

Terms and Conditions

I. Preamble

intertrex assumes responsibility for urgent national and international transports or their intermediation on the basis of the following terms and conditions. Deviating provisions must be confirmed in writing by intertrex in order to take effect.

These terms and conditions exclude any liability of intertrex, its employees and moreover any vicarious liabilities for loss, damage or delays of shipments under certain conditions; in as far as intertrex may assume a restricted liability, this liability is limited to fixed amounts and requires the filing of a claim within strict time limits. Shippers are asked to read these terms and conditions carefully and to decide whether they wish to purchase any form of insurance for their shipments.

In Germany intertrex offers its services to shippers that have to be entrepreneurs solely on the basis of the German Freight Forwarders' Standard Terms and Conditions ("ADSp") in their respective edition, which take effect in addition to the following terms and conditions. International transports are subject to German laws and regulations, the CMR and the Montreal agreement (If the Montreal agreement was not signed in either the country of origin or destination of shipment, the Warsaw agreement) in as far as the following terms and conditions lack further provisions.

II. Exclusions of transports

The following items are excluded from being transported: goods of exceptional values (e.g. antiquities, pieces of art, stamps, one of a kind goods, any kind of jewelry, money and shares or bonds), perishable food, fabrics, arms, and any kind of goods being subject to transport restrictions either by the International Air Transport Association (IATA) or the International Civil Aviation Organisation (ICAO) or by the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR).

Generally, intertrex does not transport goods exceeding the value of €500 unless the shipper either requests intertrex to purchase a special cargo insurance from a third party providing the exact value of goods to be transported or bindingly confirms that any goods to be transported will be insured against all risks by the shipper and thereby waives any claims for compensation against intertrex.

Furthermore, intertrex reserves the right to refuse to accept any goods that seem unsuitable for national or international transports.

III. Packaging

It is the responsibility of the shipper to ensure the use of proper packaging. intertrex assumes no liability for damages caused by improper packaging. intertrex is neither bound to inform shippers about deficient packaging nor to test suitability of packaging.

The shipment has to be labeled properly. Proper labeling includes name, street address, city, country and postal code from shipper and receiver. Additional work and expense due to improper labeling of shipment has to be paid by the shipper.

IV. Payment

The shipment rate is calculated on both the basis of the price list of intertrex valid at the conclusion of the contract and on the greater of the actual weight or the dimensional weight of the shipment. The price list can be found online at www.intertrex.com.

All invoices have to be paid within 7 days. This does not hold for cash on delivery (COD) shipments that have to be paid for immediately. intertrex reserves the right to demand advance payment before conducting a transport.

If the invoice recipient is a third party, the shipper remains liable to any shipping charges by intertrex.

If the shipper fails to pay upon the first reminder, intertrex will add reminder charges of €5 on the amount payable in every further reminder. Furthermore, default interest on arrears of at least 5 per cent above the ECB base rate is due and payable. The assertion of a higher claim for damages caused by default remains unaffected.

V. Right of Inspection

intertrex reserves the right to open and inspect any shipment tendered to it for transportation due to customs' requirements or to ascertain addresses or if there is reason to believe that a shipment should be excluded from transportation based on II of these terms and conditions.

VI. Filing of Claims for Loss or Damage to Property

If loss or visible damage to a shipment is not filed by the receiver or the shipper upon delivery at the latest, intertrex assumes the shipment to be delivered in the condition stated in the contract. The claim filed has to characterize the damage properly.

The assumption according to the aforesaid also holds if damage not immediately visible or loss is filed within 7 days of delivery.

Claims based on exceeding the delivery deadline have to be filed within 21 days of delivery or be deemed invalid.

Filing of a claim has to be in written form. In order to file a claim within these time limits, it is sufficient to mail it off in written within these time limits.

If loss, damage or exceeding of delivery deadlines is filed upon delivery, it is sufficient to file the claim to the deliveryman.

VII. Liability Limitations

Liabilities of intertrex are in accordance to chapter 23 ADSp:

- 23.1 The liability of the freight forwarder for loss of or damage to goods, with the exception of warehousing on request, is limited:
 - 23.1.1 to € 5 per kilogram of gross weight of the consignment
 - 23.1.2 in case of damage occurring to goods whilst being carried, the damage is limited - contrary to section 23.1.1 - to the legally limited maximum amount specified for this type of carriage (*pls note: according to § 431 Abs. 1 HGB this is 8,33 SZR per kilogram of gross weight of the consignment*)
 - 23.1.3 in case of a contract of multi-modal carriage - including sea transport - to 2 SDR per kg;
 - 23.1.4 to € 1 million or 2 SDR per kg per claim, whichever is the higher.
- 23.2 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
- 23.3 The liability of the freight forwarder for damage other than to goods, excepting personal injury and damage to goods that are not subject of the contract of transportation, is limited to three times the amount payable for the loss of the goods, but not more than € 100,000 per event. §§ 431 section 3 and 433 HGB (German Commercial Code) remain unaffected.
- 23.4 The liability of the freight forwarder, irrespective of the number of claims per event is limited to € 2 Millions per event or 2 SDR per 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
- 23.5 The SDR is calculated in accordance with § 431, section 4 of the German Commercial Law.

VIII. Miscellaneous

The assignment of a transport or the intermediation thereof is subject jurisdiction of the Federal Republic of Germany. Place of fulfilment and jurisdiction for all parties involved, in as far as they are entrepreneurs and for all disputes arising out of this contract is Berlin.

If some of the provisions of these terms and conditions may be of may become ineffective, this will not affect the validity of the remaining provisions. An ineffective provision will be replaced by a corresponding legal regulation.