



## General Offer Conditions Air- and Seafreight

The following contractual conditions apply to all individual contracts that ITG concludes with the customer to supply air and sea cargo transport and associated services. ITG is not obligated to conclude individual contracts. A contract to provide a specific individual shipment, regardless of how many containers or 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) Only these conditions will apply to an individual contract concluded on the basis of this offer. The customer's General Terms of Business will not be deemed contractual content even if they are not explicitly objected to.
- 2) The offer is meant exclusively for the customer to whom it is issued. The offer must be treated confidentially and may not be brought to the attention of third parties without our express written permission. The offer will expire if not accepted in writing within 14 days of its creation date.
- 3) Our offer is based on the takeover of non-hazardous commercial goods (as defined by relevant provisions on such goods), which the customer shall package and label for safe, consolidated transport via truck, ship or airplane. That offer presupposes that traffic routes may be traversed unhindered, the necessary cargo space is available, and that the shipment (or call and dispatch control) is booked through ITG.
- 4) It is expressly pointed out hereby that compliance with the approximate delivery periods named in the offer is based on information from the shipping companies or carriers and cannot be influenced by ITG. All deadlines named orally or in writing during order execution will be deemed indications and are nonbinding. ITG will not be liable if the delivery dates and approximate delivery periods named are exceeded. Neither will liability be assumed for any delays in the ports or airports of departure or receiving, or delays during the trip, or changes in the dates of departure by air or sea or the dates of closing for cargo.
- 5) 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.
- 6) Unless compelling statutory provisions take precedence or item 4) applies, ITG works on the exclusive basis of the General German Conditions for Forwarding Agents 2017 (ADSp 2017). The complete text of the ADSp can be downloaded from the ITG homepage, [www.itg.de](http://www.itg.de).
- 7) ITG's responsibility for the goods begins with their actual takeover. The driver will confirm the quantity and type of packages taken on and their outer integrity.
- 8) If goods are especially valuable or in danger or being stolen, Client shall inform ITG, on order and in text form, about the type and value of the goods and the existing risk, so that the freight forwarder can decide whether to accept the order or take appropriate measures to execute the order safely and without damage. If the freight forwarder takes on the order, it shall take suitable security measures to protect the goods.
- 9) ITG shall procure transport insurance, warehouse insurance of both, at Client's expense, only on Client's appropriate written or electronic order.
- 10) A Party affected by a force majeure incident is not responsible for the delays or impossibilities this causes. For the purposes of this document, "force majeure" means all unavoidable events or such events that (even if they were foreseeable) lie outside the influence of the Party affected and whose effects on contract fulfilment cannot be prevented by reasonable efforts from the Party concerned.
- 11) ITG may select the subcontractors at its discretion.
- 12) Unless otherwise offered, each transport will apply exclusive of export clearance (ATLAS procedure), customs and expenses; ITG will be glad to offer export clearance on request.
- 13) Customs tariff information disclosed by our employees will generally be nonbinding and subject to change. This does not exempt Client or its delegate from reviewing the customs tariff numbers.
- 14) 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 the transport route selected.
- 15) Client shall ensure compliance with the applicable import regulations for wooden packages for the country of destination. Client shall bear any coercive measures, additional costs or both that result from noncompliance. For



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example, the USA has introduced more stringent measures to be taken if import regulations for wood packages are breached. Although untreated or improperly marked wood has merely been returned to the country of origin in the past, breaches of the Plant Protection Ordinance will now be punished with additional fines.

- 16) The offer is valid only for freight payments in Germany, and only if the branch of the ITG that created this offer is commissioned.
- 17) Finding one or more provisions under this document to be invalid or unenforceable will not invalidate its remaining provisions. The same applies in the event of a loophole.
- 18) Amendments to this contract must use the written form ("Schriftform" under § 126 of the German Civil Code) to be valid. This also applies to any waiver of this requirement for written form itself. No oral side agreements have been made.
- 19) Munich will be the exclusive venue. The preceding regulation will apply only insofar as no compulsory international law has prescribed an additional venue. German law will apply.
- 20) Unless otherwise explicitly agreed, our offers and calculations are given exclusively in euros. If conversion from euros into another currency or vice versa (or both) is necessary, this will be done for sea transport based on the respective ship rate established by the carriers or shipping companies. Alternatively, air cargo shipments will be converted or billed according to our in-house or daily exchange rate, and IATA direct shipments according to the IATA rate in euros, unless the customer can prove that a different written agreement has been concluded. We expressly reserve the right to specify the applicable tariffs or rates of exchange at our discretion. The aforementioned in-house rates or daily rates can be requested from our employees in the specialised departments at any time.
- 21) Unless otherwise agreed in writing, all invoices are due for immediate payment with no deductions. A payment will be deemed late if it is not made by ten days after the invoice is received, unless it has already been deemed late under the law. The second day after the invoice date will be deemed the date of receipt for the invoice. If Client claims a different date of receipt, Client must provide proof for that date.
- 22) All prices named in the foregoing are net prices and do not include any legal VAT which applies in Germany.
- 23) If a service of ITG under this contract breaches the law of the European Union, the United Nations, the USA, or individual countries that have declared themselves to be combatting terrorism or have ordered restrictions of trade such as embargos, ITG may discontinue rendering services and terminate the order to the extent that doing so will not trigger any liability claims.
- 24) Value-added services (VAS = services not typically provided by forwarding companies) 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 on the ITG homepage, will apply to that end.
- 25) Information on terms of delivery
  - a. Air cargo may be delivered in accordance with Incoterms as amended. The "FCA" terms of delivery are possible only when indicating the place or airport of departure. If the incorrect location (or no location) is specified, the airport of departure will be deemed agreed. The "DPU" terms of delivery are possible only when specifying the location of the receiving airport or another clearly specified destination place. If the incorrect location (or no location) is specified, the receiving airport will be deemed agreed. The terms of delivery "CPT", "CIP" and "DAP" are possible only if the receiving location is specified. If the incorrect location (or no location) is specified, the recipient's address will be deemed agreed. If information on terms of delivery is totally lacking, the terms of delivery "CPT (receiving airport)" will be deemed agreed.
  - b. Sea cargo may be delivered according to Incoterms as amended. The terms of delivery "FCA", "FAS" or "FOB" are possible only if the place of departure or the name and location (i.e., hangar) of the FOB freight forwarder are specified. If the incorrect location (or no location) is specified, the location (hangar) specified by the forwarding company will be deemed agreed. The terms of delivery "CIF" and "DPU" are possible only if the destination harbour or inland terminal, for "DPU" another clearly specified destination place, are specified. If the incorrect location (or no location) is specified, the last terminal (inland terminal or harbour terminal) in the transport chain will be deemed agreed. The terms of delivery "DAP" are possible only if the receiving location is specified. If the incorrect location (or no location) is specified, the recipient's address will be deemed agreed. If information on terms of delivery is totally lacking, the terms of delivery "CFR (receiving harbour)" will be deemed agreed.



## Special provisions for sea transport

- 26) If offers contain carriage by sea, that service will be rendered exclusively under the conditions, reservations, limitations and special rights that are expressly shown or referred to in the signed bill of Lading (B/L). It is amicably agreed that these transport conditions, reservations, limitations and special rights are subject to the law specified in the B/L in question.
- 27) The surcharges, harbour costs and public levies (such as road tolls) refer to the status at the time the order is submitted. They will remain subject to change up to the day of shipping and will be charged as "vatos" (valid at time of shipment). If additional surcharges, costs or public levies (or any combination thereof) are levied by the forwarding company or other third parties up to the shipping date (i.e., the B/L date) or during transport, they will also be charged by ITG. ITG shall promptly inform Client about modified or additional surcharges or costs if possible. Such changes will not entitle Client to withdraw from this contract or the individual contract in question.
- 28) If empty containers are provided in accordance with the contract ("shipper's load, stowage and count"), those containers must be inspected on delivery without undue delay for external intactness and suitability for loading, and especially for odour contamination. If there are objections, they must be reported to ITG in writing or electronically without undue delay. If such a report is not made, ITG will not be liable for any cargo damage that occurs because of such defects that existed during the loading process.
- 29) The CTU code must be observed when containers are loaded. Those are guidelines for packing cargo (except bulk cargo) in or on Cargo Transport Units (CTUs) for carriage with all modes of transport on water and on land.
- 30) Unless otherwise agreed, Client shall communicate the VGM (Verified Gross Mass) of the loaded containers or the single shipment to be transported, to be determined in accordance with the SOLAS provisions and IMO guidelines (especially MSC.1/Circular 1475) and the methods of weighing named there, promptly before the stowage plan is created, in the required form, or shall ensure that this obligation will be fulfilled for Client through a third party. ITG expressly points out to Client that the containers or the single shipment can be excluded from transport if the necessary information is not submitted promptly. Client shall bear any costs incurred through such exclusion from transport. Only these conditions will apply to an individual contract concluded on the basis of this offer. The customer's General Terms of Business will not be deemed contractual content even if they are not explicitly objected to.
- 31) Before transport is carried out, Client shall notify ITG of the equipment and any restrictions for loading and picking up, as well as unloading and delivery.
- 32) If sea cargo is transported, chargeable weight will be based on at least 1,000 kg per cbm.
- 33) If additional surcharges, costs, public levies or any combination thereof are charged by the forwarding company or other third parties up to the shipping date (i.e., the B/L date) or during transport, ITG shall bill Client for same in accordance with expense or effort. The same applies to surcharges, costs, public levies or any combination thereof that are charged after the transport by the forwarding company or other third parties in connection with the transport. Surcharges, costs, public levies or any combination thereof include the items listed in the following without limitation:
  - Surcharges for high or low tide
  - Demurrage / Detention
  - Times and costs for demurrage, as well as costs incurred through wait times
  - Any costs incurred for the gassing or degassing of containers
  - Costs for phytosanitary handling (plant inspection or the like)
  - Storage costs
  - Costs incurred through customs inspection
  - Multistops (additional, unplanned stops)
  - Assignment costs
  - Delivery order fees
- 34) Client shall bear the rebooking and cancellation costs for shipments or containers already disposed.
- 35) It is assumed that unloaded containers will be delivered back swept clean and in the same condition they were in before they were shipped. Client shall bear any costs incurred for cleaning, repair or both.



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- 36) The preliminary or follow-up costs apply from and to the next empty container depot of the forwarding company used. Offers do not include costs for pickups or drop-offs, which will be calculated according to expenses and invoiced.
- 37) Neither the availability or acceptance of empty containers in the inland depot is guaranteed; both depend on the acceptance of the forwarding company used.
- 38) Surcharges that the forwarding company used by ITG levies because the prescribed surcharge-free maximum merchandise values were exceeded must be reimbursed by Client.
- 39) Returns of empty containers to the harbour on the instructions of the forwarding company used must be borne by the freight payer.

### Special conditions for air cargo

- 40) Shipments of air cargo are subject to the conditions of ADSp 2017.
- 41) As a general principle, volume loads will be based on the weight-volume ratio established by the IATA (currently 1:6). This equals a minimum calculated cargo weight of 166.67 kg per cbm.
- 42) Procedures for "UNSECURED" shipments in accordance with Regulation (EC) No 300/2008 & Regulation (EC) No 185/2010

ITG conducts inspections using X-ray technology. If inspections cannot be conducted using X-ray technology, due to the type, properties or content of the freight or goods, ITG shall take follow-up measures to clear up possible risks in the form of a manual search (supplemented by attempts to detect traces of explosives) of the shipment concerned. For this purpose, the customer shall grant written approval to have the shipment opened on the first request from ITG. The customer shall bear the costs for the inspections and follow-up measures.

- 43) Unless expressly ensured in ITG's offer, ITG will not be obligated to transport special consignments. "Special consignments" include the following types of shipments without limitation:
  - Oversized packages (depending on the aircraft)
  - Overweight packages (depending on the aircraft)
  - Hazardous goods
  - Temperature-controlled shipments
  - Foodstuffs
  - Consignment of valuables for the purposes of item 3.7.6 of the IATA Tact Rules (VAL Shipments) with a merchandise value of USD 1,000 per kg of gross weight or more, except cargo from or to Great Britain with a merchandise value limit of GBP 450 per kg of gross weight.
  - Express shipments
  - Other shipments that are subject to special handling requirements, guidelines or provisions

ITG is not obligated to inspect for exclusion from transport. ITG may refuse to accept or refuse further carriage if there is reason to assume that the shipment is excluded from transport in accordance with this item.