

GENERAL TERMS AND CONDITIONS

Valid from 01.01.2023

Definition:

- **Customer (Client)** - is the legal entity that has commissioned the service provider (supplier) with the organization and implementation of transport.
- **Service provider (Supplier)** - is FELB, which, depending on the order, provides the services as forwarder or rail operator or container owner.
- **Consignor (Shipper)** - is a legal person who is indicated in transport documents as the consignor, may at the same time be the owner of the goods (seller).
- **Consignee** - is a legal entity indicated in transport documents as consignee, can be goods holder (buyer) at the same time.
- **SOC shipment** - SOC container stands for Shipper Owned Container and implies that a shipping container is owned by the shipper.
- **Third party nominated to receive the goods** - a legal entity nominated to collect the containers from the terminal by the Consignee.
- **Carrier** - company who carries out the transport, in the case of rail transport it is the railway or a railway company
- **Merchant** - includes the booking party, Consignor (shipper) and consignee (receiver of the Goods and any person owning or possession of the Goods in SMGS or CIM or user documents).

FOR = free on rail. (costs for rail)

FOT = free on truck. (costs for rail+trucking)

Transport Validity:

- Our offer is based on current tariffs, exchange rates, payment and transports conditions and without obligation until contracted.
- The validity is based on the departure date of the shipment, not on booking date.
- Subject to accessible and calculated transport routes.
- Transport restrictions in involved countries, especially those which occur after the departure of the shipment can cause extra costs (i.e. demurrage costs, redirection costs) and will be invoiced as per outlay.
- Subject to container availability and free train slot at the time of booking/transport.
- For non-hazardous harmless commercial goods according to ADR/RID.
- For goods packed in safe, standard size and weight packages designed for railway transport.
- Our offer can be terminated at any time and also before the stated validity period expires, if any significant changes to the competitive, operating, collective or monetary environment occur.
- We are working under the terms and conditions of General Austrian Forwarders' Terms and Conditions, the Convention on the Contract for the International Carriage of Goods by Road (CMR), Countries' Agreement on International Goods Transport by Rail (SMGS and CIM Agreement).

Any disputes which may arise in the course of fulfilling this Contract in case of the Parties being unable to come to an amicable settlement are to be submitted for the settlement by Commercial Court of Vienna.

- The present GENERAL TERMS AND CONDITIONS is governed by Austrian law and the applicable international law, including the International Commercial Interpretation Rules "INCOTERMS", the Freight Forwarding Service Model Rules (FIAIA), the standard (general) conditions for negotiable bills of lading for goods in combined transport, the International Convention for the Unification of Certain Rules of Lading (Hague Rules), the UN Convention on International Combined Transport of Goods (Geneva, 24 May 1980), the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and other applicable international instruments and agreements that may be applicable to the particular transport.
- Any transit time in the offer is an estimation based on experience bearing no legal or contractual obligation, and furthermore, it is an indication generated by considering block-train availabilities.
- Delivery dates are subject to the relative freight law (i.e. SMGS article 24). It is expressly pointed out that the approximate delivery times, dates and ETAs stated in the offer are non-binding standard delivery times which are based on information provided by the Carrier. Any liability on the part of the Service Provider (Supplier) in the event of the deadlines and any kind of liability for damage caused by delay shall be excluded without exception.
- The Service Provider (Supplier) shall not be liable for any claims arising out of delay, will therefore not be accepted by the contractor, nor will any costs be reimbursed for damages in the event of delays or late payment penalties for papers sent too late. Any liability on the part of the Service Provider (Supplier) for exceeding loading deadlines/ for the non-observance of "loading windows" is generally excluded, unless the Service Provider (Supplier) has failed to meet these deadlines due to "gross negligence".
- Rates are subject to availability and creditworthiness of customer.
- All rates are valid for 20,000 kgs of payload. Above max. payload additional charges apply.
- These General Terms and Conditions apply to the provision of services in the absence of a separately signed contract between FELB and the Client.

Cancellation fee:

- For WB, EB, LCL services: Free of charge 6 days prior to train departure. Less than 6 days prior to train departure full freight will be charged.
- For WB, EB Xian service: Free of charge 8 working days prior to train departure. Less than 8 working days prior to train departure full freight will be charged (costs as mentioned in offer)
- For EU services only: Malaszewicze – Hamburg / Duisburg / Neuss / Warsaw / Milano and v.v.:
If the booking gets cancelled less than 2 days prior to departure EUR 1500,- / container will be charged
- In case customer decides to make the T1 Document from Malaszewicze to Warsaw by himself, it must be executed in the time frame given by FELB operations. If containers are already loaded on the train and the T1 document is not finished yet, customer must cover all possible occurring costs.
- Cancellation of wagon: €300. To avoid delays and additional charges, we recommend giving us the chance to take care of the T1 document.

Change of destination:

- For shipments already departed to Europe: If the initial booking was placed for any other terminal (Warsaw/Hamburg/Duisburg/Neuss/Regensburg/Milan etc.) and then has been changed to Malaszewicze rail terminal only, following fees will apply:
Change of destination in Westbound: \$300 (including THC)
Change of SMGS in Eastbound: First change of SMGS \$200 per

On-carriage/pre-carriage in Europe per container chassis:

Waiting time:

- **From/to Polish terminals:** 6 hours free, then €50/started hour. (The rate per started day is €400)
- **From/to German terminals:** 2 hours free, then €100/started hour. (The rate per started day is €800)
- **Exception:** If loading/unloading is in Sweden: 1 hour free, then €170/started hour.
- **From/to Italian terminals:** 2 hours free €100/started hour. (The rate per started day on demand)
- **From/to other EU terminals:** must be checked case by case.

- **Custom Stop:** 1 hour free

General cut-off information:

- Booking cut-off: **Recommended 9 days prior departure**
- Document cut-off: **3 days prior departure**
- Container cut-off: **2 days prior departure**
- Unless stated otherwise

	Storage terms and conditions Europe	
Germany		
Hamburg Billwerder & Hamburg KTH & C.Steinweg Süd West Terminal & Eurogate EB & WB: 2 days free thereafter: THC €75 + Storage thereafter: from 4th to 7th day: €60/day/ctr from 8th day to 12thday €160/day/ctr from 13th to 18th day €340/day/ctr thereafter €520/day/ctr	Duisburg DIT & D3T & DeCeTe & Neuss & Krefeld Mandatory EB & WB: surcharge: €3/ctr: 3 days free thereafter THC €75 + Storage thereafter: from 4th to 8th day: €25/day/ctr from 9th day to 14th day €50/day/ctr from 15th day: €75/day/ctr	DUSS Duisburg / Samskip Terminal EB & WB: 2 days free THC €75 + Storage from 3rd to 8th day: €45/day/40ft DV & HC from 9th to 14th day: €60/day/40ft DV & HC from 15th day: €80/day/ctr

Poland EB: Malaszewicze (Terminal CL) Warszawa (Terminal PKP) 4 days free incl. departure date for early delivery: THC €125 + Storage thereafter: from 5th to 19th day: €15/day/ctr from 20th day: €20/day/ctr WB: 4 days free from the day of arrival thereafter: THC €125 + Storage From 5th to 8th day: €30/day/ctr from 9th to 14th day: €60/day/ctr from 15th day: €110/day/ctr	Italy EB & WB: Busto (Terminal Arsizio) Verona (Verona Quadrante Europa) 2 days free thereafter: THC €120 + Storage from 3th to 8th day: €30/day/40ft DV & HC from 9th to 19th day €40/day/40ft DV & HC thereafter €70/day/40ft DV & HC
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Belarus EB: 2 days free incl. departure date for early delivery: THC €125 + Storage thereafter: from 5th to 19th day: €15/day/ctr from 20th day: €20/day/ctr	Other terminals Costs as offered by sales department
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Storage terms and conditions		
Russia		
Moscow		
Vorsino WB: 2 days free from the day of arrival THC \$350,-/ctr Storage cost: from 3rd day: \$60,-/day/ctr from 4th to 10th day: \$80,-/day/ctr from 15th day: \$150,-/day/ctr	Electrougli WB: 2 days free from the day of arrival THC \$340,- Storage costs: from 3rd to 8th day: \$60,-/day/ctr from 9th to 15th day: \$80,-/day/ctr from 16th day: \$140,-/day/ctr	Selyatino WB: 2 days free from the day of arrival thereafter: THC \$260,-/ctr Storage costs: from 3rd to 10th day: \$35,-/day/ctr from 11th day: \$95,-/day/ctr
Hovrino WB: 3 days free from the day of arrival THC \$360,- Storage costs: from 4th to 14th day: \$50,-/day/ctr from 15th day: \$80,-/day/ctr	Silikatnay WB: 2 days free from the day of arrival THC \$320,- Storage costs: from 3rd to 5th day: \$35,-/day/ctr from 6th day: \$95,-/day/ctr	Bely Rast WB: 2 days free from the day of arrival THC \$340,- Storage costs: from 3rd to 7th day: \$50,-/day/ctr from 8th to 14th day: \$70,-/day/ctr from 15th day: \$140,-/day/ctr

Kupavna WB: 5 days free from the day of arrival THC \$400,- Storage costs: from 6th to 13th day: \$30,-/day/ctr from 14th day: \$40,-/day/ctr	Kristy WB: 3 days free from the day of arrival THC \$290,-/container Storage costs: from 4th to 9th day: \$30,-/day/ctr from 10th day: \$50,-/day/ctr	
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Saint Petersburg	Other terminals
Shushary WB: 2 days free from the day of arrival THC \$400,-/ctr Storage costs: from 3rd day: \$35,-/day/ctr CTSP WB: 10 days free from the day of arrival THC \$400,-/ctr Storage costs: + add case by case	Costs as offered by sales department

- The transport contract shall be deemed to have been fulfilled when the consignment has arrived at its destination. Subsequent instructions by the consignor after the handing over of the goods to the carrier can only be carried out to a limited extent. No liability shall be assumed for loss of or damage to goods in open wagons or open-top containers, FLAT/platform containers, mafi-trailers. If empty containers are made available for loading in accordance with the order ("shipper's load, stow and count"), these must be checked immediately on delivery for external integrity and suitability for loading, in particular odour contamination, temperature setting, cleanliness, etc. In the event of complaints, these are to be reported to the Service Provider (Supplier) immediately in writing/electronically. If such a report is not made, the container(s) shall be deemed to be undamaged and suitable for transport. The Service Provider (Supplier) shall then not be liable for any cargo damage which occurs as a result of such defects in the container which were present at the time of loading.
- Unless otherwise agreed, the Customer (Client) shall be responsible for returning the empty containers in internally cleaned condition to the place indicated by the Carrier/Service Provider within FREETIME.
- If the Containers are not returned within FREEPORT, the Customer shall be liable for delay and demurrage at the local and prevailing rates for container demurrage or detention and in addition for other damages and costs arising out of such failure to return or late return of the Containers, including damages and costs incurred by the carrier or its agent in recovering the Containers.
- In the event that the Service Provider (Supplier) has assumed responsibility for the return of the empty containers, the Customer (Client) shall take over compensation for all costs, charges and expenses of any kind incurred during the return of the empty containers due to actions, omissions by the Customer (Client), by a contractual partner of the Customer (Client) and by third parties (consignees) attributable to the Customer (Client) and/or due to delays of any kind (also due to official acts, e.g. customs). In addition, the Customer (Client) shall indemnify the Service Provider (Supplier) for all demurrage costs/detention costs/expenses/demurrage etc. irrespective of fault.
- The client himself is responsible for the proper securing of the load, packaging suitable for transport and stowage in the container. This also applies if a third party commissioned by the Client on his behalf or the consignor actually takes care of it. When using packaging made of solid wood, the International Standards before Phytosanitary Measures (ISPM 15) must be observed.

- Such services (packaging services, stowage services, etc.) shall be provided by the contractor only upon express written order and additional payment. The provisions of the AÖSp are also expressly agreed for such services.

- The obligation to accept the cargo at the destination is binding and obligatory. Should the consignee fail to take delivery of the cargo on time, for example due to customs technical difficulties, project-specific delays or commercial differences, all costs shall be borne by the Customer (Client). The Customer (Client) shall also bear all costs in respect of late or defective return of containers even if the consignee is responsible for this. The consignee is thus attributable to the consignor/principal.

- If the Customer (Client) is not specified as the consignee in transport documents, he is obliged to inform the consignee specified in transport documents at the place of delivery about the obligations regarding the procedure of receiving the goods and returning the container and to inform him that the Provider (Supplier) is entitled to claim the additional costs directly from the consignee in case of additional costs caused by the consignee. If the consignee instructs the Provider (supplier) to hand over the container to him, the consignee agrees to these GTC and becomes a third party designated by the Customer (Client) at the place of handover. The consignee specified as such in transport documents may instruct a third party to collect the containers. Should this third party cause damage, the consignee is liable for this party and assumes all damage caused by the third party.

- **Detention *) terms and conditions:**

- 7 days free including arrival date
- 8-15 days: \$30/day/container
- 16-25 days: \$40/day/container
- 26-40 days: \$50/day/container
- 41-55 days: \$60/day/container
- 56-70 days: \$70/day/container
- 71-100 days: \$80/day/container
- 100+ days: assumed as container lost > \$8,000/40ft HC will be charged

- **Detentions terms and conditions – Reefer Units:**

- 2 days free \$150 per day afterwards until empty return at nominated depot

- **Storage terms for LCL in Hamburg/Warsaw/Italy/Duisburg (ONLY stackable cargo):**

- 4 days free from the moment of sending of ATB Day
- 7-14: €5/ton/day Day
- 15+: €8/ton/day Minimum charge: €70/shipment

***) Detention refers to the charge that the merchant pays for the use of the container outside of the terminal or depot, beyond the free time period.**

• **Our offers exclude:**

- possible demurrage costs
- possible costs for export/import customs inspection
- possible costs for public fees and charges according to the outlay
- possible extra costs incurred through default of your own
- possible extra costs for special performances requested by the client
- surcharges for non-ferrous metals which are applicable also for small quantities
- transport insurance
- local costs Asia/Russia/Europe
- storage/container costs in Asia
- empty container damage or cleaning expenses for by FELB provided container
- possible House Bill of Lading (HBL) costs €25
- possible change of invoicing (for example consignee to shipper): €25
- additional costs & procedures in Zabaikalsk based on decision by customs authorities

• **Services on request:**

- customs stop – import/export
- multi-stops
- pre/on-carriage
- special request for container depot (container pick-up & return)
- chassis rental

• **For all below mentioned services we will charge an administration fee as follow:**

- 1 – 3 services € 100,- / container
- more than 4 services € 150,- / container

Additional costs Westbound	Container	VAT
X-Ray inspection in Zabaikalsk excl. THC	220 USD	0%
THC for customs inspection in Zabaikalsk	200 USD	0%
Temporary storage at Zabaikalsk depot/contr/per day	37 USD	0%
Weighing / contr. excl. THC, Shunting	130 USD	0%
Seal device (in Poland and Russia) excl. THC	30 USD	0%
Physical inspection of cargo in Zabaikalsk (into same container) excl. weighing, Seal, THC, Shunting	330 USD	0%
Shunting for physical inspection	250 USD	0%
Representative agent during inspection/day/container - on request	300 USD	0%
Sanitary Inspection Poland excl. THC, Storage	350 USD	0%

- **HS codes:**

- When placing the enquiry, shipper is responsible to provide FELB with an eight digits HS code of the cargo, to check its transport acceptance via Russia and China.
- If the HS code hasn't been provided and confirmed by FELB until the moment of booking, shipper bears full responsibility for possible occurring extra costs (rerouting, inspection, storage, return of the loaded container etc.).
- If HS code is not provided to check at the time of booking, it may delay the actual departure. If shipper requires urgent transport without checking the HS code, FELB is not responsible in the case HS code not being accepted at some point along the route.
- FELB is not responsible if HS Codes and cargo have no match by verification due to customs etc.
- Special stuffing/packaging/loading/booking instructions.
- Bookings will only be accepted with valid offer number.
- The cargo must be properly stowed and secured according to IMO/ILO/UNECE Code of Practice for Packing of Cargo Transport Units (CTU Code).
- The cargo weight distribution within the container needs to remain balanced
- 20ft containers can be dispatched only in pairs.
- Pairs of 20ft containers must not exceed a weight difference of more than 2 tons.
- Maximum gross weight of a container including tare must not exceed 30 tons.
- Depending on pre- or on-carriage in Europe, the gross weight may be lower than 30 tons.
- All containers have to be properly sealed with a metal seal by the loading place.
- It is recommended to complete booking minimum 7 days in advance unless stated otherwise.
- There is no guarantee for departure if any of cut-off dates is missed.
- Heavy single items require a weight distributing substructure as the weight of such items could be too high for the container floor. The maximum values for the floor load capacity of standard containers are 4.5 tons/m (20ft container) and 3 tons /m (40ft container).
- For eastbound trains, we request seven photos of stuffing cargo. If photos are not provided, we cannot guarantee your cargo will be processed at Manzhouli border.

- **Instructions for 7 photos procedure:**

1. empty container prior to loading showing container condition and interior container number,
2. 1/2 loaded container showing interior container number,
3. fully loaded container with open doors showing interior container number,
4. fully loaded containers displaying reinforcement and cargo lashing,
5. fully loaded container with right door closed displaying container number,
6. fully closed container with correctly positioned seals also displaying container number,
7. seal and lock detail.

- **Terms and Conditions for T1:**

*) In case customer decides to make the T1 Document from Malaszewicze to Warsaw by himself, it must be executed in the time frame given by FELB operations. If containers are already loaded on the train and the T1 document is not finished yet, customer must cover all possible occurring costs: Cancellation of wagon €300,- (excl. storage, handling)

T1	FCL	LCL
Poland *	<p>Local Costs Europe via Polish Rail terminals:</p> <ul style="list-style-type: none"> • T1 (not included): \$82 includes 1 HS code only For each additional HS Code: +\$7/item • Customs guarantee: Invoice value x 0.05% mandatory and due always \$60 penalty per day after expired T1 Deadline + administration Fee of EUR 100,- 	<p>Local Costs Europe via Polish Rail terminals:</p> <ul style="list-style-type: none"> • T1 (not included): \$82 includes 1 HS code only, for each additional HS Code: +\$7/item • Customs guarantee: Invoice value x0.05% (if invoice value > €10,000) – mandatory \$60 - penalty per day after expired T1 deadline
Germany	<p>Local Costs Europe via German Rail terminals:</p> <ul style="list-style-type: none"> • T1 (not included): \$82 (includes 1 HS code only) For each additional HS Code: +\$7/item • Change of Custody \$20 • Customs guarantee: If invoice value < €300,000 • Invoice value *0.05% (if invoice value > €300,000 – mandatory and due always) 	<p>Local Costs Europe - via German Rail terminals:</p> <ul style="list-style-type: none"> • T1 (not included): \$82 (includes 1 HS code only) For each additional HS Code: +\$7/item • Customs guarantee: Invoice value x 0.05% (if invoice value > €10,000) – mandatory and due always
Italy	<p>Local Costs Europe via Italian Rail terminals:</p> <ul style="list-style-type: none"> • T1 (not included): \$82 includes 1 HS code only, for each additional HS Code: +\$7/item • Customs guarantee: If invoice value < €300,000 • Invoice value *0.05% (if invoice value > €300,000 – mandatory and due always) 	<p>Local Costs Europe - via Italian Rail terminals:</p> <ul style="list-style-type: none"> • T1 (not included): \$82 includes 1 HS code only. For each additional HS Code: +\$7/ item Customs guarantee: Invoice value x 0.05% (if invoice value > €10,000) – mandatory and due always
Hungary (Budapest)	<p>Local Costs Europe via Hungarian Rail terminal:</p> <ul style="list-style-type: none"> • T1 (not included): \$82 includes 1 HS code only For each additional HS Code: +\$7/item • Customs guarantee: If invoice value < €300,000 • Invoice value *0.03% (if invoice value >€300,000 – mandatory and due always) 	

•All countries: Change of customs documents (ATB, DSK, T1) EUR 100,- / document

- **Obligation for customer:**

- The client is obligated to provide the stamped SMGS copy of each container after arrival at final destination, not later than 90 (ninety) days from the date of services rendering for providing them to taxation authorities in accordance with legislation of Russian Federation.
- In case of customer's failure to submit to freight forwarder documents provided by the tax code of the Russian Federation for acknowledgement of the tax rate under the VAT of 0%, the customer shall pay freight forwarder penalty at the rate of 20% (twenty percent) of the cost of freight forwarder's unconfirmed services.

- **Required transport documents:**

- Requested documents (commercial invoice, packing list, EX-1, certificates, etc.) per container must be sent by Consignor (shipper) on document cut-off date, however not later than 3 days before departure. The documents provided will be used during the whole transportation (for example: For issuing SMGS, CIM, T1, ATB, CMR ...).
- Change of documents during the transport is not possible. All documents must be issued in English (no other language will be accepted by us).

- **At packing list (and invoice) following information must be mentioned:**

- Seller and Buyer
- Number of packages according to each NHM code.
- Gross- and net weight according to each NHM code.
- Value of goods according to each NHM code.
- Container number and Seal number

•The Consignor (Shipper) carries full responsibility for correctness of provided documentation. We bear no liability in case of incorrect, insufficient and/or delayed documents. If information is missing or incorrect at shipper's documents, customs problems might occur. In such case shipper will be held liable. Customs authorities are allowed to check container during transportation anytime. Occurred costs by customs control are at the expense of the cargo, which means shipper or consignee must pay them. These costs may vary from case to case and will be invoiced afterwards. In case of confiscation a letter of guarantee must be provided to confirm possible penalty charges. The costs incurred during customs inspection are charged to the cargo, i.e. the consignor or consignee (depending on delivery conditions, jurisdiction and instructions at booking) must pay them. These costs may vary from case to case and will be invoiced subsequently. In the event of seizure, a letter of guarantee must be provided by the party bearing the risks of loss of the goods at that time to confirm possible penalties. The Customer (Client) must provide this information to the Service Provider (Supplier) without delay if it is not apparent from the Booking and Transport Order.

- **Pick up procedure:**

- Pick up reference and all additional information for Westbound shipments will be communicated in cargo arrival notice.

- **Customer responsibilities – container management:**

- If carriage was booked as SOC shipment, customer shall provide containers in a safe and cargo-worthy condition in accordance with UCIRC standards and having a CSC plate valid for at least 120 days. If Customer couldn't provide clean and safe container or his CSC plate is expired or missing, owner shall repair the container and Client shall be responsible for all reasonable and documented repair, cleaning or CSC plate renewal expenses.

- Upon delivery to Consignee, Customer shall assume any and all responsibility arising from possession or utilization of the container and indemnify owner, including its agents, from any and all liability resulting from the operation of the container by Client.

- Client is responsible for ensuring that container from which goods have been unpacked, was left in a clean and cargo worthy condition (including the removal of labels). FELB will reimburse the Customer for any cleaning costs and other expenses that may have incurred by failure to do so.

- Client has the right to inspect the container before the pick-up of the container from the Container Terminal. If the provided container is defective, damaged, polluted, or unsuitable for the carriage of goods, it has to be rejected and claimed immediately. Please ensure you notify FELB prior to collection so we can swap the container to avoid additional charges. If the Client accepted released container "as is" without taking clear pictures of container condition before and during loading and after unloading, FELB reserve the right to hold the Client liable for the damages claimed by FELB's nominated container depot at the place of destination.

- We recommend Shippers at origin to take photographs of empty container as well as the consignees at destination once container is empty.

- If a container is damaged and/or requires cleaning and if the total cost of the same container including repair handling charges exceeds \$50 per container, user shall be responsible for paying the total amount without deductions. For assessment of damage, UCIRC shall apply. Any transportation and/or handling costs incurred in moving the container to the nearest repair facility are for user's account. Owner shall notify user if repairs mount up to more than \$50. Merchant shall be allowed first option to repair or hire a surveyor for container check prior to owner effecting repair and billing of Merchant, such option is to be declared within 5 working days of receipt of the repair estimate. If Merchant does not select this option, owner shall repair the container and Merchant shall be responsible for all reasonable and documented repair costs. If repair cost exceeds the depreciated value, (DV) the container shall be considered a total loss.

- If repairs are performed by client, client shall abide by repair standards as per UCIRC and material must be of similar quality and type as material removed. Repairs, when complete, are subject to acceptance by owner, such acceptance not to be unreasonably withheld.

Any container and cargo damage must be reported immediately by the Service Provider (Supplier) in writing. Concealed damage must be reported no later than six days in writing after the takeover of the container.

- **Service Provider (FELB) shall not be held liable for:**

- correspondence of the number of packages and weight declared in the shipping documents to the actual number of packages and cargo weight; The Service Provider (Supplier) is not obliged to check the weight specifications of the Customer (Client).
- Insofar as non-compliance with the specifications - in particular by specifying an incorrect container weight (VGM - verified gross mass) in the case of FCL consignments or an incorrect weight in the case of LCL consignments - results in damage (e.g. due to missed delivery deadlines), the Service Provider shall not be liable for this.
- If the Service Provider, Carrier or a Third party suffers damage due to incorrect weight information of the Customer (Client) or Consignor (Shipper), the Customer (Client) be obliged to compensate the Service

Provider (Supplier) for such damages in full and to indemnify the contractor against claims for damages by Third parties.

- shortages inside the packages which have been accepted/handed over undamaged.
- in case of any loss, shortage or damage (spoilage) of all or any part of the cargo due to the fault of the Carrier which is contracted by the Service Provider (Supplier) for cargo transportation, the Service Provider (Supplier) shall be liable to the Customer for failure to perform its obligations under the Contract in accordance with the laws of Austria.
- After having been reimbursed by the Carrier, the Service Provider (Supplier) shall reimburse the Customer fully up to the limit of liability of the carrier to the Forwarder.

- **The Customer shall be held liable for the losses of the Service Provider (Supplier) caused by:**

- improper performance of the obligations under the present GENERAL TERMS AND CONDITIONS.
- any actions which resulted in vehicle demurrage and cargo storage in the rolling stock – in accordance with the penalty imposed by the transportation organization.
- If it is found that the documentation does not correspond to the goods to be carried, the Customer shall be liable for losses incurred by the Service Provider (Supplier) and shall also be liable for penalties levied by the railway and other organizations.
- It is expressly pointed out that the AÖSp limit the liability of the freight forwarder (here the Service Provider (Supplier) in all cases and without exception. According to §54 lit a Zi 2 AÖSp the liability of the freight forwarder in case of loss of or damage to the goods shall be 1.09 per kilogram gross of each collo damaged or lost but not more than € 1,090.09 per claim. For all other damage, the liability of the freight forwarder is limited in accordance with § 54 lit a Z 3 AÖSp to a maximum of € 2,180.18 per claim.
- It is expressly pointed out that the liability exclusions and limitations of liability of the AÖSp are only valid in case of deliberate and intent (and not in the case of gross negligence). The burden of proof for this qualified form of fault (deliberate recklessness and intent) lies with the claimant.

- An agreement on a declaration of value or interest cannot be agreed. The contractor expressly objects to any kind of declaration of value or interest, in particular those which could increase the maximum liability amounts liability limits provided for in international conventions. The Service Provider (Supplier) expressly points out that also any kind of declaration of an order value, value of goods (etc.) - in whichever way (in invoices, orders, delivery notes, offers, etc.) - shall in no case lead to an agreement on a declaration of value or interest, even if no express objection is made by the Service Provider (Supplier).

- An agreement to increase or waive maximum liability limits stipulated in contractual conditions or in international agreements is not possible. In addition, it is agreed that the AÖSp do not extend or modify the liability of the Carrier (limits of liability, degree of fault, etc.) or the attribution of fault to people or other Third parties in favour of the Customer (Client) in derogation of statutory provisions such as Art. 25 MÜ, Art. 36 CIM, Art. 21 CMNI, etc. and other provisions of special freight law.

- In the case of multimodal carriage (carriage via different modes of transport), liability shall be governed by the AÖSp, unless bilateral mandatory statutory provisions apply which provide for other regulations. If the exact place where the damage occurred cannot be proven in the case of multimodal carriage, whereby the burden of proof lies with the claimant, liability shall again be assessed in accordance with the provisions of the AÖSp, unless mandatory statutory provisions provide otherwise.

- **Transport insurance:**

- As the liability of the Service Provider (Supplier) is limited, it is recommended to take out transport insurance. Pursuant to §35-37 AÖsp, transport insurance shall only be taken out by the Service Provider (Supplier) after an express written order by the customer stating the insured value and the risks to be covered. The forwarding insurance required by the AÖsp in accordance with the provisions of the forwarding insurance certificate is, however, automatically covered by the Service Provider (Supplier).

- **Transport insurance:**

- 14 days after the invoice issue date. Our invoices are issued immediately after train departure. In case of any additionally occurred costs, we reserve the right to invoice our customers within one year from the shipment date.
- Prompt payment for extra charges/additional costs, like T1, add. Customs stop, change of destination, etc.
- For customer requests regarding changes to invoices we will charge additional €50 per invoice.
- In the event of late payment, the freight forwarder may charge interest on arrears at the rate of 0.1% for each day of delay.