

**GENERAL TERMS AND CONDITIONS**

**Validity:**

- our offer is based on current tariffs, exchange rates, payment and transport conditions and without obligation until contracted
- 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 CMR/CIM/SMGS
- 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 taking into account block-train availabilities. Delivery dates are subject to the relative freight law (i.e. SMGS article 14; §1).
- **Cancellation fee:**
  - Free of charge 7 days before loading the container. In case of any occurred service (empty repositioning, container trucking, handling, demurrages) the client has to cover the full amount.
  - Up to 48 hours before pick up of the full container at the terminal (for on-carriage/pre-carriage by truck), no cancellation fee. Thereafter the client has to pay the full amount of the on-carriage/pre-carriage (dead freight).
- on-carriage/pre-carriage in Europe per container chassis
  - Waiting time: 2 hours free, then € 70 per started hour or € 650 per started day.

**Demurrage terms and conditions:**

Poland	Slovakia	Germany (except Hamburg Eurogate)	Demurrage conditions
4 days free incl. arrival date <b>Thereafter:</b> every handling operation € 45 (at least 2 handlings) € 4/day/20'ft DV € 8/day/40'ft DV & HC <b>More than 20 days:</b> € 6/day/20'ft DV € 12/day/40ft DV & HC	4 days free incl. arrival date <b>Thereafter:</b> every handling operation € 50 (at least 2 handlings) € 4/day/20'ft DV € 8/day/40'ft DV & HC <b>More than 20 days:</b> € 6/day/20'ft DV € 12/day/40ft DV & HC	2 days free incl. arrival date <b>Thereafter:</b> every handling operation € 45 (at least 2 handlings) € 30/day/container <b>More than 6 days:</b> € 50/day/container	<b>Hamburg Eurogate</b> THC per lifting: EUR 130, - plus 1.5% port charge (at least 2 handlings) <b>Demurrage:</b> Day 1-5 => EUR 40,-/TEU per day Day 6-10 => EUR 75,-/TEU per day Day 11-15 => EUR 110,-/TEU per day Beginning with day 16 => EUR 145,-/TEU per day

**Detentions terms and conditions:**

- 7 days free
- 8-15 days: USD 20/day/container
  - 16-25 days: USD 25 /day/container
  - 26-40 days: USD 30/ day/container
  - 41-55 days: USD 35/ day/container
  - 56-70 days: USD 50/ day/container
  - 71-100 days: USD 65/ day/container
  - 100+ days: assume the container lost, will charge USD 6000/40'HC

**Storage terms for LCL in Hamburg (ONLY stackable cargo)**

- 3 days free
- 4<sup>th</sup> – 10<sup>th</sup> day: € 5 / to / day
- Starting with 11<sup>th</sup> day: € 7 / to / day
- Minimum charge € 75 / shipment

**Storage terms for LCL in Warsaw (ONLY stackable cargo)**

- 4 days free
- € 5 / to / day
- Minimum charge € 75 / shipment

**Payment terms:**

- 14 days after dispatch

**Excluding:**

- documents
- possible demurrage costs
- possible costs for export/import customs
- possible costs for public fees and charges according the outlay
- possible extra costs incurred through default of your own
- possible extra costs for special performances requested by the client
- special services according the outlay not incurred through our fault
- surcharges for non-ferrous metals which are applicable also for small quantities
- transport insurance
- local costs Asia/Russia on request
- costs for additional services such as
  - customs stop – import/export, transit (T1)
  - multi-stops
  - separate positioning
  - pick-up
  - chassis rental

**Terms and Conditions for T1:**

T1	FCL	LCL
<b>Poland</b>	Local Costs Europe via Polish Rail terminals: <ul style="list-style-type: none"> <li>• T1 (not included): US\$ 82,- / includes 1 HS code only - For each additional HS Code: + US\$ 7,- / item</li> <li>• Customs guarantee: Invoice value *0,05% - Mandatory and due at all times</li> </ul>	Local Costs Europe via Polish Rail terminals: <ul style="list-style-type: none"> <li>• T1 (not included): US\$ 90,- / includes 1 HS code only - For each additional HS Code: + US\$ 7,- / item</li> <li>• Customs guarantee: Invoice value *0,05% - (if invoice value &gt; 10.000 EUR) – mandatory</li> </ul>
<b>German</b>	Local Costs Europe via German Rail terminals: <ul style="list-style-type: none"> <li>• T1 (not included): US\$ 82,- / includes 1 HS code only - For each additional HS Code: + US\$ 7,- / item</li> <li>• Customs guarantee: Invoice value *0,08 % (if invoice value &gt;200.000 EUR) – mandatory</li> </ul>	Local Costs Europe - via German Rail terminals: <ul style="list-style-type: none"> <li>• T1 (not included): US\$ 90,- / includes 1 HS code only - For each additional HS Code: + US\$ 7,- / item</li> <li>• Customs guarantee: Invoice value *0,10 % (if invoice value &gt; 10.000 EUR) – mandatory</li> </ul>

**Special stuffing/packaging/loading/booking instructions:**

- bookings will only be accepted with valid offer number
- the cargo has to be properly stowed and secured
- 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 3 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
- forwarding instructions reserved
- booking should be completed minimum 7 days in advance unless stated otherwise
- there is no guarantee for departure if any of the cut-off dates is missed

**General cut-off information:**

- Booking cut-off: 7 days prior departure
- Document cut-off: 3 days prior departure
- Container cut-off: 2 days prior departure

Unless stated otherwise

**Special requirement:**

- 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 18 % (eighteen percent) of the cost of Freight Forwarder's unconfirmed services.

Requested documents (commercial invoice, packing list, certificates, ...) must be sent by shipper until the 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 is not possible during the transport.

All documents have to be issued in English (no other language will be accepted from us).

**At packing list (and invoice) following information has to be mentioned:**

- Seller
- Buyer
- All NHM codes for loaded cargo.
- Cargo description to each NHM code.
- 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
- (Seal number)

The shipper carries full responsibility for correctness of provided documentation. We assume no liability in case of wrong, insufficient and/or delayed documents.

If information is missing or wrong at shipper's documents, customs problems might occur (especially in Europe). In such case shipper will be held liable.

Customs authorities are allowed to check container anytime. The costs which are caused by customs control are at the expense of the cargo, which means shipper or consignee have to pay. These costs may vary from case to case and will be invoiced afterwards.

Any damage must be reported (also at the freight documents) immediately by the contractor in writing. Concealed damage must be reported no later than six days in writing after the takeover.

We hope that our quotation will meet your requirements and expectations. If there is any further information you may require, please contact us.

We look forward to receiving your transport order.