



General Offer Conditions Truck Transport

The following contractual conditions apply to all individual contracts that ITG concludes with the customer regarding the supply of truck transportation and associated services. ITG is not obligated to conclude individual contracts. A contract to provide a specific individual shipment, regardless of how many packages it includes, will not be formed until ITG confirms it in writing or takes over the shipment to be transported.

If ITG does not accept the customer's order for a specific individual shipment, ITG shall inform the customer thereof, in writing or electronically, on expiry of the following business day at the latest. If individual contracts are concluded, the following contractual conditions will apply:

General conditions

1. Basis for rendering services

ITG GmbH ("ITG") organises truck transport of products in the business sector of industrial and consumer goods and forwarding services while observing the provisions of the Council Regulation (EC) No 2580/2001, Council Regulation (EC) No 881/2002 and Council Regulation (EC) No 753/2011 based on the General German Conditions for Forwarding Agents 2017 (ADSp 2017) or compulsory provisions which apply in the European truck sector (such as the CMR).

Explicit reference is made to the liability regulations in ADSp 2017 that deviate from statutory provisions. ADSp 2017 can be downloaded from the ITG homepage (www.itg.de) and will be sent on request.

If the non-compliance with deadlines is due to force majeure (e.g. pandemic, epidemic, cyber or ransomware attacks, war, riot, strike) or other events for which ITG is not responsible, the deadlines are extended by the periods during which the aforementioned event or its effects persist. As far as a damage is due to the aforementioned event, a liability of ITG is excluded.

In supplement to the relevant statutory bases, these general conditions for transport in the overland transport sector apply to the services of ITG.

2. Scope of services

ITG makes door-to-door shipments from anywhere in Europe to anywhere in Europe or within all European countries. The same applies to the Maghreb countries. The competent ITG branch location will name for the contract originator ("Client"), at that party's request, the countries included in the scope of services.

The ITG branch responsible for the travel time, and for the product best suited for the Client and valid in the country of destination, will give that information to Client if needed.

Services outside the offered product lines can be rendered only on request and in consultation with the competent ITG branch; this especially applies to deliveries to private recipients. Transactions with private customers (C2C business) are generally excluded.

The sender or recipient must be ready to ship or receive at the times which are typical at the location in question. The recipient shall ensure that the shipment will be received without undue delay. Compliance with the travel times agreed in each case presumes that exact times for takeover are defined with the ITG branch in charge. The information on travel times assumes normal traffic and weather conditions. Force majeure of any kind (strikes, lockouts, official hindrances such as security measures, smog alarms, the observance of statutory or official provisions regarding merchandise value and procurement of goods, etc.) release ITG from the information on travel times and from other services associated with the offered products. There are no delivery or forwarding obligations on Sundays or holidays (whether state, regional or local). Deliveries may be made on Saturdays only in consultation with the ITG branch in charge. Information about restrictions on delivery, such as those in limited-traffic zones, or the necessity of a lifting platform, must be provided by Client.



General Offer Conditions Truck Transport

Information on travel times for the product lines offered or from the ITG branch in question, never constitute guaranteed delivery periods. In any case, possible compensation due to noncompliance with a delivery period is limited to three times the amount of the freight.

Hazardous goods that have been classified by the ADR will be accepted only within the framework of statutory provisions.

Goods barred from transport include without limitation: Precious metals, jewels, gemstones, paper currency or other means of payment, securities, documents and deeds, personal effects, works of art, antiques, paintings, sculptures, unpacked furniture, living animals, plants, temperature-controlled goods, medications, radioactive goods, weapons or munitions of any kind.

Client shall inform the responsible ITG branch in writing about any goods that are especially valuable or in danger or being stolen (particularly pharmaceutical products, telecommunication or entertainment electronics, EDP hardware and accessories, software, tobacco products or spirits) and goods with an actual gross value of more than 100 euros per kilogramme, with enough advance notice for that ITG branch to decide whether to accept the goods and to take measures to execute the order safely and without damage. Goods that are sensitive to frost and heat must be especially indicated. If information is lacking (especially concerning value), Client alone shall bear the additional risk.

3. Readiness for shipment

Quantity of packages, weight, measurements, country and exact recipient address with postal code must be provided promptly. The notification will be based on the agreement made with the ITG branch responsible for Client.

Pickups or self-delivery, and the readiness for acceptance of all shipments for which a notification is sent, are based on the individual agreements made with the ITG branch in charge.

Noncompliance with these provisions releases ITG from the information on travel time.

4. Packages; Packaging

The shipments handed over to ITG must be packaged correctly in terms of content and transport so that they adequately consider the properties of the goods and the requirements of consolidated freight transport.

Under statutory provisions, packaging and packaging material are deemed a shipment component, meaning the packaging weight must be added to the shipment weight. EUR-pallets and crates will be exchanged on request, or, in accordance with the countries participating in the ITG pallet exchange, for a fee.

The measurements must be indicated on the shipping order. Client shall affix labels to the packages, clearly and securely, that are necessary for those packages to be handled according to the order. If agreed, Client shall use the barcodes used by ITG and affix them to the shipping unit in question.

ITG shall accept returns and customer-specific empty containers only on the basis of an expressly issued shipping order with appropriate content in accordance with this item 4.

If packaging materials which must be tracked are not exchanged at the recipient's place of business, in breach of the agreement, and ITG is not to blame, ITG reserves the right to hold Client liable for any damages incurred thereby. Client shall independently inspect and ensure that the packaging materials it uses can be exchanged in the country of reception or recipient's place of business.



General Offer Conditions Truck Transport

If a packaging service provider is engaged, the following will apply:

As the sole contract partner of ITG, Client shall be responsible for the contractual execution of an agreed packaging material exchange by the shipper or recipient. In this context, Client shall announce unsolicited whether the recipient or shipper Client has appointed cooperates with an external packaging service provider whom the recipient or shipper has appointed. If Client notifies ITG of such a cooperation, ITG will be released from an obligation to exchange unless Client notifies ITG in writing that Client will assume the additional costs that ITG incurs hereby. If no such notification is made, and a packaging service provider is pointed out to ITG by the recipient during delivery or by the shipper during pickup, Client shall assume all additional costs ITG incurs and compensate for those costs without undue delay. The same applies if either the recipient or shipper cooperates with a shipping service provider in such a way, contrary to Client's statement. This notwithstanding, in such a case ITG reserves the right, under the exclusion of any damage compensation claims of Client, to forbid the packaging service provider that the recipient or shipper has engaged from exchanging the respective packaging materials that must be tracked.

Client shall ensure that the packaging materials are taken back at the original shipping office without problems.

5. Forms

The form of dispatch must be clearly indicated in writing or electronically on the ITG shipping order or other order. If this prerequisite is lacking, handling and delivery will occur in the standard way. Client shall bear any special costs resulting therefrom.

Incomplete shipping information will release ITG from the warranty.

If hazardous goods are handed over in accordance with item 2, the shipping order must contain the information prescribed in the relevant statutory regulations, as well as the necessary classification. Moreover, the substance-specific accident leaflet must be attached (countries of departure, transit and receipt).

6. Customs consignments

If a shipment is intended for a third country, export documents required by law and import documents required for import into that country must be attached.

Shipments which are subject to customs supervision (e.g., dispatch note T1/T2, TIR Carnet, ATA Carnet, bonded warehouse merchandise, goods subject to the inward processing regime, etc.) may be accepted only after prior consultation with the competent ITG branch and while observing the provisions under customs and foreign trade legislation.

Goods that are subject to specific trade laws or customs and foreign trade legislation, as well as spirits and market regulation goods, may be shipped only after prior consultation with the competent ITG branch and may be excluded from transport.

Customs consignments may require additional travel time.



General Offer Conditions Truck Transport

7. Carriage- and remuneration provisions

Contracts are awarded in observance of item 5 by using shipping orders or through electronic data transmission to ITG. The terms of delivery for national transport must be either "free domicile" or "freight collect". If any other terms of delivery or no terms of delivery are indicated, "free domicile" will be automatically agreed.

Changes to terms of delivery will be accepted only if prompt, written notification is made (i.e., until the end of direct ITG custody).

Remuneration for door-to-door delivery will be calculated on the basis of the valid offer by the competent ITG branch.

Payment methods must always be agreed as part of the contract award between ITG and Client.

Invoices are payable immediately on receipt. A payment will be considered late if not made by ten days after the due date at the latest. If the payment is late, ITG will charge default interest in accordance with statutory regulations.

If no information is provided, bulky goods will be charged in accordance with the minimum weight specified by ITG, cf. item 4.

If hazardous goods are dispatched, a separate hazardous goods fee will be charged per shipment.

When placing the order, Client shall indicate the exact goods description and merchandise value. If no information on merchandise value is provided, a gross merchandise value of under 100 euros per kilogramme will be assumed.

8. Validity

The preceding provisions apply to all methods of order placement.

ITG renders its services in the overland transport sector in accordance with the safety standards that are typical for this area of business. ITG's obligations under the contractual relationship are subject at all times to the observance of and compliance with applicable national and international statutory specifications or sovereign requirements regarding safety and traceability of the trade chain, transport chain or both (especially while considering the European and American embargo measures). Client expressly confirms its awareness of all statutory obligations that apply to its business operations – primarily provisions of foreign trade and customs law, especially regarding valid embargos on people, countries or merchandise – and that Client shall comply with them to the full extent and without limitation. To that extent, ITG may assume that all shipments that are handed over have already been subjected to such an inspection by Client.

Value Added services (those not typical of transport) will be rendered on the exclusive basis of a separate written agreement. In cases of doubt, and unless otherwise expressly agreed, the provisions of the Logistics General Terms and Conditions (viewable at any time under www.itg.de) will apply to that end.

The contractual relationship is subject to the national law that applies for the registered office of the ITG branch accepting the order. If merchants are involved, Munich is agreed as the place of fulfilment and the venue. These conditions apply to both Parties in the version that applied when the order was placed. By placing the order, Client acknowledges the validity of these conditions.