



**General Terms and Conditions of
Rush Hour Transporte und Handels GmbH., Daimlerstr. 12, 85551 Kirchheim**

1.) We operate exclusively on the basis of the German Freight Forwarders' Standard Terms and Conditions (ADSp) – in their respective latest version. **Note:** In clause 23, the ADSp deviate from the statutory liability limitation for cargo damage (§ 431 HGB) by limiting liability for multimodal transport involving sea transport and where the place of damage is unknown to 2 SDR/kg, and otherwise limiting the standard liability of 8.33 SDR/kg to an additional maximum of 1.25 million Euros per claim and 2.5 million Euros per event, but at least 2 SDR/kg.

Furthermore, it is agreed that clause 27 ADSp does not extend the Freight Forwarder's liability nor the attribution of fault by employees and other third parties to the benefit of the Principal beyond statutory provisions such as § 507 HGB, Art. 25 MC, Art. 36 CIM, Art. 20, 21 CMNI. The Freight Forwarder, acting as a carrier in the cases listed in § 512 Para. 2 No. 1 HGB (nautical fault or fire on board), is liable only for their own fault. Furthermore, the Freight Forwarder, acting as a carrier within the meaning of the CMNI, is not liable for nautical fault, fire on board, or defects of the ship under the conditions mentioned in Art. 25 Para. 2 CMNI.

2.) Orders must be placed using the Freight Forwarder's forwarding order form. However, the contractual relationship is also established without a written order upon the handover of the shipment by the Principal to the Freight Forwarder.

3.) The Principal is obliged to fill out the order form completely and correctly, in particular to describe the goods properly and comprehensibly. Furthermore, they must pack the shipment in a manner suitable for the contents and transport, taking sufficient account of the specific characteristics of the goods and the requirements of consolidated cargo transport (groupage). Insufficient packaging results in an exclusion of liability. Finally, the Principal is obliged to provide the Freight Forwarder with all shipment details required under the ADSp. Incorrect or incomplete information releases the Freight Forwarder from warranty obligations.

4.) The minimum monthly order value is €20.00 net. The billing period covers the first to the last calendar day of the respective billing month.

5.) For shipments destined for a third country, the legally required export documents and the import documents required for importation into the respective third country must be attached. Shipments under customs supervision (e.g., transit document T1/T2, TIR Carnet, ATA Carnet) can only be accepted following prior consultation with the Freight Forwarder and in compliance with customs and foreign trade regulations.

6.) The Freight Forwarder assumes no liability for shipments involving dangerous goods or goods that are particularly prone to breakage or theft, rust-sensitive, perishable, or valuable goods, specifically:

- Removal goods, art objects, paintings, genuine carpets, and furs
- Valuables, gemstones, genuine pearls, money, documents, deeds, tobacco products
- Explosive and flammable goods, ammunition, and weapons
- Live animals and plants
- Temperature-controlled goods, deep-frozen goods
- Motor vehicles of all kinds, bulk goods and rubble, as well as steel products
- Glass, porcelain, etc., as well as sensitive electronics, used and damaged goods.

7.) Remuneration for freight forwarding services is based on the Freight Forwarder's currently valid price lists. See website, or request these from us.

8.) The Freight Forwarder assumes no guarantees whatsoever.

9a.) Deviating from the statutory provisions, the liability of the Freight Forwarder for loss of or damage to the goods (cargo damage) is limited in accordance with clause 23 ADSp:

- to € 5.00 for each kilogram of the gross weight of the shipment.
- in the case of a contract of carriage involving transport by different means of transport, including sea transport, to 2 SDR (Special Drawing Rights) for each kilogram.
- in every case of damage, to a maximum amount of one million Euros or 2 SDR for each kilogram, whichever is higher.

9b.) The Freight Forwarder is insured with Oskar Schunck Aktiengesellschaft & Co.KG, Munich.

10.) Deliveries and collections take place from Monday to Friday, excluding public holidays, unless explicitly agreed otherwise.

11.) Damages, losses, or delays in delivery regarding shipments must be reported to the Freight Forwarder immediately in writing. The Freight Forwarder will not process any claim before payment of all their costs has been made. The damaged items must be handed over to the Freight Forwarder and, in the event of an insurance claim, to the insurers for assessment upon request. Offsetting notified claims for damages against the Freight Forwarder's receivables is not permitted.

12.) The shipment may be opened and inspected for good cause or upon request. The Freight Forwarder is permitted to weigh and check the weight or contents stated in the forwarding order.

13.) The Principal shall pay all transport and insurance costs as well as any other costs related to the shipment exclusively to the Freight Forwarder. This also applies to "Freight Collect" shipments ("Recipient pays") if the recipient does not settle the costs within one month of the invoice date. "Freight Collect" shipments must be unequivocally declared in the order. The Freight Forwarder reserves the right to reject "Freight Collect" shipments to certain countries and regions.

Furthermore, for Freight Collect shipments, the billing address must be provided completely, correctly, and in compliance with the law. A fee of €9.50 applies for subsequent rewriting of the invoice. Invoice-relevant additions such as cost centers, contact persons, departments, etc., must be communicated mandatorily. If a Freight Collect invoice has to be rewritten due to incomplete or incorrect information provided by the Principal, a handling fee of €9.50 net per case will be charged to the Principal.

14.) In the event of high fuel price levels, the Freight Forwarder may levy a variable fuel surcharge, which is raised or lowered as fuel prices rise or fall.

15.) For transport of dangerous goods within the meaning of applicable hazardous goods regulations, as well as for transport of non-dangerous goods cooled with dry ice, the Freight Forwarder levies a surcharge or declines the transport. Please seek advice before the transport begins.

16.) The Freight Forwarder reserves the right to reject bulky or particularly heavy shipments to certain countries and regions or to demand a bulky goods surcharge. In the case of bulky shipments, the transit time may be extended. Furthermore, the Freight Forwarder reserves the right not to transport shipments to politically difficult or remote countries or regions. The Freight Forwarder also reserves the right not to transport special goods, e.g., dangerous goods.

17.) The Freight Forwarder accepts Cash on Delivery (COD) shipments only in exceptional cases and following written confirmation. The COD request must be pre-advised in writing and confirmed in writing by the Freight Forwarder.

18.) Second delivery attempts are charged by the Freight Forwarder based on expenditure.

19.) Invoices from the Freight Forwarder are payable immediately. Deductions or offsets are not permitted. If a reissue or rewriting of the invoice is necessary due to incorrect information provided by the Principal, €9.50 plus VAT will be charged for the additional effort.

20.) Data related to the order may be stored for the purpose of processing the order. Storage is subject to the Data Protection Act.

21.) For postal invoices, effective from 01.02.2019, a postage and paper fee of €5.90 net is due per invoice created. The amount is shown directly on the invoice. Register on our homepage for our e-invoice, which is free of charge.

22.) The contractual relationship is subject to German law.

23.) The Principal waives the right to invoke their own General Terms and Conditions.

24.) Should any provision of these Terms and Conditions be wholly or partially invalid, this shall not affect the validity of the remaining provisions.

Status: 01.01.2023