



## **General German Forwarders' Conditions 2017 (ADSp 2017)**

### **1. Definitions**

#### **1.1 Delivery**

The term delivery also includes delivery in the case of warehousing transactions.

#### **1.2 Client**

The legal entity concluding a transport contract with the forwarder.

#### **1.3 Goods at risk of theft**

Goods exposed to an increased risk of robbery and theft, such as money, precious metals, jewellery, watches, precious stones, works of art, antiques, cheque cards, credit cards or other means of payment, securities, securities, documents, spirits, tobacco products, consumer electronics, telecommunications equipment, computer equipment and accessories, and chip cards.

#### **1.4 Recipient**

The legal person to whom the goods are delivered under the transport contract or under the effective instructions of the or any other person entitled to dispose of the goods.

#### **1.5 Vehicle**

A means of transport used for the transport of a good by road.

#### **1.6 Dangerous goods**

Goods of which also in the course of normal transport, storage or other activity may pose an immediate danger to persons, vehicles and legal assets of third parties. Dangerous goods are in particular those goods that fall within the scope of relevant dangerous goods laws and regulations as well as regulations relating to hazardous materials, water or waste.

#### **1.7 Loading equipment**

Means for grouping packages and forming loading units, e.g. pallets, Containers, swap bodies, receptacles.

#### **1.8 Loading point / unloading point**

The postal address, unless the parties have agreed on a more precise location

#### **1.9 Time of performance**

The time (date, time) at which a certain service is to be performed, e.g. a time window or a time.



#### 1.10 Packages

Single items or units formed by the principal for the execution of the contract, with or without loading equipment, which the freight forwarder has to handle as a whole (packages in the sense of §§ 409, 431, 504 of the German Commercial Law)

#### 1.11 Damage/loss event

A claim shall be deemed to exist if an injured party has a claim on the basis of an external event from a transport contract or instead of a transport contract claim; a damaging event shall be deemed to exist if, due to an external event, several injured parties from several transport contracts.

#### 1.12 Interface

After taking over and before delivery of the goods by the freight forwarder every transfer of the goods from one legal entity to another, every transhipment from one vehicle to another, every (temporary) storage.

#### 1.13 Freight forwarder

The legal entity concluding a transport contract with the contracting authority. Forwarding agents in this sense are in particular freight forwarders in the sense of § 407 HGB, forwarding agents in the sense of § 453 HGB, warehousemen in the sense of § 467 HGB and carriers in the sense of §§ 481, 527 HGB.

#### 1.14 Transport contracts

Contracts of the Freight Forwarder for all kinds of activities, whether they concern freight forwarding, carriage, ocean freight, warehousing or any other business normally pertaining to the forwarding trade (e.g. customs clearance, tracking and tracing, transshipment) These also include logistics services customary in freight forwarding if these are connected with the transport or storage of goods, in particular activities such as the formation of loading units, commissioning, labelling and weighing of goods and returns handling. Contracts of carriage shall also be deemed to be contracts of carriage for the provision of manned motor vehicles for use in accordance with the instructions of the principal.

#### 1.15 Shippers

The legal person who, in accordance with the transport contract or on the basis of effective instructions for transport...to the other side.

#### 1.16 Essential contractual obligations

Obligations whose fulfilment is essential for the proper execution of the transport contract (clause 1.14) and on whose compliance the contracting party may regularly rely.

#### 1.17 Valuable goods

Good with an actual value at the place and time of takeover of at least 100 euro/kg.

---

#### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



#### 1.18 Time window

Agreed performance period for the arrival of the forwarder at the loading or unloading point.

#### 1.19 Time

Agreed time of performance for the arrival of the forwarder at the loading or unloading point.

### 2. Scope of application

2.1 The ADSp apply to all contracts of transportation for which the freight forwarder is the contractor.

2.2 Statutory regulations, which have not been deviated from by way of pre-formulated contract terms have priority over the ADSp.

2.3 The ADSp do not apply to transactions which are exclusively involve

2.3.1 Packaging work,

2.3.2 the transport and storage of goods to be towed or salvaged

2.3.3 the transport and storage of removal goods within the meaning of § 451 HGB (German Commercial Code),

2.3.4 Storage and digitisation of files; files are all types of embodied and digitised business papers, documents, data carriers and similar items used to collect information,

2.3.5 Heavy or oversized transports, the performance of which requires a transport permit under traffic law or crane services and associated assembly work.

2.4 The ADSp do not apply to transport contracts with consumers within the meaning of § 13 BGB.

### 3. obligations of the customer when placing the order; information obligations, special types of goods

3.1 The principal informs the freight forwarder in due time about all important facts known to him that are relevant for the factors influencing the execution of the order. These include

3.1.1 Addresses, nature and quality of the goods, the gross weight (including packaging and the weight of the goods loading equipment provided) or the quantity, marks, numbers, number and kind of packages otherwise expressed, special characteristics of the goods (such as live animals, plants, perishability), the value of the goods (e.g. for customs purposes or insurance of the goods in accordance with section 21), and delivery periods,



3.1.2 all public law, e.g. customs law, foreign trade law (in particular goods law), as well as the law of the Federal Republic of Germany embargoes) and security obligations,

3.1.3 in the case of carriage by sea, all information required by maritime safety regulations (e.g. SOLAS) required data in the prescribed form,

3.1.4 existing industrial property rights vis-à-vis third parties, e.g. restrictions under trademark and licensing law associated with the possession of the goods, as well as legal or official obstacles, which stand in the way of order processing,

3.1.5 special technical requirements for the means of transport and special load securing equipment, to be provided by the forwarding agent.

3.2 In the case of dangerous goods the principal must inform the freight forwarder in writing and in good time about the quantity, the exact nature to communicate the hazard and, if necessary, the precautions to be taken. If it concerns are dangerous goods within the meaning of the law on the transport of dangerous goods or other Goods for the transport or storage of which there are special regulations on hazardous goods or waste, the client must provide the information necessary for the proper execution of the order. information, in particular the classification according to the relevant dangerous goods law, and at the latest to hand over the necessary documents when the goods are handed over.

3.3 In the case of valuable goods or goods with an inherent risk of theft, the principal must inform the freight forwarder in writing about about the nature and value of the goods and the existing risk, so that the freight forwarder can decide on the acceptance of the order or take appropriate measures to ensure a safe and damage-free processing of the order. If he accepts this order, the freight forwarder is obliged to take appropriate security measures to protect the goods.

3.4 The principal must provide the freight forwarder with all certificates and other documents and to provide information (e.g. tariff classification) which are necessary in particular for the proper customs or other legally prescribed treatment- including security checks e.g. for air freight consignments- of the goods.

#### 4. rights and duties of the freight forwarder

4.1 The freight forwarder must look after the interests of his principal. He has to base his instructions on obvious defects and to inform the client of all the circumstances of risk known to him for the execution of the order immediately. If necessary, he must obtain instructions.

---

#### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



4.2 The freight forwarder has to ensure that the vehicles he uses for the transport load securing equipment and, insofar as the provision of loading equipment has been agreed, that it is in technically perfect condition, the statutory provisions and the requirements set out in the transport contract for the property. Vehicles and loading equipment must be fitted with the usual devices, equipment or methods of protection against risks to the goods, in particular load securing equipment, to be equipped. Vehicles should be low-emission, low-noise and energy-saving.

4.3 The freight forwarder shall use reliable, suitably and properly trained, suitable and duly employed driving personnel, trained according to the activity and, if necessary, with a driver's certificate.

4.4 The freight forwarder must have a valid and familiarised house and office address at an external premises, to follow the operating or construction site regulations.

§ 419 HGB remains unaffected.

4.5 The freight forwarder is entitled to relieve customs bonded warehousing and freight forwarding services from dependent on the company, which will enable it to be represented directly.

4.6 If the freight forwarder is entrusted with the international transport of goods or with import or export clearance, this instruction includes, in case of doubt, customs formalities or other legal formalities. the prescribed handling of the goods, if without it the international carriage is to be completed by is not executable to the place of destination. He shall not

4.6.1 Open packaging if this is necessary for the purpose of carrying out a legally prescribed control (e.g. forwarder as Regulated Agent) is required, and then take all measures necessary for the order processing, e.g. repack the goods,

4.6.2 interpret the duties fixed by customs

4.7 In case of damage to goods or delay in delivery the freight forwarder, upon request of the principal or the recipient to this immediately all necessary and appropriate measures to secure claims for damages to provide information known to him.

4.8 Unless explicitly agreed otherwise, the instructions given to the freight forwarder do not cover

4.8.1 the provision and exchange of pallets or other loading equipment,

4.8.2 the loading and unloading of the goods, unless circumstances or the custom of the trade indicate otherwise



4.8.3 a ban on transhipment (§ 486 HGB does not apply),

4.8.4 the provision of a tracking and tracing system, unless this is customary in the industry whereby item 14 remains unaffected,

4.8.5 Returns, transhipments and concealed incidental loads. If, in deviation from the order, the client one or more further packages for transport and the freight forwarder takes packages for transportation, the freight forwarder and the principal must agree on a common bond between a new transport contract for this property. In the case of returns or concealed additional loads the provisions of the original transport contract, in the absence of any agreement to the contrary. Item 5.2 remains unaffected.

4.9 Additional performance and information obligations, e.g. regarding quality management measures and their compliance (audits) as well as monitoring and evaluation systems and key performance indicators require express agreement.

## 5. contact person, electronic communication and documents

5.1 At the request of a Contracting Party, each Contracting Party shall designate one or more contact persons for the receipt of information, statements and enquiries for the execution of the Agreement and shall provide names and contact addresses of the other party. This information must be updated in the event of changes. Definitely a party does not have a contact person, the person who concluded the transport contract on behalf of the party shall be considered the contact person. Information obligations going beyond the legal requirements, e.g. regarding measures to be taken by the forwarder in the event of disruptions, in particular an imminent delay in acceptance or delivery, in the event of obstacles to transport or delivery, in the event of damage to the goods or other disruptions (emergency concept) require express agreement.

5.2 In the absence of an express agreement, contractual declarations of the warehouse and driving personnel are required on their effectiveness of the approval of the respective Contracting Party.

5.3 The principal shall ensure that the shipper or consignee shall be responsible for makes the declarations required for the execution of the transport contract at the place of loading or unloading and carries out actual acts, such as the handing over or taking over of the goods.

5.4 If so agreed between the principal and the freight forwarder, the parties shall communicate by EDI (Electronic Data Interchange)/DFÜ (data transmission) transmit or receive consignment data, including invoicing. The transmitting party bears the risk of loss, completeness and correctness of the transmitted data.

## DERDA Logistik GmbH

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld  
IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042  
VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



5.5 In case of an agreement according to clause 5.4, the parties shall ensure that their own IT system is ready for operation and the usual security and control measures are taken to protect the electronic to protect data exchange against access by third parties and against modification, loss or destruction of electronically transmitted data. Each party is obliged to provide the other party with to communicate changes to their IT system, the impact on electronic data exchange could have.

5.6 Electronically or digitally created documents, in particular proofs of delivery, are available in written form. documents. In addition, each party is entitled to archive written documents only electronically or digitally and to destroy the originals in compliance with the statutory provisions.

## 6. packaging and labelling obligations of the client

6.1 The goods are to be packed by the client and, if necessary, packed with clear and durable to be marked with an appropriate label to indicate that they have been treated in accordance with the order. Old markings are to be or make them unrecognisable. The same applies to packages.

## 6.2 Furthermore, the principal is obliged

6.2.1 to mark packages belonging to one consignment as belonging together in a recognizable way,

6.2.2 To prepare packages- if necessary- in such a way that they can be accessed without leaving any traces of externally visible traces is not possible.

## 7. the freight forwarder's load securing and control obligations

7.1 If the loading or unloading is done at more than one place of loading or unloading, the freight forwarder shall Completion of the safe loading of the goods the load is secured continuously until last unloading point safe.

7.2 The freight forwarder is obliged to carry out controls at every interface. He has to check the goods for completeness and identity as well as externally visible damage and intactness of labels, seals and to check closures and document irregularities.

## 8. Receipt

8.1 The freight forwarder must provide a receipt for the acceptance of the goods- if necessary with reservation. With the receipt the freight forwarder confirms in case of doubt only the number and kind of packages, but not their content, value, weight or otherwise specified quantity.

---

### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



8.2 In the case of pre-loaded or closed loading units such as containers or swap bodies and in advance of data provided by the principal, the correctness of an acceptance receipt regarding the number and kind of packages loaded shall be deemed to have been refuted if the freight forwarder notifies the principal without delay after having unloaded the loading unit of (quantity) differences and damage.

8.3 As proof of delivery the freight forwarder requests from the consignee a receipt for the packages named in the forwarding instruction or other accompanying documents. If the consignee refuses to issue a receipt of delivery, the freight forwarder must request instructions. The principal may request the issue of a delivery receipt within one year after delivery of the goods.

8.4 All signed documents proving the completion of the forwarding instruction, such as delivery notes, freight forwarder's receipts, waybills, bills of lading, bills of lading or bills of lading, serve as acceptance or delivery receipts.

8.5 The taking-over or delivery receipt can also be issued electronically or digitally, unless the client requests the issue of a bill of lading or bill of lading or sea waybill, bill of lading or bill of lading.

## 9. Instructions

The freight forwarder is obliged to observe all instructions concerning the goods given to him after the contract has been concluded, unless the execution of such instructions is likely to cause damage to the operation of his business or damage to the principals or consignees of other consignments. If the freight forwarder intends not to follow an instruction given to him, he must inform the person who gave the instruction without delay.

## 10. freight transfer, cash on delivery

The statement of the principal that the instruction is to be executed freight unpaid or, for example, that it is to be executed in accordance with the Incoterms for the account of the consignee or a third party, does not affect the principal's obligation towards the freight forwarder to pay the remuneration as well as other charges (freight, customs duties and other dues). C.O.D. instructions, e.g. in accordance with § 422 of the German Commercial Code, Art. 21 of the CMR, remain unaffected.

## 11. non-compliance with loading and unloading times, demurrage

11.1 If the principal has to load or unload the goods, he is obliged to pay the agreed, otherwise appropriate loading or unloading time must be observed.

11.2 If, in road freight transport, a time or a window of time is agreed upon or advised by the freight forwarder for the provision of a vehicle, without any objection from the principal, the shipper or consignee, the loading or unloading time for complete loads (but not for bulk goods) is the same as the time agreed upon, irrespective of the number of consignments per loading or unloading point for vehicles with a maximum permissible total weight of 40 tons.

---

### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



Weight in each case a maximum of 2 hours for loading and unloading. For vehicles with a lower total weight, these times are reduced on a case-by-case basis in appropriate Scope.

11.3 The loading or unloading time begins with the arrival of the road vehicle at the loading or unloading point (e.g. notification to the gatekeeper) and ends when the principal or recipient has fulfilled his obligations has been fully complied with. If a concrete performance time has been agreed for the provision of the road vehicle at the loading or unloading point, the loading or unloading time shall not begin before the time agreed for the provision.

11.4 If the loading or unloading time is exceeded due to contractual agreement or for reasons outside the freight forwarder's sphere of risk, the principal must inform the freight forwarder about the agreed time, otherwise to pay an appropriate demurrage fee as compensation.

11.5 The above provisions apply accordingly, if the freight forwarder is obliged to load or unload the goods and the principal is exclusively obliged to load the goods for loading or unloading to be provided or received after unloading.

## 12. impediments to performance, force majeure

12.1 If the freight forwarder is unable to take over the goods or to do so in time, he must inform the principal or shipper without delay and obtain appropriate instructions. § Section 419 HGB shall apply accordingly. The client remains entitled to terminate the transport contract without the freight forwarder is entitled to assert claims in accordance with § 415, section 2 of the German Commercial Law.

12.2 Impediments to performance that do not fall within the scope of risks to be borne by a party to the contract relieve the contractual parties for the duration of the disruption and the extent of its effect from the performance obligations.

Such impediments to performance shall be deemed to be force majeure, unrest, warlike or terrorist acts, strikes and lockouts, blockades of transport routes and other unforeseeable events, unavoidable and serious events. In the event of an impediment to performance, each contracting party is obliged to inform the other party immediately; the freight forwarder is also obliged to obtain instructions from the client.

## 13. delivery

13.1 If it becomes apparent after arrival at the place of unloading that the goods cannot be unloaded within the agreed time, the freight forwarder must inform the principal immediately and request instructions. § 419 German Commercial Law (HGB) applies.

---

### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



13.2 If the freight forwarder cannot respect the agreed time for performance or- in the absence of an agreement- an appropriate time for delivery of the goods, he must seek instructions from his principal or the consignee.

13.3 If the consignee, at his home, business premises or at a common facility, where the consignee lives, the goods may, unless there is obvious doubt about their Receive authorization exist, are delivered

13.3.1 in the home to an adult family member, a person employed in the family or an adult permanent roommate,

13.3.2 in business premises to a person employed there,

13.3.3. in Community bodies, the head of the body or an authorised representative.

13.4 If the freight forwarder has an agreement with the principal or consignee, according to which delivery is to take place without physical delivery to the consignee (e.g. night delivery, garage delivery or belt delivery), delivery shall take place when the goods are actually made available at the agreed place.

13.5 Delivery may only take place under the supervision of the principal, consignee or a third party authorised to receive the goods. Clauses 13.3 and 13.4 remain unaffected.

#### 14. the freight forwarder's duty of information and release

14.1 The freight forwarder is obliged to provide the principal with all necessary information, upon request to provide information on the status of the transaction and to account for its execution; however, he shall only be obliged to disclose the costs if he is acting on behalf of the principal.

14.2 The freight forwarder is obliged to provide the principal with all information about the transaction and he obtains from the management.

#### 15. storage

15.1 The client must pack and mark the goods, if necessary, and must provide documents for the and to provide all information required by the freight forwarder for the proper storage of the goods.

15.2 The goods are stored at the discretion of the freight forwarder in his own warehouses or, if not contractually agreed upon, in those of third parties.

---

#### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



If the freight forwarder stores goods with a third party warehouse keeper, he must inform the principal in writing without delay of the name and place of storage or, if a warehouse warrant has been issued, make a note on it.

15.3 The freight forwarder is responsible for the proper maintenance and care of warehouses and other storage areas, access roads to the company premises and the securing of the goods, in particular against theft. Further security measures, which e.g. go beyond the statutory fire protection regulations, require express agreement.

15.4 Unless otherwise agreed

15.4.1 the taking over of the goods for storage begins with the beginning of the unloading of the vehicle by the Forwarding agent and delivery of the goods ends with the completion of loading by the forwarder,

15.4.2 inventory management is carried out by the freight forwarder's warehouse management system

15.4.3 a physical inventory shall be taken each year. On instruction of the principal the freight forwarder performs further physical inventories against reimbursement of expenses.

15.5 The freight forwarder is obliged, at the time of acceptance of the goods, to inspect the goods, if he has appropriate means of control to carry out an incoming goods inspection according to type, quantity and condition of the goods, marks, numbers, number of packages as well as externally recognizable damages according to § 438 HGB.

15.6 To safeguard the goods regular controls by appropriate personnel of the freight forwarder are to be made.

15.7 In case of shortages of and changes in the goods the freight forwarder must inform the principal immediately and to obtain instructions. § Section 471 (2) HGB remains unaffected.

15.8 Any further obligations to perform and provide information require express agreement.

16. remuneration

The agreed remuneration, which includes the costs of transport and storage, shall cover all services to be provided under the transport contract. Additional claims for costs incurred in the regular course of transport or storage and foreseeable at the time of the tender cannot be made separately, unless otherwise agreed. Calculation errors shall be borne by the party making the calculation. §§ Sections 412, 418, 419, 491, 492 588 to 595 of the German Commercial Code (HGB) and comparable regulations from international agreements remain unaffected.



## 17. claims for expenses and indemnification

17.1 The freight forwarder is entitled to reimbursement for outlays which he deems necessary in the circumstances and is not responsible for, in particular contributions to average proceedings, detention or Demurrage costs, repackaging to protect the goods.

17.2 If the principal instructs the freight forwarder to take delivery of the goods and, upon delivery demanded freight charges, cash on delivery, customs duties, taxes or other charges or expenses the freight forwarder is entitled, but not obliged, to interpret them- in so far as he could reasonably require them in the circumstances- and to demand reimbursement from his principal, unless otherwise agreed.

17.3 The freight forwarder is not liable for expenses such as freight claims, contributions to general average, customs duties, taxes and charges which are payable to the freight forwarder, in particular as agent or possessor of goods belonging to third parties the principal must, on request, release the freight forwarder from liability if the freight forwarder is not responsible for such action.

## 18. invoices, foreign currencies

18.1 Claims for remuneration of the freight forwarder require an invoice or statement of payments in accordance with legal requirements. In the case of undisputed delivery, not the presentation of proof of delivery.

18.2 The freight forwarder is entitled to request from foreign principals or consignees, at his discretion to request payment in their national currency or in euro.

18.3 If the freight forwarder owes foreign currency debts or if he advances foreign currency, he is entitled either to demand payment in the foreign currency or in Euro. If he demands payment in Euro, the conversion shall be made at the exchange rate officially fixed on the day of payment of the freight forwarder's rate, which the freight forwarder shall prove.

18.4 Payment by credit note must be explicitly agreed upon. In case of doubt the to issue credit notes immediately after performance of the service. Section 18.1 sentence 1 does not apply to the credit note procedure.

## 19 Offsetting, retention

Offsetting or retention against claims arising from the transport contract and associated non-contractual claims is only permissible if the counterclaim is due, undisputed, ready for decision or has been legally established.



## 20. lien and right of retention

20.1 As security for his claims arising from services under the contract of transportation the freight forwarder may rely on the statutory rights of lien and retention to which he is entitled.

20.2 The realisation of the lien shall be effected in accordance with the statutory provisions with the proviso that

20.2.1 if the Carrier or the Haulage Contractor exercises his legal lien, the threat of pledge sale and the necessary notifications to the recipient,

20.2.2 the period of one month specified in § 1234 BGB shall be replaced by one week.

20.3 The principal is entitled to prohibit the exercise of the lien, if he assigns the freight forwarder a means of security equivalent to his claims (e.g. directly enforceable bank guarantee) concedes.

## 21. insurance of the property

21.1 The freight forwarder arranges for the insurance of the goods (e.g. transit or warehousing insurance) with a insurer of his choice, if the principal instructs him to do so before the goods are handed over.

21.2 The freight forwarder must arrange for the insurance of the goods, if in the interest of the principal is lying. The freight forwarder may assume this in particular if

21.2.1 the freight forwarder, in the case of a previous forwarding contract within the scope of an ongoing business relationship Insurance,

21.2.2 the principal has stated in the contract a „value of goods for insurance of the goods

21.3 The presumption of an interest in taking out insurance cover under section 21.2 applies in particular not if

21.3.1 the principal prohibits the covering,

21.3.2 the principal is a freight forwarder, carrier or a stock keeper.



21.4 When arranging the insurance, the freight forwarder must comply with the instructions of the principal, especially regarding the insured sum and the risks to be covered. If he receives no instructions, the freight forwarder, after due consideration, has to decide upon the type and scope of the insurance and to effect it at the usual market rates.

21.5 If the freight forwarder, due to the nature of the goods to be insured or for any other reason, is unable to effect insurance cover, the freight forwarder must inform the principal immediately.

21.6 If the freight forwarder arranges for insurance cover at the instruction of the principal after the contract has been concluded, or arranges for the collection of a claim or other services in connection with the settlement of claims and averages, he is entitled, even if not agreed upon, to a customary, otherwise appropriate remuneration in addition to reimbursement of his outlays.

## 22. liability of the freight forwarder, assignment of claims

22.1 The freight forwarder is liable for damage in accordance with legal regulations. However, the following rules apply, unless otherwise specified by mandatory or general terms and conditions fixed by law

22.2 In all cases where the freight forwarder is liable for loss of or damage to goods (damage to goods) under sections 23.3 and 24, he is liable for compensation for depreciation and costs in accordance with §§ 429, 430, 432 of the German Commercial Law (HGB).

22.3 In the case of inventory discrepancies, the freight forwarder is entitled, in the cases covered by section 24, to balance the inventory in the case of simultaneous shortages and surpluses of the same principal in order to determine the compensation for lost value.

22.4 If the freight forwarder has a claim against a third party for damage for which he is not liable, or if he the freight forwarder's claims against third parties in excess of the sum for which he is liable, he must, on request, cede such claims to his principal, unless the freight forwarder, by special agreement, had undertaken to pursue such claims at the cost and risk of his principal. §§ 437, 509 HGB (German Commercial Code) remain unaffected.

## 23. limitations of liability

23.1 The liability of the freight forwarder for damage to goods whilst in his care, in accordance with § 431 sections 1, 2 and 4 of the German Commercial Law, is limited as follows, except for damage arising out of carriage by sea and warehousing upon instruction

---

### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



23.1.1 to 8.33 special drawing rights per kg, if the freight forwarder

- Carrier within the meaning of § 407 HGB,
- Freight forwarder in self-contract, fixed cost or groupage freight forwarder in the sense of §§ 458 to 460 HGB or
- is a custodian within the meaning of § 461 Para. 1 HGB;

23.1.2 to 2 instead of 8.33 special drawing rights per kg, if the principal arranges with the freight forwarder a transport contract for carriage by various means of transport, including of a maritime transport operation and the place of loss or damage is unknown. If the place of damage is known, the liability is determined according to § 452a HGB, taking into account the exclusions and limitations of liability the ADSp.

23.1.3 If the liability of the freight forwarder under section

23.1.1. an amount of EUR 1.25 million per claim, his liability is also limited from each claim up to a maximum amount of EUR 1,25 million or 2 special drawing rights for each kilogram, whichever is the greater.

23.2 The liability of the freight forwarder for damage to goods whilst in his care is regulated by a contract of transportation for a sea transport and, in the case of international transport, on the means of transport legally permitted for such transport is limited to the maximum amount of liability established. Item 25 remains unaffected.

23.3 In the cases not covered by Clauses 23.1 and 23.2 (such as § 461 para. 2 HGB, §§ 280 ff BGB), liability of the freight forwarder for damage to goods is limited in amount in accordance with § 431 sections 1, 2 and 4 of the German Commercial Code.

23.3.1 in case of a contract of carriage by sea or by different modes of transport including sea transport to 2 special drawing rights for each kg

23.3.2 for all other transport contracts to 8.33 Special Drawing Rights per kilogram

23.3.3 Furthermore the liability of the freight forwarder for each claim is limited to a maximum of of 1.25 million euros.

23.4 The liability of the freight forwarder for damage other than to goods, except for damage caused by wrongful acts or omissions of the freight forwarder, is limited to the damage storage, personal injury and material damage to third party goods is limited to three times the amount of the amount payable in the event of loss of the goods under



23.3.1 or 23.3.2 would be payable. Furthermore the liability of the freight forwarder for each claim is limited to a maximum amount of EUR 125 000.

23.4.1 §§ 413 para. 2, 418 para. 6, 422 para. 3, 431 para. 3, 433, 445 para. 3, 446 para. 2, 487 para. 2, 491 para. 5, 520 para. 2, 521 para. 4, 523 HGB and corresponding liability provisions in international Conventions which may not be derogated from by means of pre-formulated contractual terms, remain unaffected.

23.4.2 Section 23.4 does not apply to legal provisions such as Art. 25 MÜ, Art. 5 CIM or Art. 20 CMNI, which extend or permit the extension of the liability of the freight forwarder. 23.5 If the liability of the freight forwarder under sections 23.1, 23.3 and 23.4 exceeds EUR 2.5 million per event, his liability, irrespective of the number of claims arising from an event, is furthermore limited to EUR 2.5 million per event or 2 special drawing rights for each kg of lost or damaged goods, whichever is the greater; in the case of more than one claimant the freight forwarder's liability is proportionate to their individual claims.

#### 24. limitations of liability for warehousing upon instruction, stocktaking and declaration of value

24.1 The liability of the freight forwarder for damage to goods in the case of warehousing upon instruction is limited to the amount for

24.1.1 to 8.33 special drawing rights per kilogram in accordance with § 431 (1), (2) and (4) HGB,

24.1.2 a maximum of 35,000 euros per claim.

24.1.3 If the claim of a principal consists of a difference between the nominal and actual inventory, the liability of the freight forwarder, in derogation of section 24.1.2, is limited to 70,000 Euro per year, irrespective of the number and type of inventories made and of the number of events causing the inventory discrepancy.

24.2 The principal may, against payment of a surcharge to be agreed upon, declare in text form, prior to storage, a value for increasing liability which exceeds the maximum amounts specified in section 24.1. In this case, the value stated in each case shall replace the relevant maximum amount.

24.3 The liability of the freight forwarder for claims other than for damage to goods, excepting personal injury and damage to goods that are not subject of the contract of transportation, is limited to EUR 35,000 per claim in the case of warehousing upon instruction.

24.4 The liability of the freight forwarder- excepting personal injury and damage to goods that are not subject of the contract of transportation- is limited in the case of warehousing upon instruction to EUR 2.5 million per event, irrespective of the number of claims arising from an event; in the case of more than one claimant the freight forwarder's liability is distributed amongst them in proportion to their individual claims. Section 24.2 remains unaffected.

---

#### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



## 25. exclusion of liability for carriage by sea and inland waterways

25.1 In accordance with § 512, section 2, No. 1 of the German Commercial Law, it is agreed that the freight forwarder, in his capacity as carrier, is not responsible for damage caused by his personnel or the crew of the vessel, if the damage occurred due to their conduct while managing or otherwise operating the vessel, but not while taking actions which were predominantly in the interest of the cargo, or due to fire or explosion on board a vessel.

25.2 In accordance with article 25 paragraph 2 CMNI, it is agreed that the Freight Forwarder, in his capacity as carrier or performing carrier, is not liable for damage which

25.2.1 caused by an act or omission of the master of the ship, pilot or other legal persons in the service of the ship or of a pusher or tugboat in the course of navigational guidance or the formation or dissolution of a pushing or towing association, provided that the Freight Forwarder has fulfilled his duties under Art. 3 para. 3 CMNI with regard to the crew, unless the act or omission is committed with the intention of causing damage or recklessly and with the knowledge that such damage will probably occur,

25.2.2 caused by fire or explosion on board the Ship, without it being proved that the fire or explosion was caused by the fault of the Freight Forwarder, the Carrier or their servants or agents or by a defect of the Ship

25.2.3 are attributable to defects of his or a chartered or hired ship existing before the start of the voyage, if he proves that the defects could not be discovered before the start of the voyage despite exercising due care.

25.3 Clause 22.4 remains unaffected.

## 26. non-contractual claims

The above exclusions and limitations of liability shall also apply to non-contractual claims in accordance with §§ 434, 436 HGB. Section 23.4.1 shall apply accordingly.

## 27 Qualified fault

27.1 The exclusions and limitations of liability set out in Clauses 22.2, 22.3, 23.3 and 23.4 in conjunction with 23.5, 24 and 26 shall not apply if the damage was caused

27.1.1 by intent or gross negligence of the freight forwarder or his agents or

27.1.2 by breach of material contractual obligations, whereby claims for compensation in the latter case are limited to foreseeable, typical damage.



## 27.2 Deviating from clause

27.1.2 the limitations of liability in sections 24.1 and 24.2 shall only cease to apply in the event of a grossly negligent or intentional breach of material contractual obligations.

27.3 §§ 435, 507 HGB remain unaffected in their respective scope of application.

27.4 No. 27.1 does not apply to legal regulations such as Art. 25 MÜ, Art. 36 CIM or Art. 20, 21 CMNI, which extend or permit the extension of the liability of the freight forwarder or extend the imputation of blame to persons or other third parties.

## 28. Liability insurance of the forwarder

28.1 The freight forwarder is obliged to take out and maintain liability insurance with an insurer of his choice at market conditions, which at least covers his contractual liability in accordance with the ADSp and the law. The agreement of a maximum compensation per claim, event and year is permitted; likewise the agreement of an appropriate self-participation of the freight forwarder.

28.2 The freight forwarder must provide evidence of a valid liability insurance policy to the principal upon request, by producing an insurance certificate. If he does not provide such proof within an appropriate period of time, the principal may terminate the contract of transportation by extraordinary notice.

28.3 The freight forwarder may only refer to the liability provisions of the ADSp towards his principal if he has arranged sufficient insurance cover at the time of giving the instructions.

## 29. principal's liability

29.1 The liability of the client under §§ 414, 455, 468 and 488 HGB is limited to 200,000 euros per damaging event.

29.2 The aforementioned limitation of liability shall not apply in the case of personal injury, i.e. injury to life, body or health, or if the damage has been caused by intent or gross negligence on the part of the client or his vicarious agents or by breach of material contractual obligations, whereby claims for compensation in the latter case shall be limited to foreseeable, typical damage.

## 30 Applicable law, place of performance, place of jurisdiction

30.1 The legal relationship between freight forwarder and principal is governed by German law.

Page 18

---

### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: info@derda.de

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964  
Registered office: Düsseldorf  
Local court Düsseldorf  
HRB 76732



30.2 The place of fulfilment for all parties is the location of the branch office of the freight forwarder at which the instructions or enquiries are directed.

30.3 The place of jurisdiction for all disputes arising out of or in connection with the contract of transportation, its initiation or in connection with it, for all parties involved, if they are business people, is either the location of the principal's place of business or that of the freight forwarder's place of business at which the instructions or enquiries are directed. The above agreement on the place of jurisdiction applies in the case of Art. 31 CMR and 46 § 1 CIM as an additional agreement on the place of jurisdiction, but not in the case of Art. 39 CMR, 33 MÜ, 28 WA.

### 31 Confidentiality

The parties are obliged to treat as confidential all information which they become aware of in the course of the implementation of the transport contract and which is not publicly accessible. The information may only be used for the purpose of providing the service. The parties shall impose this confidentiality obligation on other legal entities which they use in the performance of their obligations under the transport contract.

### 32 Compliance

32.1 The freight forwarder is obliged to observe minimum wage regulations and regulations regarding minimum conditions at the workplace and will confirm this in writing upon request of the principal. The freight forwarder exempts the principal from liability for minimum wages in cases where the freight forwarder or a subcontractor or hirer employed under the contract of transportation with the principal does not pay the legal minimum wage to employees and the principal is held liable.

32.2 In the case of freight forwarding services the freight forwarder must ensure that he or the principal

32.2.1 within the scope of application of the GüKG is the holder of a licence pursuant to § 3 GüKG or an entitlement pursuant to § 6 GüKG or of a Community licence or does not use such a licence, entitlement or licence in an inadmissible manner

32.2.2 uses driving personnel within the scope of application of the GüKG for the transport, who fulfil the requirements of § 7b para. 1 sentence 1 GüKG,

32.2.3 upon request, submits all documents legally required to be carried with the consignment, insofar as the Client or third parties are required to comply with statutory inspection obligations.

32.3 The freight forwarder or the party performing the transport is obliged to organise the work of his personnel in such a way that the prescribed working hours, driving times and rest periods can be observed. There is a general prohibition of alcohol and drugs while driving the vehicle.

---

#### **DERDA Logistik GmbH**

Managing Director: Jürgen Derda  
Bonner Str. 415 • D-40589 Düsseldorf  
Tel.: +49 (0) 2151/65 227- 100  
Fax: +49 (0) 2151/65 227 - 27  
E-Mail: [info@derda.de](mailto:info@derda.de)

Sparkasse Krefeld

IBAN: DE70 3205 0000 0000 4004 65  
SWIFT-BIC: SPKRDE33XXX  
National Bank  
IBAN: DE88 3602 0030 0007 3178 83  
SWIFT-BIC: NBAGDE3EXXX

Tax number: 106/5798/0042

VAT Id. No. DE 305034964

Registered office: Düsseldorf

Local court Düsseldorf

HRB 76732



32.4 Both parties undertake to comply with the statutory provisions applicable to their company. They support and respect the principles of the Global Compact („UNGC“), the United Nations Universal Declaration of Human Rights and the 1998 Declaration on Fundamental Principles and Rights at Work of the International Labor Organization in accordance with national laws and practices. In particular, both parties will

32.4.1 not to employ children or use forced labourers

32.4.2 comply with the relevant national laws and regulations on working hours, wages and salaries and other employer obligations

32.4.3 comply with applicable health and safety regulations and provide a safe and healthy working environment to maintain the health of employees and prevent accidents, injuries and work-related illnesses

32.4.4 refrain from any discrimination based on race, religion, disability, age, sexual orientation or gender,

32.4.5 respect international anti-corruption standards as set out in the UNGC and local anti-corruption and bribery laws

32.4.6 comply with all applicable environmental laws and regulations

32.4.7 ask their business partners and subcontractors to apply the above principles to their actions.