

# FREIGHT AND TERMS AND CONDITIONS OF GEIS AIR + SEA GMBH

## FREIGHT CONDITIONS:

### IN GENERAL:

1. Our quotation is based on "general cargo", is non-binding until final acceptance and requires normal, unchanged transport conditions, unimpeded transport routes and a safety arrival at the final destination. Continuation of the previous freight rates, value ratios and tariffs are presupposed.
2. Additional charges for which we are not responsible, such as storage fees, waiting times at the shed/warehouse, at the customs office or during unloading, costs for customs inspection, duties / taxes etc. as well as expenses to third parties such as assignment fees, delivery order fees etc., toll fees and transport insurance are not included in our quotation.
3. The choice of carrier and transport route is under responsibility of Geis Air + Sea unless specific carriers are requested and agreed upon.
4. Transport insurance will only be arranged on special request. On request we will provide you with our current rating schedule.
5. Issuing of export documents, L / C processing fees and/ or document courier fee are not included in our quotation and will be invoiced separately when required.
6. Transport worthy packaging is required.
7. Not explicitly stated charges are not included in our quotation and will be billed separately.
8. We do not guarantee fixed dates. The mentioned or agreed dates are (a guideline) are guidelines only.
9. Our quotation requires freight payment in Germany. The foreign currency is converted in accordance with the respective additional conditions for air and sea freight (see below).
10. In accordance with para. 18.1 ADSp freight forwarder's invoices are due immediately. If a credit limit is approved by our credit insurer, we will sign a separate bilateral payment agreement with your company. The valuation of the loan amount is based on the already billed shipments plus the turnover of shipments which are still in progress.
11. The import duties, such as customs and VAT are calculated by means of a tax notice (display / voucher) plus a disbursement fee.

### AIRFREIGHT:

1. The weight / volume ratio is of 1: 6 is agreed, i.e. 1 cbm corresponds to a chargeable weight of 167 kg.
2. All quoted rates are based on the chargeable weight.
3. The transport service is exempt from VAT as a cross-border transport for third country flights according to § 4 No. 3 UStG. The prices offered do not include any statutory value added tax that applies to flights within the EU.
4. Shipments from unknown supplier or "unsecured" air freight must be secured by a regulated agents in accordance with legal requirements (e.g. x-ray). If dark alarm is triggered a visual inspection is necessary to maintain the status "secured" additional charges for this service (procedure) will be passed on as per outlay.



5. The Conversion of a foreign currency is based on the current exchange rate at the date of billing.

#### **SEA FREIGHT:**

1. Rates provided are based on the current market level, subject to the implementation of a PSS (Peak Season Surcharge) or GRI (General Rate Increase). Surcharges, such as BAF, CAF, War Risk, Congestion, LSF, Imo 2020, are valid at time of shipment (vatos) even if these are included in our quotation. We reserve the right to adjust our quotation if new or current unknown charges will be placed.
2. Our quotation is subject to space and equipment availability at the time of booking and with a carrier of our choice.
3. Since July 1<sup>st</sup>, 2016 it is mandatory in accordance with the SOLAS (Safety of Life at Sea) regulations, to submit a confirmed gross weight (VGM-Verified Gross Mass) before loading a packed container on board of a vessel. The correct recording, documentation and transferring of the VGM is under the shipper's responsibility. The shipper must provide us the VGM data in time to make sure that we can adhere the VGM cut-off date. We charge a VGM coordination fee for this service. For LCL shipments Geis Air + Sea is responsible to submit the VGM of the packed container.
4. Transport charges are based on a live loading/unloading process in Germany of 2 hours
5. Charges for demurrage (delayed container pick-up) or detention (delayed container empty return) are not included in our quotation and may vary depending on the shipping company.
6. Our calculation is based on the empty return of the container at the inland container depot, but this cannot be guaranteed. In exceptional cases, it may be necessary to return the containers to the seaport or the shipping company may charge a drop-off fee.
7. To increase the security measures, containers must be sealed by the customer with "High Security Seals", in the United States traffic is mandatory according to ISO / PAS 17712.
8. Sea freight is converted at the applicable ship rate. Any foreign currencies that may arise are converted at the current daily exchange rate at the time of billing.
9. Worldwide, container depots will not accept contaminated or damaged containers have to invoice you for any resulting extra charges.

#### **TERMS AND CONDITIONS:**

1. We work exclusively on the basis of the General German Carrier Conditions 2017 - (ADSp 2017) and, insofar as these do not apply to the provision of logistical services - according to the logistics terms and conditions, as of March 2006. The ADSp 2017 and the logistics terms and conditions are available at <http://www.geis-group.com> available in the download area. Note: The ADSp 2017 (in section 23) deviate from the law with regard to the maximum liability amount for damage to goods (§431 HGB) by reducing the liability for multimodal transports, including sea transport and where the damage location is unknown, to 2 SDR / kg and otherwise the standard liability from 8.33 SDR / kg to an additional 1.25 million euros per claim and 2.5 million euros per loss event, but at least 2 SDR / kg.
2. Our invoices are in accordance with para. 18.1 to settle ADSp immediately. Default interest is calculated in accordance with the statutory provisions.



Global Logistics

## COVID-19 PANDEMIC - DISCLAIMER

The global pandemic of the novel Corona virus ("Covid-19") has had an exceptionally strong impact on the demand for vessel space, with serious implications for the global availability of spare capacity in the sea freight market. On the other hand, most airlines have either suspended or severely reduced their flights. Accordingly, the loading capacity in the passenger aircraft is eliminated and only limited capacity is available in the form of freighter flights. Should Covid-19 result in a limited or delayed transport process, we would therefore like to point out as a precautionary measure that this is an unavoidable event (force majeure) and that Geis Air + Sea GmbH must therefore refuse liability for possible consequences (e.g. for the non-provision of services).