



Standard bid conditions ELOS Spedition GmbH (herein called "ELOS") updated 01.01.2014

Following standard bid conditions apply for all services in the fields of transport (by road, sea, air and inland waterways) and customs clearance unless otherwise explicitly stated in the quotation:

General Conditions for the provision of all logistical services by all modes of transport

- We exclusively work according to the German Forwarders Standard Terms and Conditions (ADSp), latest version. In item 23 ADSp these are limiting the legal liability for the damage of goods according to § 431 HGB for damages in the safe keeping of forwarders to 5, 00 € / kg. For multimodal transports including transports by ship to 2 Special Drawing Rights (SDR)/kg as well as over and above per loss or loss event to 1 Mio or 2 Mio EUR respectively or 2 SDR / kg, depending on which amount higher. The parties agree subsidiary, that (1) clause 27 ADSp does neither extend the liability nor the responsibility of the forwarder for agents, servants, employees or crewmembers beyond legal regulations as Art. 507 HGB, Art. 25 MC, Art. 36 CIM, Art. 20, 21 CMNI for the benefit of the principal, (2) the freight forwarder as a sea carrier is only liable for fault of his own part in case of risks provided in Art. 512 paragraph 2 no. 1 HGB such as default in navigation of the ship or fire on board and the freight forwarder as a carrier defines in CMNI is relieved of liability in compliance with the requirements provided in Art. 25 paragraph 2 CMNI such as default in navigation of the ship, fire on board or defect vessel. The liability of the airfreight forwarder is based upon the Convention for the Unification of Certain Rules for International Carriage.
- Transport insurance is not covered by us. Transport insurance will be effected by us only with a corresponding written order.
- Our quotation is not binding until acknowledgement of the order by ELOS and is based on currently applicable freights, tariffs, surcharges and exchange rates. Changes in these factors entitle ELOS to adjust the quotation accordingly.
- All rates are based on harmless cargo. Conditions for dangerous goods or cargo which must be handled specifically can be obtained on request.
- ELOS uses subcontractors and carriers in our choice.
- All prices are in EURO.
- Foreign currencies will be converted at the official exchange rate, either set by the carrier (ocean transport) or at the official interbank rate at the day of performance. For settlement of payments in foreign currencies, individual arrangements must be made on conclusion of the contract.
- For transportation within the FRG or within the EU, statutory value-added tax is not included and will be shown on invoices separately and additionally.
- Packaging costs are only included in the quotation if explicitly stated. The supplier is responsible for ensuring appropriate and sufficient packaging and marking according to the requirements of the mode of transport and transport operation.
- The quoted prices exclude any value added fees such as duties, taxes, export- and import customs clearance fees, transit clearance, possible bank guarantees, customs bond as well any official duties.
- Potential and possible charges for lay days and waiting times, which are not caused by ELOS, will be charged as per outlay – ELOS will not be reliable for any delay and / or compensation of consequential losses.
- The respective Standard Terms and Conditions of all parties involved (i.e. carriers, subcontractors, cargo handling operators/terminals, warehouse keepers) apply.

General conditions for inland water transports

- The prices quoted are exclusive of high-water and low-water surcharges and/or ice demurrage.
- According to the International Conditions of Loading and Transportation (ICLT) in the 2010 Version the regulations concerning loading and discharge times shall apply at the ports of loading and discharge.
- For demurrage at German ports of loading or discharge the German statutory regulations 94 apply.
- The quotation is subject to technical details and transport drawings as well as compliance with the stated packing specifications.
- The validity of the quotation is subject to free and unobstructed shipping on all waterways to be navigated.
- Unless otherwise stated, the quotation excludes material for stowage, lashing, load distribution and ballasting in the different modes of transport.

General conditions for transport by road

- The cost given are based on free loaded truck (FOT) on named place of loading to named destination, not unloaded, not customs cleared.
- Free-of-charge loading and unloading time is 2 hours respectively; after this detention is charged. The amount of detention depends on the route and type of vehicle deployed.

Additionally the following conditions apply for standard transportation (full truck loads, part loads and containerized cargo)

- In case of positioning and transportation of FCL equipment, the container must be sealed by the loader with an approved seal, in order to pass security inspections in the ports by authorities and / or carriers.
- Our quotation is based on free and unhindered transport conditions (including the access to loading and unloading places).

as well as the granting of licences / permits by the competent authorities.

Additionally the following conditions apply for special transportation (heavy lift or over dimensional cargo)

- Additional costs for over-dimensional and/or heavy cargo transport operations are not included into our quotation and due as per outlay. This concerns in particular the cost of police escort and traffic control measures.
- Our quotation is based on free and unhindered transport conditions (including the access to loading and unloading places) as well as the granting of licences / permits by the competent authorities.

General conditions for ocean transport

- Any surcharges (e.g. CAF, BAF, and WRS) are valid at time of shipment (v.a.t.o.s.) and may change with or without prior notice. Surcharges are billed at actual rates. This condition also applies in case the surcharges are separately shown in the quotation.
- Any other surcharges which did not exist or have not been known at the time of quotation will apply in accordance with the chosen terminal's/ carrier's tariff.

Container (FCL/FCL)

- Containers must be sealed by the consignor / shipper with an approved seal, in order to pass security inspections in the ports by authorities and / or carriers. Security charges apply as per carrier's tariff and / or port's tariff.
- ELOS uses data supplied by the consignor / shipper relating to container contents and accepts no responsibility for the correctness of advised quantities, types, contents and condition of the cargo stowed into the container; the consignor / shipper is responsible for seaworthy packing of the cargo and seaworthy stowage and lashing inside the container; ELOS is only responsible for seaworthy stowage and lashing if containers are stowed and lashed by ELOS.
- Special container equipment (e.g. flat rack or open top containers) is subject to carrier's acceptance (availability of space and / or equipment); sufficient pre-notice to be mutually agreed.

Conventional cargo (Breakbulk)

- Conventional ocean freight rates (other than part charter or full charter) apply per freight ton with a minimum of one (1) freight ton. The freight tonnage of a shipment is the sum of weight or volume (whichever is higher) of each individual package. The freight tonnage is recorded by the Tally at the port of loading. Deviations from the freight tonnage as per quotation entitle ELOS to adjust the freight charges in proportion in accordance with the actual quantities.
- Cargo must be seaworthy packed, stackable and overstackable, unless otherwise explicitly stated in the quotation.
- Cargo is shipped on ships in our choice. Heavy lift and over dimensional cargo is shipped with deck's option. No flag regulation / restriction.
- Subject to final sketches and technical details regarding the over-dimensional and heavy lift pieces as well as sufficient lifting and lashing devices and information regarding the centre of gravity. Subject to suitable saddles / cradles in compliance with vessel's characteristics and requirements.
- Special lifting devices and materials (i.e. spreader bar, shackles, slings etc.) in order to grant safe loading / discharging are for merchants (i.e. consignor, shipper) account.
- Our offer includes the current "Force Majeure and Hardship Clause 2003".
- Subject to further details, technical feasibility, availability of vessel space as well tonnage in position at the date of shipment and unchanged transport conditions.
- Subject to free sea passage at date of shipment.
- 1AAAGSB at port of loading / discharging (one (1) always accessible always afloat good, safe berth – swell free – both ends).
- Loading / unloading is done as fast as vessel can receive / delivery the cargo.
- The respective Booking Note and / or Bill of Lading conditions will apply. Charges due to weather conditions are not for our account.

General conditions for air transport

- Fuel surcharge and security surcharge are not included. Details of these surcharges are without obligation and apply as per their rate at date of shipment. Surcharges will generally be billed as per outlay.
- All rates apply in EURO per kg, volume / weight ratio 1:6 (1m³=167 kg / 1,000 kg = 6m³).
- ELOS uses carriers in our choice. ELOS reserves the right to use alternative carriers providing a likely comparable or better service in the event of shortage of space / equipment.
- The quoted rates are valid only for "secured cargo". For "unsecured cargo" additional charges will be applicable which will be charged as per outlay.

General conditions for customs clearance (import- and export)

- Provided that ELOS is assigned with the customs clearance of import- and / or export materials, the importer respectively the exporter of the goods will provide a written customs power of attorney in original to ELOS in due time. The contents of the power of attorney apply accordingly.