

Terms of Quotation

- I. All Business with Röhlig Deutschland GmbH & Co. KG undertaken and performed is subject to our General Terms and Conditions, unless mandatory statutory provisions contradict them and unless otherwise agreed below. A copy of these is available on our website www.rohlig.com or upon request. These Terms essentially refer to the Allgemeine Deutsche Spediteurbedingungen 2017 (ADSp 2017; 'German Freight Forwarders' Standard Terms and Conditions,) and – if they do not apply for performing (supplementary) logistics services – with the General Terms and Conditions of Logistics-Services Providers (Logistik-AGB), as of March 2006 insofar as no deviation is included here.
- Please Note:** Section 23 of the ADSp 2017 deviates from the law with regard to the maximum amount of liability for damages of goods (Section 431 of the German Commercial Code (HGB)) by limiting liability for multimodal transport under the influence of sea transport and unknown places of loss to 2 SDR/kg and by limiting the normal liability of 8.33 SDR/kg to an additional 1.25 Million Euros per claim and 2.5 Million Euros per damaging event, but at least 2 SDR/kg.
- II. By accepting this quotation, you confirm that you have the full text of these Conditions in your possession, that you understand them and that you agree with them being fully applicable to the service quoted for.
- III. We expressly contradict deviating general terms and conditions (STC) of the customer.
- IV. All rates, costs and fees quoted are estimates only and may be adjusted if changes occur. All rates and costs are based on tariffs and surcharges currently in force (e.g. CAF, BAF, local port charges). All surcharges prevailing at the time of shipment, such as CAF, BAF and airline fuel and any other applicable local port and security charges, as provided by the carrier(s), may be subject to change and will be invoiced. Surcharges which were not known at the time of the quotation will be calculated in accordance with the official tariffs of the respective transport service provider and/or terminal and applied.
- V. All origin / destination charges are additional where not specifically mentioned. All quotations are subject to carrier space & equipment availability. All weight and dimensions are subject to carrier approval. All quotations are based on containers and / or packages being within legal weight limits.
- VI. Customs exams fee, duty, taxes and any other government charges are not included in our quote unless specifically mentioned.
- VII. All delivery / pick up rates are based on services rendered between regular business hours, that is to say from Monday to Friday, from 8 AM until 5 PM, and are based on business pick up / deliveries only / and premises having an available loading / unloading dock. Any request for additional services is not included in our quotation unless stated.
- VIII. Storage charges at sea port / airport or warehouse incurred by shipments that are not collected by their owners: in the event of the goods being abandoned or uncollected, all the freightage, terminal expenses, warehousing charges at the seaport (e.g. Detention and Demurrage) / airport or warehouse and customs charges, as well as the eventual costs of returning the goods shall be paid by whom who has contracted the carriage service. In case of abandonment of cargo, the customer as well as both shipper and consignee on any transport document issued for this cargo shall remain fully liable for all costs that arise from the removal and / or disposal of the abandoned goods and all related costs and fees.
- IX. Röhlig Germany GmbH & Co. KG procures transport insurance at the expense of the customer on the basis of the customer's corresponding written order and with reference to the supplementary provisions of ADSp 2017. Corresponding insurance rates can be obtained from us on request.
- X. By requesting this quotation, the Customer warrants to Röhlig Deutschland GmbH & Co. KG, its agents and successors, that both the transportation of the cargo and the cargo itself for which this quotation is given, do not and will not violate any applicable law of the European Union, the United Nations, the USA or of individual Countries which have adopted in the fight against terrorism or which impose trade restrictions, such as embargoes and/or sanctions. In the event that such transportation violates any applicable law or regulation, the customer will defend, indemnify, and hold-harmless Röhlig Deutschland GmbH & Co. KG, its agents and successors from any and all liability, costs, expenses, and attorney's fees resulting from such violation. Röhlig Deutschland GmbH & Co. KG assumes no obligation to undertake or assist Customer in any remediation of any such violation.
- XI. In regards to Sea Freight shipments loaded at, or discharged from, vessels at all United States ports. Carrier intends to enter into Negotiated Rate Arrangements (NRA) with its customers where applicable. This proposal is an offer to you to enter into a confidential Negotiated Rate Arrangement (NRA). You may accept this offer by (1) sending us an email specifying the Rate Proposal Number and stating that you accept the rates; (2) signing and sending the signed Rate Proposal back to us; or (3) by booking or tendering cargo in accordance with this offer.
Please Note: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT." Your acceptance will cover all shipments during the term of this Agreement, subject to any later amendment to which both parties agree.
- XII. The principal must inform the freight forwarder and abide at the time of giving the instructions, to all regulations concerning marine safety regulations (e.g. SOLAS) and needs to provide instructions if trademark and industrial property rights of third parties e.g. license restrictions arising from the Ownership of the product as well as statutory provisions and official restrictions which may cause problems in the order procedure.
- XIII. If either Party delays or fails to perform its obligations hereunder, that Party will be excused to the extent that such delay or failure (a) is caused by an event, occurrence or condition beyond its reasonable control and (b) has not been caused and/or contributed by the fault or negligence of the affected Party. This will include: Acts of God; floods, windstorms, natural disasters; epidemics and pandemics (declared and undeclared); fires or explosions not foreseeable or preventable by Röhlig Deutschland GmbH & Co. KG; wars (declared or undeclared), riots, civil unrest, sabotage or acts of terrorists not foreseeable or preventable by Röhlig Deutschland GmbH & Co. KG; strikes, lockouts, labor unrest; actions by any governmental authority (whether later found to be invalid); court injunction or order; or embargoes. The Party affected by a Force Majeure event must without undue delay provide written notice to the other, explaining in detail the full particulars and expected duration of the Force Majeure event, and shall use its best efforts to remedy the delay if it can be remedied.
- XIV. Our rates are calculated based on the greater of the total weight or actual weight of the total volume. The calculations of estimated gross weight are based on the highest of the following indicators:



Type of Transport	Volume calculation
Airfreight	1 m ³ = 167 kg
Sea freight	1 m ³ = 1,000 kg (minimum 1 m ³ or 1 ton)
Truck	1 m ³ = 333 kg

XV. For information regarding our data-privacy, please visit and refer to: <https://www.rohlig.com/data-privacy>