



CCG German Freight Forwarders' Standard Terms and Conditions and General Terms and Conditions of Business

Preface

These Terms and Conditions are mandatory for use with effect from 1 August 2019.

1. Interest of the principal and due care

The freight forwarder shall act in the interest of his principal and fulfil his duties with due care. He shall check the placed order for obvious faults and immediately inform the principal, if required, about all dangers known by the freight forwarder for the fulfilment of the order. If required, the freight forwarder shall ask for instructions.

2. Area of application

2.1 The CCG Terms and Conditions apply to all contracts for the transportation of goods, irrespective of whether they concern freight forwarding, carriage, warehousing or other services common to the forwarding trade; these also include logistical services commonly provided by freight forwarders in connection with the carriage or storage of goods. In the case of forwarding services, the freight forwarder is only responsible for arranging the necessary contracts for the performance of these services, unless other legal provisions take precedence.

2.2 The CCG Terms and Conditions are not applicable to contracts that deal exclusively with

- packaging,
- transportation and warehousing of removal goods according to Section 451 German Commercial Code (HGB),
- abnormal and heavy-load transports, which require a transportation regulation permission or exception, crane services and associated assembly work,
- transportation and warehousing of towed or salvaged goods,
- storage and digitalisation of files; files are all types of embodied and digitalised business papers, documents, data storage mediums and similar objects for information collection.

2.3 The CCG Terms and Conditions do not apply to freight forwarding contracts with consumers as defined in Section 13 German Civil Code (BGB). Consumers are natural persons concluding the contract for reasons other than commercial or in pursuit of their professional activities.

2.4 If trade customs or legal provisions differ from the CCG Terms and Conditions, the CCG Terms and Conditions take precedence, unless these legal provisions are mandatory. For contracts of carriage by air, sea, inland waterways or for multi-modal transports, different contractual arrangements may be made in accordance with the terms of carriage devised for these transports.

2.5 The freight forwarder is authorised to agree to normal standard terms and conditions of third parties. In the relationship between a principal freight forwarder and an intermediate freight forwarder, the CCG Terms and Conditions are deemed to be the general terms and conditions of the intermediate freight forwarder.

3. Obligation of the principal regarding placing of orders, information requirements, transmission errors, contents, special type of goods

3.1 Orders, instructions, directives and communications are valid even if given informally. Subsequent modifications must be specifically identifiable as being amendments. The burden of proof for the correct and complete transmission lies with the party referring to it.

3.2 If statements must be made in writing, they are deemed to having been made in writing when using electronic data communication or any other machine readable form for as long as the originator of the message is identifiable.

3.3 The principal shall timely inform the freight forwarder about all essential parameters known to him affecting the carrying out of the order. These include:

- addresses, type and quality of the goods, the gross weight (including packaging and loading means of the principal) or otherwise specified quantities, marks, numbering, quantities and type of packages, specific characteristics of the goods (such as live animals and plants, perishability), the value of the goods (for example for customs purposes or the insurance of goods) and delivery times,
- all public-legal duties and safety regulations, such as duties relating to customs, foreign trade regulations (particularly those relating to goods and people as well as specific country embargos) and legal safety obligations,
- intellectual property rights of third parties, such as trademark and license limitations which are connected to the possession of the goods, including legal or regulatory hindrances capable of prejudicing the processing of the order,
- specific technical requirements for the means of transport and particular cargo securing means to be supplied by the freight forwarder. In the case of dangerous goods, the principal must inform the freight forwarder in writing – at the time of placing the order – of the exact nature of the hazard and, if appropriate, about precautionary measures. In the case of dangerous goods subject to the law for the carriage of dangerous goods or other goods, the carriage of which is subject to specific regulations regarding dangerous goods, their handling or their disposal, the principal has to make the necessary declarations required for the proper execution of the order, especially the classification in accordance with the regulations for dangerous goods, and, at the latest, during the handover of the goods, supply the required documentation.
- In case of valuable or theft-sensitive goods, the principal must inform the freight forwarder in text form regarding the type and value of the goods and the current risks involved to enable the freight forwarder to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. In case of acceptance of the order, the freight forwarder is obliged to undertake appropriate safety measures for protecting the goods.
- The principal is responsible for supplying the freight forwarder with all information, certificates and other documentation required, such as customs classification, for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, security checks for air freight shipments.

3.4 If an order does not comply with the terms stated in these clauses, the freight forwarder has the option to

- refuse acceptance of the goods,
- return goods already accepted or to make them available for collection,
- ship, transport or store them without the need to notify the principal and to charge an extra, appropriate fee, if the safe and secure execution of the order causes extra costs.

3.5 The freight forwarder is not obliged to check or supplement the statements made according to these clauses. The freight forwarder is not obliged to check the authenticity of signatures on any messages or documents relating to goods, nor to check the authority of the signatories, unless there exist reasonable doubts concerning the authenticity or authority.

4. Packaging, provision of loading and packaging aids, weighing and checking

4.1 Unless specifically stated, the order does not cover

- the packaging of the goods,
- the weighing, checking, measures to preserve or enhance the goods and its packaging, unless this is customary for this kind of transaction,
- the loading and unloading of goods, unless otherwise indicated by circumstances or common practice,

- a transshipment ban (Section 486 HGB does not apply),
- the allocation of a shipment tracking system, unless it is in line for this sector of industry, whereas Clause 14 remains unaffected,
- returns, detours and hidden additional cargo; if in deviation to the actual order, one or more packages are handed over and accepted for transportation by the freight forwarder, then the freight forwarder and the principal conclude a new freight forwarding contract on these goods. In case of returns or hidden additional cargo and in absence of a separate agreement, the terms and conditions of the original freight forwarding contract will apply.
- the provision or exchange of pallets or other loading or packaging aids. Loading means are exchanged exclusively upon delivery of the consignment. If empties are not exchanged by the respective consignee, CCG DE does not owe any loading means to the consignor. The collection of empties must be commissioned and remunerated separately.

2. Further service and information obligations, for example quality management measures and their auditing, monitoring and evaluation systems as well as key performance indicators, need to be expressly agreed.

5. Rights and duties of the freight forwarder, customs clearance

5.1 The freight forwarder shall act in the interest of the principal, check the placed order for obvious faults and immediately inform the principal, if required, about all dangers known by the freight forwarder for the fulfilment of the order. If required, the freight forwarder shall ask for instructions.

5.2 The freight forwarder takes care that the vehicles, loading safety means and, if their presentation is agreed, loading means are in a technically perfect condition, comply with statutory provisions and the requirements of the freight forwarding contract. Vehicles and loading means shall be equipped with the typical appliances, equipment or methods for the protection of the goods, in particular loading safety means. Vehicles shall have low emissions and noise as well as low energy consumption.

5.3 The freight forwarder shall deploy reliable, appropriate and, for the particular task in question, suitable and duly employed, qualified and trained drivers and, if required, with a driver certification.

5.4 On foreign premises, the freight forwarder shall comply with the house rules, plant or construction site regulations in force, if they were announced to the freight forwarder. Section 419 HGB remains unaffected.

5.5 The instruction for shipment to a destination in another country includes instructions for customs clearance, if this is necessary for arranging the transport to the place of destination. The freight forwarder is entitled to make customs clearance dependent on issuance of a written power of attorney that enables direct representation. If the freight forwarder is assigned with the cross-border transportation of the goods or the import or export customs clearance, the freight forwarder is, in case of doubt, also entitled to act in regards to the customs or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. The freight forwarder is hereby entitled

- to advance payments required by customs,
- to open packaging whenever such action is necessary to comply with statutorily required controls (for example, freight forwarder as regulated agent), and, subsequently, to undertake all measures necessary to complete the order, such as repackaging the goods.

6. Packaging and marking obligation of the principal

6.1 The packages have to be clearly and durably marked by the principal to facilitate their proper handling, e.g. addresses, marks, numbers, symbols for handling and properties; old marks must be removed or made illegible.

2. In addition, the principal is under obligation:

- to mark all packages belonging to the same consignment in such a way that they are easily recognised as forming one consignment,
- to prepare packages in such a way that they may not be accessed without leaving visible trace (adhesive tape, bands, etc. are only permissible when they are individually designed or otherwise difficult to imitate; foil wrapping must be thermally sealed),
- in case of a consignment being part of a forwarders consolidation, to group the individual packages or units of this consignment into larger units if their strap length (largest circumference plus longest side) is less than 1 metre,
- to combine a consignment of hanging garments consisting of several individual units into wrapped units for easier handling,
- to mark packing units with a gross weight of at least 1,000 kilograms with the weight specification as prescribed for heavy loads to be transported by ship.

6.3 Packages are single packages or units of packages, formed by the principal for the purpose of being carried according to the order, e.g. boxes, wireboxes, pallets, handling units, enclosed loading units such as covered wagons, wagons with tarpaulin covers, semi-trailers, swap bodies, containers or igloos. If the packages do not comply with the terms stated herein, Clause 3 shall apply.

7. Supervisory duties of the freight forwarder

7.1 At specific interfaces the freight forwarder is under the obligation to:

- check packages regarding their quantity, identity and apparent good order and whether seals and fastenings are intact,
- document irregularities (e.g. in the accompanying document or by special notification).

An interface is any point at which the responsibility for the packages is passed on to another operator/ agent or the handing over point at the end of each stage of the transportation process.

7.2 In all cases where loading and discharge occurs at more than one location, the freight forwarder takes care for the security of cargo until the last place of discharge and at all times, but not before the completion of loading in a transport-safe manner.

8. Receipt

8.1 Upon request by the principal, the freight forwarder shall issue a certificate of receipt. With this certificate, the freight forwarder confirms the quantity and type of packages, but not their content, value, weight or other measurements. In case of previously loaded or sealed loading units, such as containers or swap bodies and previously transmitted data, the accuracy of the certificate of receipt regarding quantity and type of loaded packages is vitiated, if the freight forwarder notifies the principal on differences (in quantity) or damages, immediately after unloading the loading unit.

8.2 As proof of delivery, the freight forwarder requests from the consignee a receipt of the packages as named in the order or other accompanying transport documents. Should the consignee refuse to sign for the receipt of the goods, the freight forwarder must request further instructions. If the goods have already been unloaded at the consignee, the freight forwarder is entitled to regain possession. The principal can demand the delivery receipt for a period of one year after the goods have been delivered. As receipt for takeover or delivery of the goods counts any signed document which gives evidence for fulfilment of the order, such as delivery notes, forwarders certificate of receipt, consignment note, consignment bill or a bill of lading.

8.3 The certificate of receipt and delivery receipt can also be issued electronically or digitally, unless the principal requests the issuing of a consignment note, consignment bill or bill of lading.

8.4 If the electronic delivery note is used, the principal receives from the freight forwarder the delivery notes in electronic form to the email address indicated by the principal. In this case, the principal waives the right to receive the delivery notes in paper form. The principal as the recipient shall ensure that the freight forwarder can properly send all electronic delivery notes to the email address indicated by the

principal. Filter programmes, firewalls or other technical safeguards shall be set accordingly. The principal shall inform the freight forwarder without delay of any change in the email address to which the electronic delivery notes are sent. Delivery notes sent to the email address last indicated by the principal shall be deemed to have been received by the principal. The freight forwarder shall not be liable for any damage or loss resulting from a potentially increased risk of electronic transmission of delivery notes by email, as compared to postal delivery. The principal bears the increased risk of access by unauthorised third parties arising from the storage of electronic delivery notes. The principal may withdraw his consent to the use of the electronic delivery note at any time.

9. Instructions

9.1 An instruction remains valid for the freight forwarder until revoked by the principal, In the case of insufficient or impractical instructions, the freight forwarder may use his professional judgement. An instruction to hold goods at the disposal of a third party can no longer be revoked after instructions from the third party have been received by the freight forwarder.

9.2 Upon conclusion of the contract, the freight forwarder must follow all instructions regarding the cargo, unless carrying out such instructions poses disadvantages to his business or damages to consignments of other principals or consignees. If the freight forwarder intends not to follow an instruction, then the freight forwarder shall inform the instructor immediately.

10. Freight payment, cash on delivery

Notifications by the principal to the effect that the order should be executed freight collect or for the account of the consignee or a third party do not exempt the principal from his obligation to pay the freight forwarder his remuneration and outlays, including freights, customs charges and other expenses. The notification according to this clause does not concern cash on delivery instructions.

11. Deadlines

In the absence of specific agreements, neither loading or delivery deadlines are guaranteed, nor the sequence of the handling of goods of the same means of transport. This does not affect the freight forwarder's statutory liability with regard to missing deadlines.

12. Performance hindrances and force majeure

12.1 If the freight forwarder is unable to take over the goods, or unable to take them over on time, the freight forwarder must immediately notify and seek instructions from the principal. Section 419 HGB applies accordingly. In this case, the principal remains entitled to terminate the freight forwarding contract, whereas the freight forwarder is not entitled to ask for compensation according to Section 415 (2) HGB.

12.2 Performance hindrances beyond the freight forwarder's control relieve him, for their duration, from the duties that are affected by these hindrances. Such performance hindrances are defined as force majeure, civil unrest, war or acts of terrorism, strikes and lock-outs, transport route blockades, and any other unforeseeable, unavoidable and serious events.

In case of a performance hindrance, the freight forwarder is obliged to notify the principal immediately. Additionally, the freight forwarder is obliged to ask the principal for instructions.

12.3 In the case of a performance hindrance within the meaning of force majeure, the freight forwarder and the principal have the right to withdraw from the contract even if it has already been partially performed. If the freight forwarder or the principal withdraws from the contract, the freight forwarder is entitled to the costs which he deemed to be necessary to be incurred or which were incurred in the interest of the principal.

13. Delivery

13.1 If, after arrival at the place of discharge, it becomes apparent that the unloading cannot take place within the time of unloading, the freight forwarder must immediately notify the principal and request for

relevant instructions. Section 419 HGB applies accordingly. If the freight forwarder cannot adhere to the agreed time of performance or – in the absence of an agreement – to a reasonable time for delivery, the freight forwarder shall request instructions from the principal or the consignee.

13.2 Should the consignee not be located at his residence, business premises, or in an institution in which he is a resident, the goods, always assuming there are no obvious doubts regarding the entitlement to receive the goods of the person in question, may be delivered to:

- at the residence: on an adult family member, a person employed by the family or an adult resident permanently sharing the accommodations,
- at business premises: on a person employed there,
- in institutions: on the head of the institution or a correspondingly authorised attorney-in-fact.

13.3 As a rule, the delivery can only take place under supervision of the principal, consignee or a third party authorised for reception. In cases where the freight forwarder and principal have agreed on delivery without the presentation to an actual person (for example, night, garage or assembly line deliveries), delivery is deemed to have taken place on the actual physical deposit of the goods at the agreed location.

14. Information and restitution duties of the freight forwarder

14.1 The freight forwarder is obliged to provide the principal with the required reports and, on demand, to provide information on the status of the transaction and after carrying out the business to render account for it. However, the freight forwarder is only obliged to reveal costs, if the freight forwarder works on principal's account.

14.2 The freight forwarder has the duty to give anything to the principal what he has received by carrying out and managing the business.

15. Warehousing

15.1 The principal has the duty to pack and mark the goods, if required, and to make available all documents and information to the freight forwarder for an appropriate storage.

15.2 The freight forwarder decides in his sole discretion if warehousing takes place in his own facilities or, if not otherwise agreed, those of third parties. Whenever warehousing takes place at third-party warehouses, the freight forwarder must supply timely information regarding its name and location to the principal or, whenever a warehouse warrant has been issued, to make a note of the information on the same.

15.3 The freight forwarder takes care for the duly maintenance and care of the warehouse and storage space, the drives on the premises and for securing the goods, in particular theft protection. Additional security measures, for example measures exceeding the statutory fire protection laws, must be expressly agreed.

Unless otherwise agreed:

- takeover of the goods for warehousing begins with the unloading of the goods from the vehicle by the freight forwarder and the delivery ends with the completion of the loading of the goods by the freight forwarder,
- inventory management is via the freight forwarder's inventory accounting,
- there is one physical inventory inspection per year. On instruction of the principal, the freight forwarder shall conduct further physical inventories against compensation.

15.4 With taking over the goods and if appropriate examination means are available, the freight forwarder is obliged to conduct a receiving inspection on types, quantities, marks, numbering, quantities of packages as well as outer visible damages according to Section 438 HGB.

15.5 The freight forwarder shall conduct regular inspections with appropriate personnel for securing the goods.

15.6 In case of stock shortfall and imminent changes at the goods, the freight forwarder shall immediately inform the principal and ask for instructions. Section 471 (2) HGB remains unaffected.

15.7 Additional service and information obligations require an explicit agreement.

15.8 The principal is at liberty to inspect the warehouse. Objections or complaints about the storage of the goods must be made immediately. If he does not exercise the right of inspection, he waives all rights to objections against the storage and warehousing, for as long as the choice and type of storage complies with the usual professional care of a freight forwarder. Access to the warehouse is only granted to the principal during the normal working hours of the freight forwarder and in his company. If the principal handles the goods (e.g. sample taking), the freight forwarder may demand that the number, the weight and the status of the goods be inspected together with the principal. If the principal does not agree to this, the freight forwarder is not liable for damage discovered later, unless the damage was clearly not caused by such handling of the goods.

15.9 The principal is liable for all damage caused by him or his staff or agents to the freight forwarder, other warehouse clients or third parties whilst on the premises of the warehouse, unless he, his staff or agents are not responsible for such damage. In case of inventory discrepancies, the freight forwarder is entitled to balance shortages and surpluses of the same principal..

15.10 If the freight forwarder has reasonable doubt about the security of his claim upon the value of the goods, he is entitled to set a reasonable time limit for the principal to either secure the claims of the freight forwarder or to make alternative provisions for the storage of the goods. If the principal does not comply with this, the freight forwarder is entitled to terminate the contract without further notice.

16. Offers and remuneration

The services according to the freight forwarding contract are compensated with the agreed remuneration, if this remuneration includes the costs for transportation and warehousing. Supplemental claims for costs occurred during regular transportation or warehousing and which were foreseeable at the time of the offer cannot be claimed separately, unless otherwise agreed. Calculation errors are at the expense of the calculator. Sections 412, 418, 419, 491, 492, 588 to 595 HGB and comparable provisions of international conventions remain unaffected.

17. Disbursements of the freight forwarder, exemption from third-party claims

17.1 The freight forwarder is, if not caused by his fault, entitled to ask for refund of expenses properly incurred, in particular those relating to average contributions, detention or demurrage charges, including additional packaging for protecting the goods.

17.2 The instruction to accept incoming consignments entitles the freight forwarder – but does not oblige him – to advance freight, COD sums, duties, taxes and other dues in connection with such consignments which he could reasonably consider appropriate and claim reimbursement from the principal, unless otherwise agreed.

17.3 The principal has to relieve the freight forwarder immediately of demands regarding freight, average demands, customs duties, taxes or other dues directed against the freight forwarder as being agent for or possessor of the goods owned by third parties, when the freight forwarder is not responsible for such payments.

18. Invoices, foreign currencies

18.1 Remuneration claims of the freight forwarder require the reception of an invoice or payment schedule in accordance with statutory requirements. If not otherwise agreed, the maturity is not dependent on presenting a delivery receipt in case of an uncontested delivery.

18.2 The freight forwarder can demand from his foreign principals payment either in local or German currency. If the freight forwarder owes foreign currency amounts, or if he advances sums in foreign currencies, he can demand payment either in German or in foreign currency. If he demands payment in German currency, the current exchange rate will be used, unless it can be proven that a different rate of exchange must be used or was used.

18.3 Payment according to a credit memo procedure must be expressly agreed. In case of doubt, all credit memos are to be issued immediately upon completion of services. Clause 18.1 first sentence is not applicable to credit memo procedures.

18.4 From the moment of transition to electronic invoices, invoices will only be issued electronically. From the moment of transition, the principal will receive from the freight forwarder the invoices in electronic form to the email address indicated by the principal. From the moment of transition, the principal waives the right to receive the invoices by post. The principal as the recipient shall ensure that the freight forwarder can properly send all electronic invoices to the email address indicated by the principal. Filter programmes, firewalls or other technical safeguards shall be set accordingly. The principal shall inform the freight forwarder without delay of any change in the email address to which the electronic invoices are sent. Invoices sent to the email address last indicated by the principal shall be deemed to have been received by the principal. The freight forwarder shall not be liable for any damage or loss resulting from a potentially increased risk of electronic transmission of invoices by email, as compared to postal delivery. The principal bears the increased risk of access by unauthorised third parties arising from the storage of electronic invoices. If the principal is unable to receive or archive invoices in electronic form, he can insist on invoices being issued in paper form.

18.5 As a rule, the payment terms of the freight forwarder depend on the principal's solvency and may be changed by the freight forwarder accordingly at any time. Upon placing the order, the principal therefore agrees that an enquiry may be made to the SCHUFA, Creditreform or similar credit agencies and that debt collection agencies may be engaged.

19. Set-off, retention

In the face of claims arising from the freight forwarding contract and associated non-contractual claims, set-off or retention is only permitted when the claim is due, uncontested, ready for decision or legally established.

20. Lien and retention rights

20.1 The freight forwarder is entitled to secure his demands arising from freight forwarding services according to the legally permitted regulations regarding lien and retention rights.

20.2 Lien rights can be exercised according to the legally established provisions, providing that the threat and the required notifications about the exercise of the legitimate lien and the sale of the pledged items by the carrier shall be forwarded to the consignee and the time limit of one month as specified in Section 1234 BGB is superseded by a time limit of one week.

21. Insurance of goods

21.1 The freight forwarder arranges for the insurance of the goods (e.g. transit or warehousing insurance) with an insurer of his choice if instructed to do so by the principal before the goods are handed over. If the freight forwarder cannot effect insurance cover, either due to the nature of the goods or for any other reason, he must inform the principal without delay.

21.2 The freight forwarder is entitled, but not obliged, to effect the insurance of the goods if this is in the interest of the principal. The freight forwarder may assume that the insurance cover is in the interest of the principal, especially when

- the freight forwarder has arranged insurance for a previous freight forwarding contract for the same principal in the course of an ongoing business relationship,
- the principal has declared a value of the goods for the purpose of insurance.

21.3 This assumption for the arrangement of insurance cover may not be made if

- the principal expressly forbids such insurance cover,
- the principal is a freight forwarder, carrier or warehousing company.

21.4 The freight forwarder, after due consideration, decides the type and scope of the insurance and arranges the cover at the usual market rates, unless the principal instructs the freight forwarder differently, specifying the insured sum and the risks to be covered, in writing.

21.5 For arranging the insurance, handling claims and other administrative tasks in connection with claims and averages, the freight forwarder is entitled to a reasonable remuneration according to local standards, otherwise, an appropriate remuneration, in addition to the compensation of his expenses, even in the absence of a prior agreement.

22. Liability of the freight forwarder, subrogation of claims of reimbursement

22.1 The freight forwarder is liable for damages according to the statutory provisions. However, the following provisions shall apply, in as much as they do not contradict mandatory regulations, in particular the law of pre-formulated terms and conditions.

22.2 In all cases where the freight forwarder is liable for losses or damages to the goods ("Güterschaden"), the freight forwarder must pay damage compensation, pay the value and reimburse the costs according to Sections 429, 430, 432 HGB.

22.3 In case of inventory divergences, the freight forwarder is entitled to balance the inventory with positive stock balance differences and stock shortfall of the same principal for value evaluation in cases as set out in Clause 24.

22.4 If the freight forwarder has a claim against a third party for damage for which he is not liable, or if the freight forwarder has claims in excess of the sum for which he is liable, he must, on request, cede such claim to his principal, unless the freight forwarder, by special agreement, had undertaken to pursue such claims at the cost and risk of his principal. The principal may also demand that the freight forwarder cedes all claims against third parties to him. Sections 437, 509 HGB remain unaffected.

23. Liability limitations

23.1 Except in case of damages during ordered warehousing, the freight forwarder's liability for damages to goods is limited according to Section 431 (1), (2) and (4) HGB, to:

- € 5 per kilogram of gross weight of the consignment,
- in case of damage occurring to goods whilst being carried, the damage is limited – contrary to the foregoing clause – to the legally limited maximum amount specified for this type of carriage,
- in case of a contract of multi-modal carriage – including sea transport – to 2 SDR per kg,
- € 1 million or 2 SDR per kg per claim, whichever is the higher,
- If only individual packages or parts of the consignment were damaged or lost, the maximum liability is calculated on the basis of the gross weight
- of the whole consignment if it is rendered valueless,
- of that part of the consignment that is rendered valueless.
- 8.33 Special Drawing Rights (SDR) for every kg, whenever the freight forwarder is a carrier, as defined by Section 407 HGB, acting as principal ("Spediteur im Selbsteintritt"), fixed costs freight forwarder ("Fixkostenspediteur") or consolidator ("Sammelladungsspediteur"), according to

Sections 458 to 460 HGB or care, custody and control freight forwarder (“Obhutsspediteur”) according to Section 461 (1) HGB.

23.2 Whenever the freight forwarder’s aforementioned liability exceeds an amount of EUR 1.25 million per damage case, this liability is furthermore limited to EUR 1.25 million per damage case, or to 2 SDR for every kg, whichever amount is higher.

23.3 The liability of the freight forwarder for damages to the goods in his custody for freight forwarding contracts which are subject to cross-border transportation is limited to the maximum statutory liability amount.

23.4 For all cases out of scope of the foregoing sentences, such as Section 461 (2) HGB, 280 ff BGB, the liability of the freight forwarder for damages to goods is limited according to Section 431 (1), (2) and (4) HGB to a maximum of:

- 2 SDR per kg for freight forwarding contracts relating to transportation by a variety of transport means, but including carriage of goods by sea,
- 8.33 SDR per kg for all other freight forwarding contracts.
- Furthermore, the freight forwarder’s liability is limited to the maximum amount of EUR 1.25 million for each case of damage.

23.5 The liability of the freight forwarder for all other damages than damages to the goods with the exception of damages during ordered warehousing or damages to personal injury or goods of third parties is limited to three times the amount that would be payable for the loss of the aforementioned goods. Furthermore, the freight forwarder’s liability is limited for each case of damage to the maximum amount of € 125,000. However, this regulation is not applicable on statutory provisions, such as Article 25 Montreal Convention (MC), Article 5 Règles uniformes concernant le contrat de transport international ferroviaire des marchandises (CIM) or Article 20 Convention de Budapest relative au contrat de transport de marchandises en navigation intérieure (CMNI), which extend the freight forwarder’s liability or permit to extend.

23.6 Sections 413 (2), 418 (6), 422 (3), 431 (3), 433, 445 (3), 446 (2), 487 (2), 491 (5), 520 (2), 521 (4), 523 HGB as well as any relevant mandatory liability provisions in international conventions shall remain unaffected.

23.7 If the freight forwarder’s aforementioned liability, except for the liability of the freight forwarder for damages to the goods in his custody for freight forwarding contracts which are subject to cross-border transportation, exceeds the amount of EUR 2.5 million per damage event, then freight forwarder’s liability is, irrespective of how many claims arise from a single damage event, further limited to a maximum amount of EUR 2.5 million per damage event or to 2 SDR per kg for lost or damaged goods, whichever amount is the higher. When there is more than one claimant, the freight forwarder’s liability shall be proportionate to individual claims.

24. Liability limitations for ordered warehousing, inventories and declaration of value

24.1 In the case of ordered warehousing, the liability of the freight forwarder for damages to goods is limited to:

- 8.33 SDR for every kg corresponding to Sections 431 (1), (2) and (4) HGB,
- a maximum of € 35,000 per damage case.

24.2 If the claim of a principal is based upon the difference between the nominal and actual inventory (Clause 15), the liability is limited to € 70,000 per year, irrespective of the amount of damage cases causing the difference in inventory and the amount and type of inventory taking. In either case, Clause 24 above remains unaffected. Clause 23 applies accordingly.

24.3 Upon payment of an agreed supplement and prior to warehousing of goods, the principal can specify a value in text form for an increased liability that differs from the maximum amounts stipulated in Clause 24.1. In this case, the specified value replaces the relevant maximum amount.

24.4 In case of warehousing upon instruction, the freight forwarder's liability for other damages, excluding damages to personal injury or goods of third parties, is limited to € 35,000 per case of damage. In case of warehousing upon instruction, but excluding personal injury or damages to goods of third parties, the freight forwarder's liability is always limited to € 2.5 million per damage event, irrespective of how many claims arise from a single damage event. When there is more than one claimant, the freight forwarder's liability shall be proportionate to individual claims.

25. Non-contractual liability

In accordance with Sections 434, 436 HGB, the above-mentioned liability exclusions and limitations also apply to non-contractual claims. Sections 413 (2), 418 (6), 422 (3), 431 (3), 433, 445 (3), 446 (2), 487 (2), 491 (5), 520 (2), 521 (4), 523 HGB as well as any relevant mandatory liability provisions in international conventions shall remain unaffected.

26. Burden of proof

The principal must provide evidence that goods of a specified quantity and state were handed to the freight forwarder in apparent good order. The freight forwarder must provide evidence that he delivered the goods as he received them. The burden of proof that goods were damaged whilst being transported (Clause 23) in the means of transport lies with the party claiming such damage. If the place where the damage occurred is unknown, the freight forwarder must specify the sequence of transportation by documenting the interfaces (Clause 7) if requested by the principal or the consignee. It is to be assumed that the damage occurred during that stage of the transportation for which the freight forwarder cannot provide a clean receipt. The freight forwarder is obliged to ascertain, through appropriate enquiries and obtaining evidence, where the damage occurred.

27. Notification of a claim

Claims have to be made in accordance with Section 438 HGB. The goods delivered shall be checked for quantity and quality without delay. Any deviations and complaints shall be reported immediately in writing. In the event of delivery without receipt (night or weekend delivery), complaints will only be taken into account if the consignee has submitted the claim in writing immediately after start of work on the next working day by 12.00 noon.

28. Qualified fault

28.1 Liability exclusions and limitations listed in Clauses 22, 23, 24 and 25 do not apply when the damage has been caused by:

- intent or gross negligence of the freight forwarder or vicarious agents or
- infringement of material contractual obligations, whereby such claims are limited to predictable and typical damages.

28.2 Divergent from the foregoing sentence, the liability limitations of Clause 24 do not apply in case of gross negligent or intentional infringements of material contractual obligations only.

28.3 Sections 435, 507 HGB remain applicable within their scope of application. Clause 27 first sentence is not applicable on statutory provisions, such as Article 25 MC, Article 36 CIM or Article 20, 21 CMNI, which extend the freight forwarder's liability, allow extending or expanding the imputation of fault of servants or third parties.

29. Freight forwarding insurance

29.1 The freight forwarder is obliged to cover, at going market rates, his transport-related liability according to the CCG Terms and Conditions and as legally required to cover standard liabilities with an insurer of his choice.

29.2 Agreements for maximum compensation per claim, event and year are permitted; also contributions from the freight forwarder. The freight forwarder may only refer to the CCG Terms and Conditions towards his principal if he has arranged sufficient insurance cover at the time the order is placed.

29.3 If requested by the principal, the freight forwarder has to provide proof of this liability insurance cover.

30. Liability of the principal

30.1 The liability of the principal pursuant to Sections 414, 455, 468, and 488 HGB is limited to € 200,000 per damage event.

30.2 The above-mentioned liability limitation does not apply in case of personal injuries, such as injury of life, body and health, if the damage was caused by gross negligence or wilful intent of the principal or his vicarious agents, or infringement of material contractual obligations, whereas the latter is limited to predictable and typical damages.

31. Place of fulfilment, place of jurisdiction, applicable law

The place of fulfilment for all parties to the contract is the location of that branch office of the freight forwarder at which the orders are directed. The place of jurisdiction for all disputes arising out of the order is for all participants, so far as they are business people, exclusively the location of that branch office of the freight forwarder at which the orders are directed. The aforementioned place of jurisdiction shall be deemed as an additional place of jurisdiction pursuant to Article 31 CMR and Article 46 (1) CIM, but not in case of Article 39 CMR, Article 33 MC, Article 28 Convention for the Unification of certain rules relating to international carriage by air (WC). The legal relationship between the freight forwarder and the principal or his legal successors is governed by the law of the Federal Republic of Germany.

32. Confidentiality

Contractual parties are obliged to maintain confidentiality regarding all unpublished information received during the execution of the freight forwarding contract. This information can only be used for the exclusive purpose of contract fulfilment. The parties shall commit other legal persons with an equivalent confidentiality obligation, if these legal persons are deployed for contract fulfilment.

33. Anti-corruption clause/Right of termination without notice

33.1 The principal and CCG DE undertake to take all necessary and reasonable measures to prevent corruption. Therefore, the parties undertake to neither offer, promise or grant, acting through employees, members of governing bodies or third parties, any benefits or other advantages (such as money, monetary gifts or invitations that primarily have no business purpose, such as sporting events, concerts, cultural events) to employees or managing directors of the other party, including their relatives, nor have such benefits or advantages offered, promised or granted in any other way by third parties. Claims for compensation shall remain unaffected.

33.2 In the event of a breach of the anti-corruption agreement, CCG DE is entitled to terminate all existing contracts without notice if a prior written warning has remained without effect. In the event of a serious breach, no prior warning is necessary.

34. Compliance

34.1 The contracting party commits to carrying out his contractual duties and to act according to the legal regulations covering his business and to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights and the Declaration of the International Labour Organization regarding the 1998 Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and customs.

34.2 In particular, the contracting party will commit to:

- no child or forced labour,
- comply with the relevant national laws and regulations regarding working hours, wages, salaries and, in particular, pay the statutory minimum wage, and to comply with any other obligations for employers,
- comply with the current regulations on health and safety at work, and to provide a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness.