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General Terms and Conditions of Konrad Zippel
Spediteur GmbH & Co. KG





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1 Preamble

Konrad Zippel Spediteur GmbH & Co. KG (hereinafter referred to as “Zippel”) is a haulier and organises the transport of sea containers in combined transport as well as by HGV to and from the German seaports of Bremerhaven and Hamburg. The places Zippel services are mainly in Germany but also include neighbouring EU countries.

The combined transports within Germany are mainly done using private trains. There are daily departures from Hamburg-Eurogate / Eurokombi, CT-Burchardkai, CT-Altenwerder / KTH, CT-Tollerort, as well as Bremerhaven-CT1-3 and NTB. In addition to pure rail transport, Zippel also organises the pre-carriage / onward carriage by HGV from and the place of delivery.

2 General information / scope

1. These business relationships apply to all business relationships arising from and in connection with contracts for the transport and transport-related storage of loading units that are concluded with Zippel. The prerequisite for concluding a contract with Zippel is that the customer is either a contractor and the business is part of their trade, or they are a legal entity under public law or a special fund under public law.
2. A contract between Zippel and consumers as defined in Article 13 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) is expressly excluded.
3. In addition to these terms and conditions, the current version of the German Freight Forwarders’ Standard Terms and Conditions (Allgemeine Deutsche Spediteurbedingungen, ADSp) applies to all transport contracts between Zippel and the customer.
4. Agreements deviating from these terms and conditions must be agreed in writing between the respective parties. A customer’s terms and conditions conflicting with these terms and conditions only apply if Zippel expressly agrees to them in writing.
5. In case of contradictions or gaps in the regulations, the individual order shall take precedence, then these General Terms and Conditions, then the ADSp and then the national law or the relevant international conventions of the respective haulier (CMR, CIM).



3 Placing orders / information obligation of the customer

1. Contracts are agreed with Zippel exclusively on the basis of an individual order / order confirmation in written form (Article 126(b) BGB). A transport order / booking on the part of the customer is only considered finalised once Zippel has supplied the customer with an order confirmation in written form.
2. The customer must provide Zippel with **all transport-relevant information** when placing the order / booking. The information needed includes:

Order type: import / export / transfer

Transport type: HGV / rail / combined transport

Customer: customer's name, address, contact person, contact details

Billing information: in case the customer is not the invoice recipient

Shipping company: name;

ship: name and closing date for cargo at seaport terminal (export) or ETA / arrival date of the ship (import)

seaport terminal: name

Place: complete address of the loading / unloading point

Schedule: Date and time for loading / unloading at place of delivery;

empty depot: name; container type: 20' / 40' etc.

Container number: 4 letters + 7 digits

Net weight of the container (without container dead weight)

References: (pick up / drop off / place of delivery)

Specifics: hazardous goods + papers, waste + papers, VGM weighing, T1 creation, unhitching, in case of refrigerated container: incl. or excl. temperature control, quality goods / electronics etc.

3. Since transports to and from the respective seaports require certain lead times, Zippel has a so-called **booking deadline** by which the order with all the order-relevant information must have been received by Zippel, see Sections 1.3 and 1.4 of these terms and conditions.



4. After having received the order confirmation from Zippel, the customer must check whether all the booked data is correct – the weights in particular. If, for whatever reason, the information provided by the customer appears incomplete or incorrect in the order confirmation, **the customer must inform Zippel immediately in writing**. Deviations can lead to significant costs at the customer's expense as well as to loading stops.
5. If the customer desires a specific mode of transport or rail terminal, this must be expressly agreed upon between the parties at the time of ordering.
6. In the case of **import orders**, the ship name and latest possible acceptance date must always be stated.
7. In the case of **export orders**, the ship name date of the earliest return delivery at the terminal must always be stated.
8. It should be noted that Zippel checks the arrival data of the ships named in the order 24 hours on workdays before pickup (import) or delivery (export) of the container in order to take into account shifts in ship arrivals in the transport planning. Zippel must be informed of any changes to ship data, e.g. new ship name due to rebooking, 24 hours on working days prior to collection or delivery of the container(s) at the port.
If the deadline is not met, the timely collection or delivery from or to the booked ship cannot be ensured. Any additional costs arising from this shall be borne by the client.
9. **Zippel would like to point out that provisions on detention / demurrage can be found under Section 1.6 of these terms and conditions.**

4 Booking deadline for rail shipment; consequences of late booking, rescheduling, cooperation or cancellation

1. **As a rule, the booking deadline for import bookings is 11:00 am** on the working day (Monday to Friday, excluding bank holidays) that precedes the loading day in the port. If the loading



day in the port falls on a Saturday or Sunday, booking closes at 11:00 am on the preceding Thursday. If the customer changes the loading day or cancels after the booking deadline, Zippel is entitled to charge the customer a “change / cancellation fee” of 135.00 EUR per TEU. This fee is also charged if the container is not delivered by the deadline of the booked loading day, if loading is impossible due to incorrect or missing order data (e.g., customs number / customs clearance / shipping company / depot exemption / commitment note / password / incorrect or missing PIN) or if the containers are deficient in a way that prevents loading.

2. As a rule, the booking deadline for export bookings is 11:00 am on the working day (Monday to Friday, excluding bank holidays) that precedes the day the empty container picked up at the loading point. If the delivery to customs falls on a Monday, booking closes at 11:00 am on the preceding Friday. Should the customer wish to change the date or cancel after the booking deadline has elapsed, Zippel is entitled to charge the customer a “change / cancellation fee” as well as a fee for dead freight. Please refer to the attached price list for current rates. This fee is also charged if empty container acceptance or full container delivery is not possible due to incorrect or missing order data (e.g., customs number / customs clearance / shipping company / depot exemption / commitment note / password / incorrect or missing PIN) or if the containers are deficient in a way that prevents loading.
3. Cancellations or booking changes must always be submitted in writing. Verbal agreements are invalid, see also Section 1.2 (1).
4. **In the event of changes / cancellation after the container has been picked up**, 100 % dead freight plus any booked additional services will be charged.

5 Placing an order for shipping via HGV; booking, consequences of late booking, rescheduling, cooperation or cancellation

1. Cancellations or booking changes must always be submitted in writing – this also applies when shipping via HGV. Verbal agreements are invalid, see also Section 1.2 (1)



2. As a rule, the booking deadline for HGV freight is 10:00 am on the working day (Monday to Friday, excluding bank holidays) 48 hours before the delivery to the place of loading/ unloading. If, for instance, the presentation to customs falls on a Monday, the booking deadline is 10:00 am on the previous Thursday.
3. Zippel must be provided with all order-relevant data by the booking deadline.
4. Changes to order-relevant data must be sent in full and in writing to the responsible planning department at Zippel. Should the order-relevant data be provided late (after the booking deadline), Zippel can no longer guarantee delivery on the agreed date and reserves the right to postpone the delivery date and charge the customer a fee.
5. All costs resulting from the postponed order are borne by the customer.
6. HGV transport can be cancelled free of charge up to 48 hours before the delivery at the place of loading/unloading.
7. If the order is changed or cancelled before the container is picked up, 70 % dead freight for seaport runs or 90 % dead freight for domestic pick-up / return (plus booked additional services) will be charged.
8. 70 % / 90 % dead freight (see above) is also due if Zippel cannot pick up the container due to e.g., missing or incorrect customs number / customs clearance / shipping company / depot exemption / commitment note / password / wrong or missing PIN or container defects etc.
9. In the event of changes / cancellation after the container has been picked up, 100 % dead freight (plus any booked additional services) will be charged.



6 Order processing / customer's duty to cooperate

1. Zippel is free to choose the railway terminal and the transport route, provided that the key data of the customer, such as the price and the loading deadline, are observed by Zippel and no express agreement to the contrary has been made, see Article 1.2 Section r (4).
2. **All transport-specific data, documents and release information must be submitted and checked by the customer before loading.** In this context, we would like to draw attention to ADSp 2017 Section 3 as well as to the legal regulations detailed in 2.2.
3. These provisions apply in particular to the mandatory HGV time slot booking introduced on 29 November 2017 at all HHLA terminals and at Eurogate (incl. Eurokombi) in the Port of Hamburg. Time slots can only be booked for containers for which the complete set of release data, container numbers, customs status etc. are available. **Please note: the container must be unloaded at least 24 hours before collection.**
4. This also applies to ordered deliveries or multistops at the customs office. For this purpose, the customer must state the correct address and the opening hours of the respective customs office in their order.
5. Zippel assumes no liability whatsoever for costs incurred as a result of missing or incorrect data and documentation regarding the type of goods (contents of the container) or regarding the handling of dangerous and / or endangered goods or regarding transport.

7 Loading unit weight limits

1. When transporting goods, Zippel is bound by the current statutory provisions, in particular the applicable maximum weights.
2. Zippel therefore only carries out the commissioned transport if the loading units do not exceed the legal maximum weight.



3. If the actual loading weight is higher than the weight specified in the transport order, Zippel reserves the right not to transport the loading unit. In this case, Zippel may charge the customer for dead freight. All costs subsequently incurred by third parties and by Zippel shall be borne by the customer.
4. This specifically also applies if the goods are not loaded at the respective seaport due to incorrect weight information.
5. The customer has no right to demand loading on the following day / the next train.
6. The weight categories used by Zippel can be found in the price list in Section 2.1 for combined transport and in Section 3.1 for HGV transport. Weights are always stated as net weight.

8 Dates and delivery times

1. If a date is noted in the order confirmation by Zippel, this is merely a confirmation of the order and not a confirmation of the date. **Delivery dates or fixed dates cannot be guaranteed. In particular, Zippel cannot be held liable for cases of force majeure / cases in which timely supply and delivery cannot take place as planned due to the particularly difficult traffic conditions prevalent in the Port of Hamburg. This also applies to delays in terminal processing since this is solely the responsibility of the terminal operator.**
2. All appointments are to be made directly with the responsible Zippel scheduling department.
3. Zippel promises to inform the customer about any possible delays promptly.

9 General information on how combined transport / delays are handled

1. The prices for combined transport are for traction by private rail operator. Departures are weekdays from Hamburg-Eurogate /



Eurokombi, CT-Burchardkai, CT-Altenwerder / KTH, CT-Tollerort, as well as Bremerhaven-CT1-3 and NTB, and – in addition to rail transport – include pre- / post-carriage at the place of unloading/loading, incl. toll.

2. The loading / unloading slots at the seaports are day-to-day. Therefore, through no fault of Zippel's, shipments may be postponed. **Any additional costs potentially arising from this (detention / demurrage) shall be borne by the customer. Zippel assumes no liability for this.**

10 Detention / Demurrage

1. Detention / demurrage costs shall only be borne by Zippel if the customer has noted the corresponding "free times" in the transport order, see Section 1.2 and 1.3 Information and cooperation obligations.
2. If this data does not explicitly appear on the order forms, Zippel cannot pay storage charges at the terminal.
3. In addition, Zippel shall not pay detention and demurrage charges if Zippel can prove that the costs were incurred as a result of circumstances that Zippel, as a proper carrier, was unable to avoid, see also Section 1.18 Third-party costs.
4. In the case of import orders, the ship name and latest acceptance date must always be specified. In the case of export orders, the ship name and date of the earliest return delivery at the terminal must always be specified. Please note that on weekdays, Zippel requires a minimum of 24 hours to process orders. If given less time, Zippel cannot guarantee on schedule delivery to the booked ship. Any resulting additional costs shall be borne by the customer.

11 Storage charges

Storage charges (and free time) are always invoiced in accordance with the current terms and conditions (price list) or, if available, in



accordance with an existing individual agreement. Invoicing can be done **without** separate registration. The terminal conditions are binding and are considered accepted when the booking is finalised.

12 Acceptance and return of the loading unit

1. The loading unit is selected and loaded by the unloader / carrier. The customer hereby expressly confirms that Zippel assumes no obligation or responsibility for possible (thermal) damage or loss of the goods caused by incorrect stowage and / or natural atmospheric temperature fluctuations.
2. Sea containers are only transported by Zippel if they are equipped with a valid ACEP plate and have a valid CSC certificate.
3. Zippel transports only sea containers (incl. „shipper owned container“ (SOC)), if they are capable of loading and have an operational technical structure (i.e. Gooseneck-Tunnel) as well as functional technical equipment. If this is not the case, the client is obliged to expressly point out the non functional parts of the container in writing on the transport order. If- after the container has been transloaded from port to rail and or is about to be tranfert on to HGV- it turns out that the container / container structure is non functional, the customer shall bear the increased costs of delivery by special HGV, in order to comply with the legal vehicle dimensions in road traffic.
4. Open top containers and flat racks can only be transported “in gauge”. Excess heights or excess widths shall not be accepted.
5. Without exception, all of the above container types require a container prefix. Should this not be the case, this must also be explicitly mentioned in writing in the order form.
6. Zippel would like to point out that the container depot / terminal commissioned by the shipping company is responsible for the proper delivery of empty sea containers. This applies to the type of container and the condition of the container, including the degree of cleaning. Any additional costs incurred due to incorrect delivery or refusals on the part of the shipper shall not be covered by Zippel. The costs of a futile journey will be charged accordingly.



7. The customer must provide the commitment slip (V-Schein / A18) or quay delivery slip (A08) at the acceptance or delivery terminal of the container.

13 Groups of goods that are excluded from carriage

1. Living animals and plants
2. Ammunition & weapons (in accordance with the War Weapons Control Act, Kriegswaffenkontrollgesetz)
3. Goods related to moving house as a furniture haulier
4. Dangerous goods class 7
5. Valuables and cash
6. Vehicles
7. Heavy cargo subject to approval

14 Groups of goods that are only transported if the value of the goods is specified when the order is placed

1. Spirits ≥ 15 % vol.
2. Tobacco and tobacco products
3. Raw tobacco
4. Communication and consumer electronics

15 Carriage of dangerous goods

1. The transport of class 7 dangerous goods via combined transport and / or Zippel Group HGVs and their service providers is ruled out, see Section 1.8.
2. When transporting dangerous goods, the customer is obliged to provide Zippel with all the necessary information in writing in advance and to comply with all national and international regulations.
3. This applies in particular to the timely notification – at least 48 hours before presentation to place of delivery of loading/unloading – about the mandatory



dangerous goods equipment prescribed by the loading point, which must be carried on the HGV.

4. Konrad Zippel Spediteur GmbH & Co. KG is not the sender within the meaning of the regulations GGVS, RID and ADR.
5. The transport of dangerous goods incurs a dangerous goods surcharge. This also applies to uncleaned empty tank containers. For more details, please see Section 2.12 in our rail & road catalogue of services and section 2.7 in our HGV catalogue of services.

16 Storing dangerous goods at the terminal

1. If you yourself deliver containers with dangerous goods to the Kombi-Transeuropa Terminal Hamburg (KTH) and the Eurokombi Terminal Hamburg for subsequent storage at Depot 624, the day of arrival (24 hours) is free of charge. After the free period, the customer will incur a surcharge for the storage of dangerous goods.
2. Transport-related storage of dangerous goods at the terminals BeHaLa (Berlin), Rail Port Elsterwerda and KTSK (Schkopau) is possible for 24 hours (including the day of arrival). The dangerous goods must be picked up within 24 hours.
3. At all terminals, the storage of dangerous goods requires a prior request. Costs are based on the dangerous goods class revealed in the UN number.

17 Carriage of waste

1. If the cargo is waste, the customer must inform Zippel in writing of the type and origin of the waste when placing the order and must comply with the statutory provisions. In particular, the European Waste Code needs to be stated and communicated.
2. Waste not subject to approval must be checked and approved by Zippel before the order can be accepted.
3. The transport of waste subject to approval is only possible if a written request is submitted.



18 Prices, surcharges and accompanying charges

1. The current prices can be found in Zippel's latest price list. Prices are charged at the rates valid at the time of ordering.
2. All prices are net prices and will be charged plus VAT.
3. **Zippel reserves the right to charge surcharges and /or accompanying charges depending on diesel or energy price adjustments as well as in connection with handling bottlenecks at seaport and hinterland terminals and in the event of unforeseen traffic situations.**
4. Should any additional fees, charges etc. be introduced as a result of legislative changes, ordinance or due to other federal or state measures, Zippel expressly reserves the right to immediately pass on the corresponding fees to the customer.

19 Third-party costs

1. Third-party costs incurred due to transport circumstances beyond Zippel's sphere of influence (e.g., force majeure, terminal or equipment failures, unforeseen traffic situations, ship delays etc.) will be charged to the customer, unless Zippel – as a diligent carrier – could have avoided them. This expressly also includes detention and demurrage costs.
2. Should Zippel be entitled to claim compensation from the third party, Zippel will pass this on to the customer, provided Zippel is not the aggrieved party.

20 Terms of payment

Invoices are payable immediately and without deduction unless other payment terms have been agreed between the parties in an individual written agreement.



21 Liability

1. Zippel works exclusively in accordance with the latest German Freight Forwarders' Standard Terms and Conditions (*Allgemeine Deutsche Spediteurbedingungen*, ADSp 2017). For liability regulations, see Sections 22 et seqq. of the ADSp 2017.
2. **In Section 23, the ADSp 2017 deviate from the law with regard to the maximum liability for damage to goods (Article 431 of the German Commercial Code, *Handelsgesetzbuch*, HGB): liability for multimodal transport, including sea transport, and with an unknown damage location is limited to 2 SDR/kg. Otherwise, the standard liability is limited to 8.33 SDR/kg in addition to 1.25 million euros per damaging event and 2.5 million euros per loss incident, but at least 2 SDR/kg.**

22 Applicable law and place of jurisdiction

1. German law applies for any contract between Zippel and the customer, unless the parties have expressly chosen differently – this must be confirmed in writing.
2. The place of jurisdiction for all legal disputes arising from the transport contract can be found in Section 30 ADSp.