

STERAC Transport & Logistik GmbH General Terms and Conditions

I./ 'T&Cs'

In the absence of mandatory legal provisions to the contrary, we operate from January 1st 2017 exclusively in accordance with our general terms and conditions (AGB) as well as the Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017 – (German Freight Forwarders' General Terms and Conditions 2017) and – if they do not apply for performing logistics services – with the Logistic-AGB (General Terms and Conditions of Logistics-Services Providers), as of March 2006 which is available on our website at www.sterac.de and in our offices, and we would be happy to send you a copy at your request. **Note:** In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to Euro 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg.

II./ Place of performance/jurisdiction

Contrary to Section 30.3 ADSp, the jurisdiction for all legal disputes that arise from or in relation to the contractual relationship shall be Hamburg provided all participants are traders; this is the sole place of jurisdiction for claims against us.

III./ Payment target

The invoices of STERAC Transport & Logistik GmbH are due for payment immediately after receipt of the invoice. Invoice discrepancies must be submitted in writing and exclusively to the accounting department (account@sterac.de) of STERAC Transport & Logistik GmbH in Braak within 14 days after receipt of the invoice. A dispute of single items on invoices of STERAC Transport & Logistik GmbH does not affect the validity and/or maturity of the other, undisputed invoice items.

