



General Terms & Conditions of Business

Our contracts are governed by the Terms & Conditions of EUROGATE Intermodal GmbH.

We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 (ADSp 2017) (German Freight Forwarders' General Terms and Conditions 2017). Pursuant to clause 23 of ADSp 2017, liability for loss and damage of goods, which is limited under Section 431 of the German Commercial Code (HGB) to 8.33 Special Drawing Right per kilogram (SDR/kg), is further limited to the higher of Euro 1,25 Million and 2 SDR/kg per claim provided that all claims per event are limited to the higher of Euro 2,5 Million and 2 SDR/kg; and where multimodal transport with sea carriage is involved to 2 SDR/kg.

Delivery times or fixed deadlines cannot be guaranteed. These assume unhindered conditions of carriage both on rail and road.

Liability on our part for any delays to delivery in the case of events which were not foreseeable or subject to influence by ourselves and for which we are not responsible, e.g. handling bottlenecks in the area of the seaports or inland terminals, is therefore excluded. Arrivals to deadline at the combined-transport handling terminals and at the seaports are based on the timetables issued by DB Netz AG.

EUROGATE Intermodal reserves the right to pass on uncontrollable increases in costs, external surcharges and dues.

These factors shall include particularly, but not exclusively, changes to energy prices and amendments to statutory regulations at State or Federal level.

Surcharges and ancillary dues will be shown separately on our invoices.

You will find rates of carriage and ancillary dues listed in the EGIM Tariff currently valid at www.egim.eu

The place of fulfilment and place of jurisdiction shall be Hamburg.

German law shall apply.

Managing Directors: Christopher Beplat

Entered in the Commercial Register: Hamburg District Court

No. B22380. Invoices are payable 14 days following issue.