

Terms & Conditions

Intermodal Container Logistics

General Terms and Conditions / Liability

We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 - ADSp 2017 - (German Freight Forwarders' General Terms and Conditions 2017). **Please note:** In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to Euro 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg. Our services are based on the basis of current tariffs and rates and the transport companies involved respectively the transport bill of lading or the conditions of the respective shipping companies. In case of discrepancies the provisions of the ADSp shall prevail. In case we carry out heavy haulage services and large volume transports acting as principal, we work in accordance with the general terms and conditions of business of the German federal working group for heavy haulage and crane work in the latest version (AGB-BSK – Allgemeine Geschäftsbedingungen der Bundesfachgruppe Schwertransporte und Kranarbeiten).

The place of jurisdiction for both parties is agreed to be Bonn, Germany. It is agreed that German Law shall be applicable.

The calculation of low water/bunker- and fuel surcharges are according to Am Zehnhoff-Söns tariff. Transport insurances will only be covered if specifically ordered and for an extra charge. The offers are subject to change until fixed degree and exclusive of VAT.

The carriage requires free and unhindered conditions. The client is liable to AZS, regardless of fault for all consequences of incorrect, unclear, incomplete or late information / accompanying documents, as well as for noncompliance with import-, export and transit regulations or other statutory regulations. The registration of export documents by AZS at the seaport requires an express agreement or assignment from the client.

Notice concerning Low Water Surcharge

In case of low water there will be additional charges for full container loads to cover additional costs. The water level that is relevant for the calculation of low water surcharges is measured at the gauging station Cologne (Pegel KÖLN) at 5 am on the day of shipment. A surcharge for low water will be charged at a water level of 195 cm and below. After reaching critical water levels below 105 cm barge transport is restricted and will only be possible to a certain extent.

Please find the amount of surcharges relating to low water in our rate sheet "Low water surcharge". For information on current water levels please check the following website <https://www.elwis.de/DE/dynamisch/gewaesserkunde/wasserstaende/>

General

Notifications of additional costs within 24 hours cannot be guaranteed.

The client has the option of complaining about additional costs within 14 calendar days after notification. The condition of the containers or cargos is generally not checked by AZS or subcontractors.

Notice concerning payment of Detention/Demurrage

Detention and demurrage charges can only be covered if we are responsible for the circumstances leading to such charges. Under no circumstances will we assume liability for circumstances that are beyond our control, such as high or low water, extreme weather conditions, delays at sea ports or similar circumstances.

Notice concerning cancellations (all transport modes)

AZS assumes no liability for congestion, delays or deviating slot/handling times at the hinterland depots, deepsea terminals and terminals on the transport route, unless these are the responsibility of AZS. If, as a result, containers aren't loaded, loaded with a delay or too early, the resulting costs will not be paid by AZS. The client bears any surcharges incurred in the case of handling bottlenecks. Detention costs will only be paid by AZS if the return date of the containers is noted on the transport order and you've received an order confirmation from AZS. If there aren't written any redelivery dates on the order, it's agreed that the loading from the hinterland terminal will be done latest on the second barge/train journey after the delivery date. Any resulting detention won't be paid by AZS. Please note that the transit between seaports & hinterland terminals normally take three days but earlier or later arrivals are possible. Detention or demurrage costs can only be accepted if it could be clearly proven that AZS is at fault. We're excluding liability for unforeseeable events e.g. extreme weather conditions, high water level, low water level or delays at the seaport.

Information on waiting times and extra costs

The estimated time for pickup or delivery of a container at a seaport terminal is one hour. At inland terminals the calculated time frame for pickup or delivery of a container is thirty (30) minutes. For multistops at custom offices or veterinary inspection offices we calculate a time frame of thirty (30) minutes respectively. Please note that we reserve the right to charge extra costs for longer waiting times than those mentioned above. A delivery is also in time if the actual arrival at the customer's address is up to 15 minutes later than the agreed time.

The billing of waiting times will be based on receipts. If there is no receipt it may also be possible that the invoiced waiting time is verified by the telematics data of the respective truck.

Notice concerning deadline for booking entries

We will not be held responsible for extra costs that arise due to incorrect data transferred to us.

All data concerning transportation of import containers have to be provided at least 48 hours before the pickup of the container. All data concerning transportation of export containers have to be provided at least 12 hours prior to the scheduled departure of the train.

Notice concerning storage fees for containers

We grant you 3 days of free storage (including day of gate in and gate out) at the terminals of the Am Zehnhoff-Söns Group. This requires a delivery to the terminal by Am Zehnhoff-Söns and may vary due to separate agreements.

For rail transports that are not handled via terminals of the Am Zehnhoff-Söns Group we grant you free storage for the day of gate in + 1 additional day at the inland terminal.

Containers containing Dangerous Goods cannot be stored at the terminals of the Am Zehnhoff-Söns Group.

Transport of Dangerous Goods and Waste

We offer transportation of containers containing Dangerous Goods (with the exception of Classes 1 and 7) only on specific request and in return for payment of a surcharge. The same applies for containers containing waste (in accordance with Annex VII of Regulation (EC) No 1013/2006). All required documents have to be provided before commencement of the transport. Storage of Dangerous Goods at our inland terminal due to transportation requirements may not exceed 24 hours.

The aforementioned terms and conditions apply unless mandatory legal provisions take precedence or unless agreed otherwise in writing.

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