

## **General Terms and Conditions for Forwarding Services of InstaFreight GmbH** (Customer GTC)

### **1. Principles**

- 1.1. InstaFreight ("freight forwarder") provides its services exclusively on the basis of these terms and conditions and in addition to the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017).
- 1.2. General terms and conditions of the client will not be accepted under any circumstances and their validity is already contradicted.
- 1.3. The services offered by the freight forwarder are aimed exclusively at commercial customers.

### **2. Registration**

- 2.1. The client must register with a profile on the website or by telephone to place orders. This can be done during the ordering process or independently.
- 2.2. Registration is only possible for companies. Consumers cannot register for services of the freight forwarder.
- 2.3. The freight forwarder will check registrations and reserves the right not to allow the creation of a user profile or to delete it.

### **3. Conclusion of contract**

- 3.1. The client can place an order using the appropriate form on the website or by telephone. In doing so, the client must provide their data, information about the place of collection, destination, date of dispatch, weight and volume and a detailed description of the goods to be dispatched.
- 3.2. The order is placed by clicking on the button "BOOK (PAYMENT REQUIRED)" at the end of the ordering process. Afterwards the client receives an order confirmation by email.
- 3.3. The client must provide the information required for their verification by filling in the appropriate form on the website: Company name and address, legal form, VAT ID no. The freight forwarder will check this data and contact the client if necessary in case of queries. If the information provided by the client is correct and complete, the freight forwarder will confirm the verification performed to the client.

### **4. Cancellation up to/from 48 hours before order execution**

- 4.1. The client may cancel bookings free of charge up to 48 hours before the day of order execution. The freight forwarder may also make a cancellation free of charge up to 48 hours before the day of the order execution, if they cannot assign a third party with the transport. For a cancellation a timely notification by email is sufficient.
- 4.2. In the event of cancellation by one party from 48 hours before the start of the day of execution of the order, the other party shall be entitled to payment of one third of the agreed freight charges.

### **5. Termination by the freight forwarder**

- 5.1. The freight forwarder has the right to terminate the contract up to ten hours prior to its execution if (i) the client has provided incorrect information about facts which determine their solvency, (ii) the client has not provided all information required for verification or has provided incorrect information prior to the execution of the booking and facts exist which give rise to serious doubts about the existence of the client, the sender or the recipient, or (iii) facts exist which suggest fraudulent actions by the client or one of the parties involved in the execution. The cancellation can be made by email.
- 5.2. The statutory rights of termination shall remain unaffected.

### **6. Goods excluded from shipment**

- 6.1. The following are excluded from the shipment

- goods whose possession and dispatch is prohibited;
- goods that pose a threat to health, safety or property;
- goods that are perishable (especially fresh food);
- animals or plants;
- hazardous material;
- motor vehicles;
- moving goods;
- heavy goods as well as large-volume transports, crane or assembly work;
- goods to be towed or salvaged;
- spirits, tobacco products, optical equipment, consumer electronics, telecommunications equipment, computer equipment including accessories, chip cards and telephone cards (sensitive goods), the value of which exceeds EUR 100,000 per consignment

6.2. If the client has any questions about the ability of goods to be sent, they can contact the customer service of the freight forwarder (see contact below).

## **7. Loading equipment exchange**

7.1. The client has the possibility to book a chargeable exchange of loading equipment. InstaFreight is not obliged to exchange loading equipment without an explicit order.

7.2. The loading equipment is exchanged according to the following conditions: When booking, the type and number of loading equipment to be exchanged must be specified. When the goods to be transported are accepted, a corresponding number of empty loading equipment is handed over at the loading point. Delivery of the goods to be transported to the recipient is only carried out step-by-step against delivery of a corresponding number of empty loading equipment. The client must ensure that sufficient empty loading equipment is available at the loading point.

7.3. If no or insufficient numbers of empty loading equipment is delivered to the loading point, the freight forwarder remains obliged to deliver. This shall not apply if no or an insufficient number of empty loading equipment has been handed over at the unloading point.

7.4. If, on delivery at the unloading point, no or an insufficient number of empty loading equipment is handed over, the client is obliged to pay damages to the freight forwarder after setting a deadline. This does not apply if no or an insufficient number of empty loading equipment has been delivered to the loading point.

7.5. The damage to be compensated in accordance with no. 7.4 is calculated at € 10.00 per euro pallet, € 5.00 per Düsseldorf pallet and € 85.00 per pallet cage. The parties reserve the right to prove higher or lower damages.

## **8. Remuneration and reimbursement of expenses, demurrage**

8.1. For the organisation of the transport, including the provision of ancillary services, the freight forwarder shall receive from the client a fixed remuneration in the amount of the prices shown in the order process.

8.2. If the goods to be transported are subject to special expenses not foreseen at the time of the conclusion of the contract, the freight forwarder is entitled to claim compensation from the client for such expenses, insofar as they were necessary. The freight forwarder must obtain the instructions of the client before incurring expenses, unless this is not possible due to special circumstances.

8.3. If additional costs result from incorrect information provided by the client regarding the transport (e.g. wrong transport date, wrong delivery address), the client shall bear the additional costs incurred.

- 8.4. Manual order adjustments will be invoiced to the client in the amount of 25 € per adjustment.
- 8.5. If the loading or unloading of the transport vehicle is not carried out within a reasonable period of time, the freight forwarder is entitled to payment of demurrage in accordance with § 412, para. 3 of the German Commercial Code. Two hours from the arrival of the transport vehicle at the place of loading or unloading shall be deemed a reasonable period of time for loading or unloading. Accrued standing times are to be paid at 45 €/hour. The rights according to § 417 HGB remain unaffected.
- 8.6. If the freight forwarder makes use of their right of consolidated shipment (§ 460 of the German Commercial Code), the parties shall regard the agreed remuneration as reasonable remuneration.

## **9. Payment, prices and invoicing**

- 9.1. The freight forwarder offers the payment method of bank transfer after invoicing.
- 9.2. Payments are due 15 days after invoicing.
- 9.3. All prices on the website are quoted in euro plus VAT.
- 9.4. The freight forwarder shall send the client an invoice for the agreed remuneration in electronic form by email after the transport has been completed.
- 9.5. The client is only entitled to offsetting or retention if the counterclaim is due and undisputed, ready for decision or legally binding.

## **10. Assignment of receivables**

The forwarder is entitled to assign the receivables arising from this business relationship. Any prohibition of assignment to the contrary is hereby expressly objected to. The invoices of the forwarder against certain customers have been assigned to BFS finance GmbH, Verl, this can be seen on the respective invoice. In this case payments can only be made to BFS finance GmbH with debt discharging effect. The bank details can be found in the note of the invoice.

## **11. Conclusion of execution contracts by the freight forwarder**

- 11.1. The freight forwarder is free to carry out the transport themselves in accordance with the legal regulations (self-contracting) or to conclude the necessary execution contracts with third parties.
- 11.2. If the freight forwarder concludes execution contracts (e.g. contract of carriage, contract of storage) with third parties, they shall inform the client of the names and addresses of the appointed third parties upon request of the client.
- 11.3. The freight forwarder is free to choose the means of transport and any execution contracts to be concluded in this respect.

## **12. Transport processing**

- 12.1. The client shall hand over the goods intended for transport to the freight forwarder or to the third party commissioned by the freight forwarder to carry out the transport at the address and time specified in the transport order.
- 12.2. Before handing over the goods to be transported, the client shall inform the freight forwarder about the condition and special features of the goods to be transported which are necessary for their proper execution in accordance with the contract and the law. This includes information on the weight, type, number of items, extent and weight of individual goods, packaging and whether the goods are dangerous goods.
- 12.3. The freight forwarder is entitled to carry out the shipment in consolidated consignments (§ 460 HGB).

## **13. Credit information**

- 13.1. For the purpose of credit assessment, the freight forwarder is entitled to obtain information on the creditworthiness of the client.

13.2. For the purpose of deciding on the establishment, implementation or termination of the contractual relationship, probability values are collected or used, the calculation of which includes address data.

#### **14.Liability**

14.1. The freight forwarder is liable in accordance with the statutory provisions, subject to the limitations of liability provided for in the ADSp 2017. ***In para. 23, the ADSp 2017 deviates from the legal regulation of § 431 HGB with regard to the maximum amount of liability for damage to goods by limiting the liability for multimodal transports, including sea transport, to 2 SDR/kg and otherwise the standard legal liability of 8.33 SDR/kg per claim to 1.25 million euro and per claim to 2.5 million euro, but at least 2 SDR/kg.***

14.2. Within the scope of application of the CMR, its liability rules remain in force.

#### **15.Insurance**

15.1. The freight forwarder has taken out a liability insurance policy and shall provide the client with confirmation of this upon request.

15.2. The freight forwarder is only obliged to arrange for the insurance of the goods if they have been expressly instructed to do so by the client and at their expense. The order to conclude transport insurance must be placed during the booking process.

#### **16.Final provisions**

The exclusive place of jurisdiction for all legal disputes arising out of or in connection with the contract between the freight forwarder and client is DE-10999 Berlin. Within the scope of application of the CMR, this is a special jurisdiction

16.1. German law applies exclusively.

16.2. If these GTC are partially ineffective, the remaining provisions shall remain unaffected. Instead of the invalid provision, the relevant statutory provisions shall apply.

#### **17.Contact**

The customer service of InstaFreight is at the disposal of the client for questions, suggestions or criticism: Contact InstaFreight by email at [info@Instafreight.com](mailto:info@Instafreight.com) or by phone on weekdays at +49 (0) 30 166 38 75 00.