

Our general standard terms and conditions

1. The German "Allgemeine Deutsche Spediteurbedingungen" (ADSp, General German conditions for forwarding agents, last version) are considered to be stipulated for every order, despite § 2.3 of the German ADSp. For transport services in the commercial local freight traffic carried out by us the German "Allgemeine Beförderungsbedingungen für den gewerblichen Güternahverkehr mit Kraftfahrzeugen" (AGNB, General transport conditions for the commercial local freight traffic with motor vehicles, latest version) are valid. In addition to that, the following conditions are valid. Declarations and conditions of the client which do not correspond to the conditions mentioned above are not valid, even if we do not contradict to them expressively in any single case. To be binding, particular agreements always require the written form.
2. The client accepts the guarantee that the ground situation of the place of work and/or the access roads allows a proper and not dangerous execution of the order if these are no public roads or places. Principally, the good to be moved must be placed at disposal in a state to be able to be transported. In case of non-compliance of these conditions the client is liable for all damages and additional costs arising from that.
3. The execution of orders which require permission by authorities, are stipulated under suspensive condition of permission given in time.
4. We are entitled to engage other entrepreneurs for the execution of the order. In that case, we only are liable for a careful and conscientious selection if there is no intentional or gross negligent action.
5. The client is obliged to indicate at the moment of giving the order all circumstances which are important for a proper execution, especially the complete address of loading and de-loading, eventual duty prescriptions, the correct dimensions and weights and eventual particularities of the good to be moved. After having given the order, the client is not allowed to give any instructions to the personal or to the companies engaged by us without our expressive agreement, which differ from the stipulated form of carrying out the order and from its scale stipulated. If the client violates these stipulations he is obliged to reimburse all damages and additional costs arising from that to us and to the workers engaged by us and to deliberate us and the thirds engaged by us from all claims of thirds. The condition of § 254 BGB is not applied to our charge.
6. In no case we are liable for damages of all kind arising from the non-compliance of dates, the fail of vehicles and/or similar facts if there is no intentional or gross negligent action. And we are not liable for direct or indirect damages arising from positive contract violation, from fault at the moment of concluding the contract and from illegal action if there is no intentional or gross negligent action. If according to that a liability might arise for us, this liability is limited to the hourly rates for wait periods stipulated in the order confirmation but only up to the maximum of the order sum.
7. If our carefully proved opinion before or during the use of vehicles, devices and work installations of all kind results in the probable estimation that their use may cause damages for goods and/or assets, or that it cannot be carried out or continued as intended because of an essential reason, we are, under exclusion of reimbursement claims of any kind, entitled to withdraw from the order. The payment will be calculated proportionally.
8. The client is obliged to deliberate us and other companies participating in the execution of the order given to us and our and their workers when executing orders, especially in enterprises or on the ground of thirds, and when cooperating or helping at assemblies of all kind, in full extent from claims of thirds and reimbursement

claims from the part of insurance companies, if the damage must not be reimbursed by our insurance companies.

9. If the order given to us is postponed or cancelled because of reasons which are not caused by us, especially at initiative of the client, we are, entitled to require by the client a one-off sum of a third of the stipulated freight (net) amount (See also HGB – German Commercial Law – §415 Nr. 2).

Cancellations up to 1 working day before the date of transport we are entitled to charge 100 % of the agreed freight.

Cancellations up to 2-5 working days before the date of transport we are entitled to charge 70 % of the agreed freight.

Cancellations up to 6-10 working days before the date of transport we are entitled to charge 50 % of the agreed freight.

10. If by the use of our cranes, vehicles, devices and work installations of all kind or by our workers and/or workers of companies engaged by us a direct or indirect damage should arise we and the participated companies in no case accept liability exceeding the amount which must be paid as reimbursement by our insurance companies according to legal prescriptions within the scope of the insurance conditions. The conditions and the amounts of the insurance sum are present in our office and on request can be placed at your disposal. The mentioned insurances in no case replace a transport and assembly insurance. We only cover those insurances with special agreement what is charged to the client. In case of a damage we comply with our obligation by assigning the claims against the insurance companies to the clients; then there are no further claims against us. The persecution of the claims against the insurance companies by us only is made on base of a particular written stipulation and only with invoice and risk for the client.

11. Place of fulfilment and jurisdiction – also for legal cheque and bill proceedings – for both parts is Ludwigsburg. The application of German law is stipulated, also in case of orders abroad.

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