, metal scrap, removal goods, dangerous goods of hazard classes 1,3,5,9.
6. The customer is liable for his specifications and bears all consequences resulting from incorrect, inaccurate, incomplete, or missing information. This shall apply in particular to incorrect customs tariff numbers. alpha trans shall not be obliged to check the correctness of customs tariff numbers provided by the customer or supplier. alpha trans shall act exclusively as a direct representative for the customer, insofar as it has to carry out the customs clearance. Should alpha trans - for whatever reason - be charged with any customs duties- including customs penalties, etc. - the customer shall indemnify alpha trans against such charges. The limitation period according to § 439 of the German Commercial Code (HGB) shall only commence upon receipt by alpha trans of the notice with which alpha trans is claimed by the tax and/or customs authorities. The liability of the customer according to sentence 1 of this clause shall also apply to the documents required by the customs and administrative authorities for the transport, including their delayed transmission. Without prior agreement, alpha trans shall not become active in the completion of these formalities and shall not be liable for the incorrect collection of fees, taxes, duties, etc. by these authorities. Changes to orders and instructions shall only be accepted if notified in writing in due time. alpha trans shall act within the scope of the possibilities and regulations existing for the respective carrier. Costs incurred for changed instructions shall be borne by the customer.
7. The handover of dangerous goods - unless excluded from transport - to alpha trans must be announced in advance with a minimum notice period of 48 working hours. For transports of dangerous goods, the customer is obliged, with regard to the execution of the special measures necessary for these transports, to provide all necessary information and to observe all applicable national and international regulations, in particular the international conventions RID, ADR, SMGS and CSC.
8. **It is expressly pointed out that the approximate delivery times stated in the enclosed offer are non-binding standard delivery times** which are based on information provided by the carriers and cannot be influenced by alpha trans. The customer is aware that currently at least ap-

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prox. 60% of all transit times specified by shipping companies are not adhered to, without alpha trans being able to influence this. No liability shall be assumed for compliance with the approximate transit times.

9. The enclosed offer is subject to change and is based on the shipment data stated by the customer, prices, tariffs, exchange rates and other charges of all parties involved in the transport performance valid today.
10. The listed surcharges, port/airport costs and public charges (e.g. tolls) refer to the time of submission of the enclosed offer. They are subject to change until the day of shipment (date of B/L, AWB or other transport document) and will be invoiced „vatos“ (valid at time of shipment). Should additional surcharges, costs and/or public charges be levied by the shipping company, the carrier or by other third parties from the day of the submission of the offer until the delivery of the transported goods or, in the case of container transports, until the return of the container(s), such surcharges, costs and/or public charges shall be invoiced in addition by alpha trans. alpha trans shall inform the customer about changed or additional surcharges/costs as soon as possible without being legally obligated to do so (always assuming actual knowledge). Such changes shall not entitle the customer to withdraw from this contract. Insofar as demurrage/detention or storage charges are incurred after the time of acceptance of the goods until their delivery or, insofar as applicable, return of the container(s), these shall be reimbursed by the customer to alpha trans, unless the incurrence of these costs was the fault of alpha trans.
11. Insofar as, due to events unforeseeable for alpha trans at the time of the submission of the offer (e.g. [pro-visual] insolvency of a shipping company/carrier, discontinuation or change of liner services or similar), alpha trans can only provide the service owed (irrespective of whether on time or not) against the assumption of additional costs (e.g. quay dues, storage charges, reloading and transshipment costs), the customer shall be obliged to reimburse alpha trans for these costs. This shall also apply to additional costs that arise in particular due to a necessary change of shipping company/carrier, change of port of discharge, receiving airport or receiving terminal, changes in the pre-carriage/on-carriage, etc.
12. It is expressly agreed that the customer shall also be jointly and severally liable for all costs in connection with this transport from delivery at the port/airport (in the case of LCL consignments/break bulk cargo: container freight station or similar, if applicable) in cases where the supplier - and not the customer - is to be legally qualified as a contractual partner of alpha trans on the basis of an agreement made with its supplier (routing order).

### Additional conditions for sea freight transports

13. Unless the contractor expressly objects in writing, he agrees that in the context of sea transports a bill of lading or a sea waybill shall be issued, which shall identify the seller as shipper and at least 1 original copy shall be handed over to him. The BL conditions, which can be viewed and printed out at <https://www.alphatrans.de/downloads/>, are an integral part of the enclosed offer.
14. If empty containers are provided for loading according to the order („shipper's load, stow and count“), these must be checked immediately upon delivery for external integrity and suitability for loading, in particular for odor contamination. In case of complaints, these shall be reported immediately in writing / electronically to alpha trans. If such a report is not made, the container(s) shall be deemed undamaged and suitable for transport. Furthermore, alpha trans shall not be liable for any damage to the cargo that occurs as a result of such defects in the container that

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were present at the time of loading.

### 15. SOLAS Weight Verification Requirements (hereinafter: SOLAS)

- Insofar as additional costs or expenses are incurred due to the SOLAS provisions, these shall be borne by the customer - in deviation from clause 16 ADSp 2017.
- alpha trans shall not be obliged to check the weight data of the customer. alpha trans shall not be liable for any damage resulting from non-compliance with SOLAS requirements (e.g. due to missed delivery deadlines), in particular due to incorrect container weights (VGM - verified gross mass) for FCL shipments or incorrect shipment weights for LCL shipments. If alpha trans or third parties incur damages due to incorrect weight information of the customer, the customer shall be obligated to compensate alpha trans for such damages in full and to hold alpha trans harmless from claims for damages of third parties.
- When applying method 2 of the SOLAS Container Weight Verification Requirements (determination of weight by adding the weight of all shipments, the stowage material and the empty container) alpha trans will also accept no liability for damages - in particular damages caused by delay - caused by the fact that a shipment of a third-party shipper packed in an LCL container exceeds the specified weight. Alpha trans is entitled to base its weight calculations on the weight stated by the shipper in the freight documents. There shall be no obligation for subsequent weighing. Alpha trans shall assign any claims for damages against the consignor(s) whose weight declaration(s) was/are incorrect (too low) to the damaged customer upon his request in the amount of the damage incurred.
- If damages - in particular damages resulting from missed delivery deadlines - occur due to the fact that the shipping company handed over a container for loading to alpha trans, whose actual empty weight is

higher than the empty weight indicated on the container and thus an incorrect total weight of the LCL container is determined, alpha trans excludes all liability for any damages resulting therefrom. alpha trans is not obliged to reweigh the empty container but may base its weight calculations on the indicated empty container weight in accordance with method 2 of the SOLAS Container Weight Verification Requirements (see above). Alpha trans shall assign any claims for damages against the shipowner whose weight information regarding the empty container was incorrect (too low) to the damaged customer at the latter's request in the amount of the damage incurred.

16. In the case of import orders, the customer must ensure that so-called „carrier-owned / long-leased containers“ are ordered from the shipping company on the dispatching side (by the customer's supplier) as part of the container booking, as only these can generally be returned inland on the import side after unloading. Otherwise (e.g. „short-leased containers“) a return to the sea port must be carried out at the expense of the customer. This has no influence on the fact that the shipowner (also in the case of carrier-owned/long-leased containers) specifies bindingly to which depot/seaport the empty container is to be returned.
17. Unloaded containers must be returned clean-swept and in the same condition as before the start of transport. Any cleaning and/or repair costs incurred shall be borne by the customer.

### Additional conditions for air cargo shipments

18. Insofar as security checks are to be carried out for unsecured shipments in accordance with the legal requirements (in particular EU(VO)300/200/ and EU(VO)185/2010), the following shall apply:  
alpha trans shall carry out checks by means of X-ray

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technology. If such an inspection is not possible due to the nature or content of the freight/goods, alpha trans shall take follow-up measures to clarify a possible risk in the form of a manual search (supplemented by explosives trace detection if necessary) of the shipment concerned. The customer hereby agrees to the opening of the shipment. The costs of all control measures are to be paid by the customer. The liability of alpha trans for any damage to the goods in connection with the inspections carried out shall be limited to gross negligence and intent. Should delivery deadlines not be met as a result of the inspection measures to be carried out, alpha trans shall not be liable for this, except in cases of gross negligence or intent.

19. The AWB conditions, which can be viewed at <https://www.alphatrans.de/downloads/> are an integral part of the enclosed offer.

*Die deutsche Fassung dieser Vertragsbedingungen ist maßgeblich. Die englische Übersetzung dient lediglich zu Informationszwecken. Es gilt ausschließlich deutsches Recht.*

*The German version of these terms and conditions shall prevail. The English translation is for information purposes only. German law shall apply exclusively.*