

Global Terms and Conditions Ocean Freight

Our offer below contains the conditions for all contracts to be concluded on the basis of such offer between your Company and Logwin for the procurement of sea transport and other services, hereinafter the Individual Contracts.

The customer is informed that additional costs arise for the preparation of any documents necessary for a letter of credit, and which do not form part of this offer!

Whenever the law requires that the contract or any information related to the contract be in writing, this requirement shall be deemed fulfilled if the contract or the information is contained in an electronic medium. The written communications referred to in this document do not require a handwritten or electronic signature.

Logwin has no obligation to conclude Individual Contracts. An Individual Contract comes into force only when written confirmation of the actual transport order is given or the shipment is received and taken over for transport. If the customer provides Logwin with shipping forecasts, the parties agree that the transports listed in the forecast do not yet constitute actual (individual) orders but rather are only a listing of planned transports, the details of which may yet be changed. In such cases, the individual transport is ordered only when the customer or their supplier register the goods for pickup/takeover.

In cases where Individual Contracts are concluded, in addition to the above conditions the following conditions shall apply:

General:

- In the case of a unimodal or multimodal transport for which Logwin is liable as a contractual carrier, unless otherwise specified by international treaties, mandatory national laws, or other government stipulations, the liability of Logwin is, in the sequence listed below, based on:
 - these Global Terms and Conditions Ocean Freight;
 - the latest version of the Local Trading Terms & Conditions as published by the respective national Forwarder's Association or, in absence of such Local Trading Terms & Conditions, Logwin's Standard Trading Conditions copy of which may be obtained upon request;
 - the conditions of the Bill of Lading (B/L) (available for viewing or printing at <http://www.logwin-logistics.com/de/service/awb-bl.html>).
- If Logwin defaults in the provision of services other than sea transport due to the (temporary) insolvency of a contracted carrier or as a result of cancellation/alteration in scheduled services or similar, Logwin shall be liable for the damages incurred, including (presumed) loss of or damage to the goods, only if Logwin itself is at fault.
- If the parties are hindered in fulfilling one, several, or all contractual obligations as a result of natural catastrophes, war, terrorist attacks, riots, lockouts, strikes, or other cases of Force Majeure, and if it lies outside the power of the parties to avert such hindrances, and the parties are unable to eliminate or circumvent these under application of reasonable economic and/or technical means – the distribution of financial costs involved therein having been agreed in writing by the parties beforehand – the parties shall be released, for the duration of this event, from the fulfillment of that/those contractual obligation(s) being affected by the Force Majeure event. The parties agree that cyberattacks on (hacking of) the computer system of one of the contracting parties or of one of the subcontractors commissioned with performance of the transport constitute a case of Force Majeure. If, due to the impossibility to perform service, the cyberattack results in additional costs/expenses to third parties for which Logwin is liable in relation to such third party, the customer shall release and indemnify Logwin, accordingly. This shall not apply, however, for costs/expenses originating from Logwin itself.

The party hindered in fulfilling its obligations is obliged to inform the other party of this immediately in writing, describing the circumstances that hinder fulfillment. Furthermore, the party shall do everything in its power to eliminate the hindrance to fulfillment as quickly as possible, provided the parties have agreed in writing beforehand as to the liability for the costs arising from this.

The parties have the right to cancel the individual contract affected if, after a period of two weeks following notice thereof as laid down in the paragraph above, the hindrance exists and its elimination is unforeseeable, or if further waiting despite foreseeable elimination of the hindrance is not deemed reasonable by the cancelling party. Partial services provided by Logwin up to the time of cancellation shall be remunerated by the customer.

Liability for damages due to Force Majeure events is excluded for both parties unless there is gross negligence or willful intent on the part of the party hindered in providing services.

- Any general terms and conditions of the customer do not form part of the contract, even if these are not expressly contradicted.
- Logwin categorically rules out receipt and transport of the following goods: explosive devices and ammunition (except hunting and sport ammunition), explosive materials, spontaneously combustible and radioactive materials, live animals, plants, precious metals, precious stones, genuine pearls, money, valuables, documents, certificates, works of art, and antiques. The customer shall observe the import and transit regulations for particular goods, especially for so-called dual-use goods, and to present the permits to Logwin when required.

- The customer shall be liable for the information he provides and shall bear all consequences arising from information which is incorrect, imprecise, incomplete, or missing. The same applies for the transport documents required by customs and administrative authorities, including late submission. Unless previously agreed, Logwin will not take part in completing these formalities and is not liable for any erroneous levying of fees, taxes, duties, etc. by these authorities. Changes to orders and instructions shall be accepted only when requested in writing in good time. Logwin acts within the framework of options and existing regulations for the respective mode of transport. The customer shall bear the costs of changes to instructions.
- Handover of hazardous goods to Logwin must be announced in advance observing a mandatory minimum time period of 24 hours. For the transport of hazardous goods, the customer is obliged – with regard to the performance of special measures required for such transport – to provide all necessary information and to observe all national and international regulations laid down, particularly in the international provisions RID, ADR, SMGS, and CSC.
- It is explicitly stated that the approximate delivery periods in the offer are non-binding standard delivery times** which are based on information provided by the carriers and are beyond the influence of Logwin. Any liability of Logwin is therefore excluded – to the extent legally permissible – in cases where the noted approximate delivery periods are exceeded. Otherwise the liability of Logwin shall be governed by Section 1 c).
- In light of the applicable limitations of liability, we recommend that you procure cargo insurance. We will arrange for this in accordance with Local Trading Terms & Conditions or Logwin's Standard Trading Conditions (see sec. 1.b) above). In this context, we point out that the Logwin cargo insurance may also include coverage for consequential losses as well as pure financial losses. We would be pleased to provide you with the conditions of insurance upon request.
- Our offer is based on the shipping data you have provided as well as on the currently valid prices, tariffs, exchange rates, and other payments of all parties participating in the execution of transport and is subject to changes according to section 11.
- The surcharges, sea port fees, and public charges (such as tolls) are based on the status at the time this offer is submitted. These are subject to change up to the day of shipping (date of B/L) and are invoiced as "vatots" (valid at the time of shipment). In the event that additional surcharges, costs, and/or public charges are levied by the shipping company or other third party between the day the offer is submitted and delivery of the transported goods or, for container transports, until return of the container(s), these shall be invoiced by Logwin additionally. Logwin shall inform the customer of changes to or additional surcharges/costs as soon as possible (in every case subject to knowledge thereof) without having legal responsibility to do so. Such changes do not grant the customer the right to cancel this contract or the particular individual contract. If demurrage or detention costs are incurred between the time of takeover of the goods and delivery thereof or, where applicable, the return of the container(s), the customer shall reimburse Logwin for such costs unless Logwin is responsible for incurring them.
- If, due to events (such as [temporary] insolvency of a shipping company/carrier, cancellation/alteration in scheduled services, or similar) which are unforeseeable for Logwin at the time of submission of the offer, Logwin is incapable of performing the service due (regardless of whether on time or not) without incurring additional costs (e.g. dockage, storage fees, costs for reloading or transfer), the customer is obliged to reimburse Logwin for such costs. This also applies for any additional costs which are incurred in particular due to a necessary change in shipping company, change in port of discharge, changes in pre-/on-carriage, etc. If the abovementioned events lead to the situation that, due to market changes the offering prices are no longer in line with market conditions, Logwin shall have the right to adapt the rates offered for future transports within reasonable limits. Logwin shall inform the customer in writing of the alteration in rates. The alteration shall take initial effect for transports whose date of shipping (B/L date) is one week later than the date of notice.
- It is expressly agreed that the customer, even in cases where, due to an agreement entered into with his supplier (routing order), transport is initiated or ordered by such supplier, is jointly and severally liable for all costs in connection with this transport, beginning with delivery at the port/airport (in the case of LCL shipments: warehouse or similar, if applicable) insofar as the supplier – and not the customer – legally qualifies as the contractual partner of Logwin in such cases.
- The granting of a period of credit is subject to a positive credit screening and adequate coverage for the agreed volume of credit by our credit insurer.
- We look forward to receiving your notice of acceptance until xx.xx.xxxx. If no written acceptance of this offer has been received by this date (date of receipt at Logwin) or no individual order has been placed – placement of such an individual order is regarded as acceptance of the framework offer – the offer shall lose its validity.
- Our offer is valid subject to the general option of renegotiation with regard to any preformulated contract conditions or General Terms and Conditions supplied by you in connection with the tender, as these have not yet been subjected to (final) review by us at the current stage of the tendering process.

The following additionally applies for transport by rail and sea:

- In possible deviation from the Local Trading Terms & Conditions or Logwin's Standard Trading Conditions the following shall apply for transports subject to CIM and SMGS:
 - The requirement for a receipt (certificate of receipt / proof of delivery) does not apply;
 - The transport contract is considered fulfilled when the shipment arrives at the station of destination;
 - Subsequent instructions from the shipper can be fulfilled only within a limited scope once the goods have been handed over to the rail company;
 - No liability is assumed for loss or damage to goods in open vehicles or open top containers;
 - Proof of damage during transport shall be recognized only in the form of a written record of the facts issued by the rail company.
- In the case of events which hinder further performance of transport in accordance with the instructions received by the customer, the provisions of Art. 20 – 22 CIM shall also apply for transports based on SMGS. Additional costs, in particular in connection with the protection and maintenance of the containers and the loaded goods, shall be borne by the customer. The same shall apply in the event of hindrances to delivery.
- If the order calls for the provision of empty containers for loading ("shipper's load, stow and count"), these have to be inspected upon receipt for external integrity and suitability for loading, and particularly for a lack of odor contamination. In case of complaints, these shall be submitted in writing/electronically to Logwin without delay. If such notice is not given, the container(s) is/are considered to be undamaged and suitable for shipment. In such cases, Logwin is not liable for any damages to cargo which arise as a result of defects in the container which existed during loading.
- SOLAS Weight Verification Requirements (following: SOLAS)
 - In cases where the application of SOLAS regulations results
 - in additional costs and/or effort, these shall be borne by the customer unless caused by or attributable to Logwin.
 - Logwin is not obliged to verify weight statements made by the customer. Logwin bears no liability for damages (such as damages due to delay in transport) which arise from noncompliance with SOLAS guidelines – in particular resulting from an incorrectly stated container weight (VGM – verified gross mass) in the case of FCL shipments and/or an incorrectly stated shipment weight in the case of LCL shipments. If damages occur to Logwin or third parties due to incorrect weight statements by the customer, the customer is obliged to indemnify Logwin for such damages in the full amount and hold Logwin harmless from claims for damages by third parties.
 - Liability by Logwin is also excluded in cases where method 2 of the SOLAS Container Weight Verification Requirements is applied (determination of weight by adding up the weight of all shipments, packing materials, and the empty container) if damage – in particular damage due to delay in transport – arises as a result of a third-party shipment packed in an LCL container exceeding the stated weight. Logwin has the right to base its weight calculations on the weight provided by the shippers in the shipping documents. There is no obligation for reweighing. Logwin shall assign its right to claim damages against shipper(s) who have provided incorrect (too low) weight data to the customer seeking damages at his request in the amount corresponding to the loss incurred.
 - In the event that damages – in particular damages due to failure to observe the delivery period – occur as a result of Logwin receiving a container for loading from the shipping company whose actual tare weight exceeds the tare weight noted on the container, thus resulting in an incorrect total weight for the LCL container, any liability of Logwin shall be excluded for all resultant damages. Logwin is not obliged to reweigh the empty container, but rather is allowed to use the tare weight shown on the container as the basis for its calculations in accordance with method 2 of the SOLAS Container Weight Verification Requirements (see above). Logwin shall assign its right to claim damages against a shipping company who has provided incorrect (too low) weight data to the customer seeking damages at his request in the amount corresponding to the loss incurred.
- In the case of import orders, the customer shall ensure that when booking containers on the outgoing side (through the customer's supplier) so-called "carrier owned / long-leased" containers are ordered from the shipping company, as only these may be returned inside the country following unloading on the import side. Otherwise (such as in the case of "short-leased containers") the container must be returned to the sea port at the expense of the customer.
- Unloaded containers shall be swept clean and returned in the same condition as prevailed prior to the start of transport. Any and all costs for cleaning and/or repair shall be borne by the customer.