



HAEGER & SCHMIDT LOGISTICS

General Conditions of Transport for Inland Waterway and Sea Transports, Project Logistics and Forwarding

(ATB)

Haeger & Schmidt Logistics GmbH

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I. SCOPE OF APPLICATION

1. These General Conditions of Transport (ATB) apply exclusively to customers (consignors) who upon contract conclusion act in the exercise of their commercial or independent professional activities, as well as to legal persons or special funds governed by public law.

2. These ATB apply to all inland waterway and sea transports, project logistics and forwarding, with the exception of container transports. The ATB shall continue to apply in the future, without any need for any further reference to their inclusion.

3. Deviating declarations in written offers or transport statements of Haeger & Schmidt Logistics (HSL) take precedence over the regulations contained in the ATB.

Deviating declarations and business terms and conditions of the consignor shall not apply even if HSL does not object to them upon conclusion of the contract. They shall be binding only if they are expressly acknowledged by HSL. Counter-confirmations by the consignor with differing conditions are hereby rejected.

II. CONTRACTUAL BASIS

1. For **inland waterway transports**, even if these are provided in connection with a freight forwarder service, the International Shipping and Transportation Conditions (IVTB) apply, as amended. In supplementation thereto, German law shall apply; in the case of cross-border transport, priority shall be given to CMNI.

2. For **freight forwarding activities**, the "General German Freight Forwarders' Standard Terms and Conditions (ADSp 2017)" apply.

Note: The ADSp 2017 differ in Clause 23 from the law with regard to the maximum liability amount for cargo damages (Section 431 HGB), as they limit the liability for multi-modal transportations, including carriage by sea and for an unknown site of damage to 2 SDR/kg, and otherwise the standard liability of 8.33 SDR/kg, additionally to 1.25 million euros per case of damage, and 2.5 million euros per loss event, but at least 2 SDR/kg.

3. For **carriage by sea** the regulations of GenCon C/P Box 94 apply with priority. Insofar as no conditions under freight and/or liability law are agreed, or the conditions violate mandatory law, the provisions of German maritime law apply under Section 476 et seq. HBG, providing that HSL is not responsible for a fault of the staff and the crew, if the damage arises through a fault in the management or other operation of the ship, but however not for the implementation of measures predominantly taken in the interests of the consignment, or by fire or explosion on board the ship.

The IVTB, ADSp and GenCon C/P are available at <http://www.haegerundschmidt.com/dokumente/> and shall be sent on request.

III. ADDITIONAL CONDITIONS

1. SUBCONTRACTORS

HSL is authorised to commission other contractors in whole or in part with the logistics services it has accepted.

2. TRANSPORT INSURANCE

HSL shall not obtain a transport insurance policy without express and confirmed agreement.

3. HSL'S LIABILITY

(1) The liability as well as exclusions and limitations of liability of HSL is determined by the respective applicable conditions or statutory provisions for the areas of activity listed in II. No. 1 – No. 3.

(2) Exclusions and limitations of liability do not apply in the event of injury to life, limb, health, or in the case of gross negligence.

(3) For activities outside the areas of activity listed in II. No. 1 - No. 3, HSL's liability is limited to intent and gross negligence.

(4) The loss of the right to exclude or limit liability is determined by the respective mandatory provisions of international conventions applicable for the transportation or the applicable national law.

4. WASTE TRANSPORTS

The customer must provide HSL with all documents and information necessary for carrying out the waste transport prior to acceptance of the order. The customer is solely responsible for declaring the waste correctly and according to the applicable legal regulations. It is also liable, even without fault, for all damages and expenses incurred by HSL or the executing carrier due to the fact that information is missing, incorrect or incomplete.

5. SPECIAL AGREEMENTS FOR SHIP TRANSPORTS

a) Low water

It is understood that low water from when the water levels fall below those agreed in the contract is a natural event within the meaning of § 13 No. 1 d) IVTB and the legal consequences listed in § 13 IVTB apply.

b) Cleaning of the ships

(1) The ship must be cleaned according to the cleaning codes of the CDNI (Convention on the collection, deposit and reception of waste produced during navigation on the Rhine and inland waterways) after completion of the transport(s).

(2) The customer is obliged to ensure that the cargo recipient takes remaining cargo, cargo residues, waste as well as the washing water from the cargo area. If the above-mentioned obligations are not fulfilled by the recipient, the customer is liable, even without fault, for all damages and expenses resulting from the non-fulfilment.

(3) The laytime ends with the return of the cleaned ship and delivery of the duly signed unloading certificate.

6. DAMAGE REPORTS

Externally visible damages and losses must be indicated immediately. If this is not done at the latest on delivery, it is assumed that the goods were delivered in the same state and in the same quantity as they were handed over for carriage.

Externally undetectable damages and losses must be reported in writing within 7 consecutive calendar days after delivery, whereby the general nature of the damage must be indicated and the aggrieved party

must prove that the damage occurred while the goods were in the custody of HSL.

IV. CONCLUDING PROVISIONS

1. PAYMENT DEADLINES AND SET-OFF PROHIBITION

Invoices shall be due for payment within 15 calendar days.

A retention or offsetting of claims against HSL from contracts and related non-contractual claims is only allowed if the counter-claim due is undisputed, ready for decision or legally established.

2. PLACE OF PERFORMANCE AND JURISDICTION

The place of performance and jurisdiction for all disputes is Duisburg. HSL is nonetheless free to sue the consignor and/or recipient in a court competent for them.

3. LANGUAGES

These Conditions of Transport are available in German, Dutch, French, and English. In the event of doubt regarding the interpretation, the German version is decisive.