

General terms and conditions of business (T&Cs)

Scope

All agreements and orders between the Client and Quehenberger shall occur exclusively on the basis of these General Terms and Conditions of Business. These shall also apply for future business relationships and need not be expressly agreed on conclusion of the contract. Conditions of the contract or other business terms and conditions of the Client shall not be effective and are therefore excluded from this legal transaction and the complete business relationship.

The T&Cs are valid for all national and international cargo traffic services including multimodal transport and the forwarder dealing in its own name, as well as for all logistical services which are related to the transport or storage of goods, even if these are uncommon for forwarder company services.

***In addition, the General Austrian Forwarders' Terms and Conditions in their current version shall apply for all activities which the Contractor executes for the client, in particular for all forwarder and freight contracts as well as orders, storage contracts and logistical forwarder services which are related to the transport or storage of goods.

Supplementary to this, the General terms and conditions of business, in particular the bill of lading, transport, storage or handling conditions of our commissioned partners (shipping companies, railway administrations, air freight companies etc.) are applicable. These are to be made available as required and on request.

This collaboration is governed by the AUGUSTIN QUEHENBERGER GROUP's Code of Conduct for Suppliers and Business Partners, the latest version of which is available at <https://www.quehenberger.com/en/Quehenberger/Downloads>. The client undertakes to comply with the principles set out therein and to require its own business partners to do the same.

Parties

A contractual relationship shall be established exclusively between the Client and Quehenberger. Drivers, warehouse employees, subcontractors or other persons shall not be entitled to effect contractual agreements and changes to agreements for Quehenberger. Orders and notifications to such persons shall not be binding for Quehenberger.

Obligation to inform on the part of the Client

On awarding the order, the Client shall be obligated to provide Quehenberger with all information necessary for the fulfilment of the order and to completely and accurately inform them regarding the content of the consignment and its condition/quality. This applies particularly if the transported or stored goods concern hazardous, perishable or valuable goods, and also if these only constitute a partial quantity of the total transport or storage volume. Under "valuable goods" we understand especially, but not exclusively, goods which are particularly at risk of theft such as electronic equipment, weapons, non-ferrous and precious metals, valuable spirits, tobacco products and those goods which exceed a value of EUR 70,000.00. In addition, the Client must inform the Contractor of any special legal provision with regard to the treatment, handling, storage or transport of the goods. The information is to be transmitted directly to Quehenberger in an English or German language version and not to drivers, subcontractors or other accompanying or auxiliary personnel.

Should the Client breach their obligation to inform or make inaccurate, erroneous or incomprehensible statements regarding the goods to be stored or transported, then they shall be liable for all costs and damages arising from this, even if they are not to blame.

Quehenberger shall be entitled to immediately unload and store any hazardous, perishable and valuable goods, if Quehenberger has not been completely and comprehensively informed regarding these. The risk and cost of this shall be borne by the Client. In case of changed information pertaining to the goods, Quehenberger shall reserve the right to refuse or cancel the transport in case of genuine freight claims. Claims for compensation for damages shall remain unaffected.

Transfer of the goods

Shipments are expressly excluded from carriage if, at the time of handover or thereafter, they are or may be subject to an embargo (in particular an economic embargo), an agreement, a resolution, a regulation such as the Anti-Terrorism Regulation, a sanctions list, provisions of the Foreign Trade Act, or other sanctions relating to persons or goods, etc. The sender may not derive any claims for damages from the unobjected acceptance of a consignment excluded from carriage. In such cases, the client shall indemnify Quehenberger against any claims by third parties and shall bear all additional costs associated therewith. The client undertakes to comply with all relevant anti-terrorism regulations (e.g. the USA Patriot Act and currently applicable EU regulations, as well as the provisions listed above) and to carry out the checks on business contacts, contractual partners, subcontractors and employees required by these regulations.

The Client shall be responsible for the correct and transportable packaging of the transport goods. They shall be liable towards Quehenberger for any damage caused by incorrect or inadequate packaging, irrespective of blame on the part of the Client.

If hazardous goods are transferred, the Client must ensure the appropriate packaging and labelling according to statutory provisions. Costs which are incurred by Quehenberger through defective or inadequate packaging or labelling must be reimbursed to Quehenberger by the Client.

Quehenberger shall only be obligated to check the number of items, quantities or weight of the transported goods if this is reasonable, possible and agreed.

Quehenberger shall not be obligated to accept goods which display externally recognisable damages, unless the condition of the goods is specially certified in the consignment note or in another accompanying document.

Quehenberger shall be entitled at any time, but not obligated, to check the compliance of the data received from the Client against the actual consignment. Should it become clear that the consignment does not comply with the Client data, then Quehenberger shall be entitled to immediately unload and store this at the cost and risk of the Client.

Transport documents, delivery receipt

The Client shall be obligated to hand over all accompanying documents to Quehenberger or to ensure that all accompanying documents are handed over to Quehenberger which Quehenberger requires for the execution of the transportation and fulfilment of customs and other administrative body regulations by the time of delivery to the recipient.

The Client shall be held liable for the accuracy and completeness of these documents. The Client shall reimburse Quehenberger for all damages and costs which arise from the handover of incorrect or incomplete documents. Quehenberger shall not be obligated to check the documents for accuracy on handover.

The transmission or provision of delivery receipts in the form of CMR consignment notes and/or delivery notes or other verification shall occur only according to previous written agreement/confirmation in an electronic form. For the transmission of original receipts (e.g. original CMR consignment note), Quehenberger shall be entitled to levy a flat rate processing and a shipping fee of EUR 5.00 per receipt.

Loading and unloading of the goods

In the absence of a contrary agreement by the Client, the goods shall be loaded or unloaded for the sender or recipient. Should the sender or recipient utilise auxiliary personnel, then these persons shall be liable as vicarious agents of the Client or the sender. Quehenberger shall only then bear liability for correct unloading and loading if this has expressly been agreed. Quehenberger may charge a separate fee for this.

Loading and unloading time periods and delivery deadlines shall be binding at all times. Fixed dates must be agreed without exception and expressly in writing. The simple announcement of a certain loading or unloading date shall not be sufficient.

Two hours free time shall be available for the loading and unloading of goods including documentation handover. From the beginning of the third hour, Quehenberger shall charge the Client € 50.00 per commenced hour of standing time. From the 8th hour onwards, Quehenberger shall be entitled to charge a daily rate of € 450.00.

Should it not be possible to maintain an agreed supply or delivery date through the fault of the Client or should this be exceeded, then the Client shall completely reimburse the damages (e.g. standing times, unladen journeys) resulting from this. Should a second delivery occur, then Quehenberger shall be entitled to invoice this as well as any other further one.

Subsequent changes of the loading and unloading deadlines shall require written agreement by the carrier and shall not be binding for Quehenberger without this.

Deliveries of goods by the Client are possible at the respective Quehenberger terminal from Monday to Friday from 07:00 – 17:00 o'clock. Deliveries outside these times shall require special agreement.

Collection by the customer is only possible in individual cases and only after prior written agreement within the abovementioned time period.

In case of a refusal to accept by the recipient, the Client shall pay Quehenberger an appropriate fee for the return transportation, but at least the amount of the agreed freight. Additionally, Quehenberger shall have the right to unload the goods at the cost and risk of the Client.

Should the confirmation of the delivery occur via PDA (Personal Digital Assistant), then this shall be deemed valid with the acceptance of the offer.

Overloading

Quehenberger shall be entitled to refuse the continuation of loading in case of an impending overload. Should the Client insist on loading nevertheless, then Quehenberger may refuse the execution of the transportation and unload the goods again at the cost and risk of the Client. Should loading occur by the Client, then Quehenberger may demand the unloading of the overload at the cost of the Client. On determination of an overload of a consignment which has not been loaded by Quehenberger, then the Client shall bear liability for all resulting penalties, expenditure, costs and damages.

In case of incorrect or erroneous weight information on the consignment note or other accompanying documents which are handed over to Quehenberger, the Client shall bear liability towards Quehenberger for all expenditure, costs and damages resulting from the overload. Additionally, Quehenberger shall be entitled to refuse the execution of the transportation.

Quehenberger shall not be obligated to check the actual weight of the goods on loading and shall rely on the correct data of the consignment note or other accompanying documents.

Loading equipment

The obligation of Quehenberger arising from the transportation contract shall not include the provision of loading equipment, for example, such as Euro pallets,

Quehenberger shall not bear liability in any case for the loading equipment handed over to them.

If an exchange of pallets is to occur, then a written agreement shall be made regarding this. Pallet exchange is a separate service by Quehenberger which is not covered by the freight fees. Only Euro pallets shall be exchanged. An exchange of DD pallets, E2 boxes, H1 hygiene pallets or similar shall not occur.

Should own loading equipment be provided, then in case of an absence of pallet exchange Quehenberger shall be entitled to charge the Client € 9.00 per Euro pallet.

Quehenberger shall not be obligated to return the loading equipment. A return shall occur on agreement at the agreed costs.

The Client shall not be entitled to charge Quehenberger for loading equipment.

Insurance

Quehenberger has a CMR insurance of an adequate cover amount. A transportation insurance shall only be concluded on express order by the Client.

For freight orders of which the value of the goods is not stated, then only the SVS (freight forwarder insurance) basic premium is covered (insurance sum € 2,500.00). For higher values of goods, only aliquot compensation shall occur in case of damage (underinsurance).

Declaration of value and interest

Declarations of value and interest within the meaning of Art. 24 and 26 of the CMR, Art. 34 and 35 of the CIM, Art. 22 and 25 of the MÜ, Art. 22 of the WA or other relevant legal provisions are only permissible on a case-by-case basis and subject to prior written agreement. The maximum liability limits contained in the applicable transport regulations (CMR, CIM, MÜ, WA, Hague Rules, etc.) shall apply even if the documents accompanying the goods, or documents issued by Quehenberger, specify a value of the goods or an insured value that exceeds these maximum liability limits. Any further limitations of liability shall only apply following an express written agreement between the client and Quehenberger, which must in any event be concluded prior to the handover of the goods. For the sake of clarity, it is hereby stated that entries in the consignment note or other written or oral statements regarding the value of the goods or an interest made by the client or third parties cannot override liability limitations and, accordingly, do not constitute a declaration of value or interest.

Goods cash on delivery

Goods cash on delivery in the course of the delivery shall only occur within the Republic of Austria and is limited to € 6,000.00.

Packaging

Taking back transportation or sales packaging or repackaging shall only be implemented according to a separately awarded transport order with separate invoicing.

Payment conditions

The fee shall be orientated according to the respective agreements, and provided nothing else has been agreed, shall be due without deductions immediately after accounting. The accounting is done electronically by e-mail. Payments via cheque shall be excluded.

In the absence of a contrary written agreement, the fees shall not include: Insurance premiums, customs clearance, customs duties, public or other charges and taxes, forms, value added services, bill of lading and consular fees, advance commission, demurrage or other additional services or expenditure.

For all services and cash layout, Quehenberger shall charge advance commission pursuant to the respective tariffs valid for Quehenberger. Quehenberger shall provide these on request at any time.

Sea freight quotations shall be non-binding.

For the validity and/or the due date of invoices, the presentation of delivery verifications shall not be required.

In case of default on payment, the statutory default interest, however at least 12% p.a. default interest, shall be due. Furthermore, the Client shall bear the resulting reminder fees and the costs connected with the recovery of outstanding claims in their entirety.

If it is agreed that the carriage fees are to be paid by a third party, for example, the recipient, then the Client shall jointly bear liability with them for this entire sum.

Liability

Quehenberger shall bear liability for damages pursuant to the AÖSp (General Austrian Forwarders' Terms and Conditions), as long as these do not contradict mandatory regulations of the CMR, the CIM, the Warsaw Convention (WC), the Montreal Convention of 1999 (MC) or other international conventions or legal provisions, but with the restriction that the liability in case of international air freight is based exclusively on the Montreal Convention of 1999 in case of the destruction, loss or damage of goods or delays in delivery. The maximum liability sums stipulated in the MC can neither be increased through agreements, nor waived.

For property damages which do not occur during the transportation and/or are not subject to the provisions of the CMR, the CIM, the WC or the MC, Quehenberger shall only bear liability for gross negligence or intentional behaviour. In such cases, the Client shall be obligated to report the damage to Quehenberger within 8 days.

Quehenberger shall not bear liability for property damages which occur due to force majeure, the natural qualities of the transportation goods, loading or unloading by the Client, sender or recipient, defective packaging or labelling or due to circumstances which lie beyond the sphere of influence or control of Quehenberger. If the damages are also ascribed to other circumstances which are attributable to Quehenberger, then Quehenberger shall bear liability in part.

Offset

Claims against Quehenberger may not be offset by the Client.

Limitation period

All claims against Quehenberger, regardless for which legal reason and independent of the degree of blame, shall become statute-barred after 6 months, provided no mandatory provisions of include other periods of limitation. The limitation period shall begin as soon as the authorised person is made aware of a claim, however at the latest with the delivery of the goods.

Applicable Law and Place of jurisdiction

For disputes arising from and in connection with this agreement, Austrian law shall apply under exclusion of the UN sales law and the provisions of the law of conflicts.

The place of jurisdiction is the competent court in Salzburg.

Final provisions

Insofar as a provision of these Terms and Conditions should become ineffective, then the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by another one which comes closest to its commercial objective.

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Our company is certified according to ISO 9001, 14001, 45001 and in some areas according to ISO 27001, GDP Transport, SQAS and AEO.
All information about data protection can be found at: <https://www.quehenberger.com/en/privacy-statement/>