

General Terms And Conditions

Unless compelling statutory provisions are not contrary and nothing has been agreed to the contrary in the following, we work exclusively on the basis of the German Freight Forwarders' Standard Terms and Conditions (ADSp) – latest edition - which may be inspected on our website at <http://www.united-logistics.de> and which are available on our business premises. On request we would also be happy to send these to you. Paragraph 23 ADSp contains deviations to the statutory liability limits for damage to goods. These are highlighted in bold type in the text of the ADSp and on our website and on our business premises. Insofar as we are liable according to the provisions set out in Section 507 German Commercial Code (HGB), Art. 29 CMR, Art. 20, 21 CMNI, Article 25 Montreal Convention or Article 36 CIM, the ADSp shall not apply and the statutory provisions shall continue to be applicable. In derogation of the ADSp and the statutory provisions, we are not responsible for the fault of our personnel and ship's crew in the cases set out in Section 512 (2) No. 1 HGB if the damage was sustained in the steering or other operation of the ship, but not in the conducting of measures which were taken predominantly in the interests of the cargo, or due to fire or explosion on board the ship. In derogation of the ADSp and the statutory provisions, we shall also not be liable for damage in the cases set out in Art. 25 (2) lit. a) CMNI which we have caused through action or failure to act of the captain, pilot or any other persons in the service of the ship or of a towboat or tugboat in nautical navigation or assembly or dissolution of a towboat or tugboat group unless we have not satisfied our duties according to Art. 3 (3) CMNI with respect to the crew or the damage is based on a grosse negligence/wilful misconduct within the meaning of Art. 25 (2) lit. a) CMNI. Furthermore, we shall not be liable for damage in the cases set out in Art. 25 (2) lit. b) CMNI which have been caused through fire or explosion on board of the ship without it having been proved that the fire or the explosion was caused by our fault or a fault of the executing freight forwarder or employees or agents or by defects in the ship. Furthermore we shall not be liable in the cases set out in Art. 25 (2) lit. c) CMNI if the damage is attributable to defects which existed also before the start of the trip to our ship or a ship chartered by us and we are able to prove that the defects could not have been discovered before the start of the trip despite the application of due care. Our consignor liability according to section 414 German Commercial Code (HGB) - except in case of intent or gross negligence - is limited according to section 449 (2) S. 2 HGB to 8,33 SDR per kg gross weight. Our consignor liability is limited to the maximum amount of € 1 million.

Place of jurisdiction is Hamburg, Germany.