

General terms and conditions of business (T&Cs)

Scope

All agreements and orders between the client and Quehenberger Air + Ocean GmbH (hereinafter referred to as Quehenberger), a group company of AUGUSTIN QUEHENBERGER GROUP GMBH, are made exclusively on the basis of these General Terms and Conditions. In addition, the AWB provisions printed on the reverse side of the freight documents, the Q Line bill of lading conditions (available at www.qline-shipping.com) and the conditions of the shipping company used or commissioned by Quehenberger, the respective port regulations and the General Austrian Freight Forwarding Conditions (AÖSp) shall apply. These General Terms and Conditions also apply to future business relationships and do not need to be expressly agreed upon when the contract is concluded. Contractual terms and conditions or other terms and conditions of the client are invalid and are therefore excluded from the legal transaction in question and the entire business relationship.

In the event of contradictions between these provisions, the following order shall apply:

- Individual contract (if concluded in addition to the offer)
- Offer
- AWB or Q Line B/L
as well as the terms and conditions of the shipping company used or commissioned by Quehenberger and the respective port regulations
- These General Terms and Conditions (GTC)
- AÖSp

Offer

The offers prepared by Quehenberger apply to standard commercial goods that are suitable for transport by sea, air or road, as well as in groupage transport, and are securely packaged and stackable for transport. The offers are based on Quehenberger's free choice of means and routes of transport, shipping companies, airlines and other carriers. The offers are also based on the assumption that the transport routes chosen by Quehenberger are unobstructed and freely usable, and are subject to the availability of empty containers, shipping space and other transport capacities.

Quotations are exclusive of VAT, unless expressly agreed otherwise. Only the costs incurred during normal transport are included. Unless otherwise stated in the quotation or agreed in writing, the costs for additional necessary services, in particular insurance premiums, customs clearance in the country of dispatch and destination, customs duties and government levies, bill of lading and consulate fees, storage fees, presentation commissions, demurrage charges and other unforeseen expenses, fuel surcharges, road pricing charges and costs that are not attributable to Quehenberger.

Quotations shall lose their validity if they are not accepted immediately or if, despite acceptance, shipment does not take place within two weeks of the date of issue. Deviations from the quotations issued must be made in writing and require the prior consent of Quehenberger without exception.

All offers must be treated as strictly confidential. Disclosure to third parties in any form is prohibited without the prior written consent of Quehenberger.

Information obligations

When placing an order, the client is obliged to provide Quehenberger with all information necessary for the fulfilment of the order and to provide complete and accurate information about the contents of the shipment and the nature of the goods.

If the client violates its duty to provide information or provides inaccurate, incorrect or incomprehensible information regarding the goods to be transported or stored, it shall be liable for all costs and damages incurred as a result, even if it is not at fault.

Handover of goods

Shipments that 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 and other sanctions relating to persons and goods, etc., at the time of handover or thereafter are expressly excluded from transport. The sender cannot derive any claims for damages from the unobjected acceptance of a shipment excluded from transport. In such cases, the client shall indemnify Quehenberger against any third-party claims and shall be liable for all additional costs incurred in connection therewith. The client undertakes to comply with all relevant anti-terrorism regulations (e.g. USA Patriot Act and currently valid EU regulations as well as the aforementioned provisions) and to carry out the checks on business contacts, contractual partners, subcontractors and employees required by these regulations.

The client is responsible for the proper and safe packaging of the goods to be transported. The client shall be fully liable to Quehenberger for any damage caused by improper or inadequate packaging, regardless of whether the client is at fault.

The handover of dangerous goods requires express prior agreement. If dangerous goods are handed over, the client must ensure that they are packaged and labelled in accordance with the statutory provisions. The client shall reimburse Quehenberger for any costs incurred by Quehenberger as a result of defective or inadequate packaging or labelling.

Transport documents, delivery notes

The client is obliged to hand over all accompanying documents to Quehenberger or to ensure that Quehenberger is provided with all accompanying documents required by Quehenberger to carry out the transport and comply with customs and other administrative regulations until delivery to the recipient.

The client is liable for the accuracy and completeness of these documents. The client shall compensate Quehenberger for all damages and costs incurred as a result of the handover of incorrect or incomplete documents. Quehenberger is not obliged to check the documents for accuracy upon handover.

The sending or provision of delivery documents in the form of CMR consignment notes and/or delivery notes or other evidence shall only take place after prior written agreement/confirmation, if possible in electronic form. Quehenberger is entitled to charge a flat-rate processing and shipping fee of EUR 5.00 per document for the sending of original documents (e.g. CMR consignment note).

Loading and unloading of goods

Quehenberger is not obliged to load, unload or stow the goods being transported. However, Quehenberger will carry out these activities on the basis of a separate order and separate invoicing.

The weights of the loading equipment (e.g. pallets, stacking frames, mesh boxes) are subject to freight charges (the gross weight applies in each case). Under no circumstances will loading equipment be exchanged.

Quehenberger expressly points out that the stated transit times are not guaranteed. Quehenberger does not accept penalty agreements in the event of delays. Loading and unloading times as well as delivery times are always non-binding. Fixed dates must be agreed in writing without exception and expressly. Simply announcing certain loading or unloading dates is not sufficient.

Unless otherwise agreed, 2 hours of free time are available for loading and unloading the goods, including document handover. From the 3rd hour onwards, Quehenberger will charge the client for each additional hour of waiting time, as agreed (offer, email, etc.).

Quehenberger accepts no liability for demurrage and storage charges such as storage, detention, demurrage, etc., which are not caused by Quehenberger.

If an agreed delivery or collection deadline cannot be met or is exceeded due to the fault of the client, the client shall compensate Quehenberger in full for the resulting damage (e.g. waiting times, empty runs, etc.). If a second delivery is made, Quehenberger shall be entitled to invoice this, as well as any further deliveries.

Self-collection is only possible in individual cases and only after prior written agreement.

In the event of refusal of acceptance by the recipient, the client shall pay Quehenberger a reasonable fee for return transport, but at least the amount of the agreed freight. In addition, Quehenberger shall be entitled to unload the goods at the expense and risk of the client.

Overloading

Quehenberger is entitled to refuse to continue loading in the event of imminent overloading. If the client nevertheless insists on loading, Quehenberger may refuse to carry out the transport and unload the goods at the client's expense and risk. If the loading is carried out by the client, Quehenberger may demand that the excess weight be unloaded at the client's expense. If an overload is detected in a shipment not loaded by Quehenberger, the client shall be liable for all penalties, expenses, costs and damages incurred as a result.

In the event of incorrect or erroneous weight information on the consignment note or other accompanying documents handed over to Quehenberger, the customer shall be liable to Quehenberger for all expenses, costs and damages resulting from overloading. In addition, Quehenberger shall be entitled to refuse to carry out the transport.

Quehenberger is not obliged to check the actual weight of the goods during loading and relies on the correct information on the consignment note, delivery note, bill of lading or other accompanying documents.

SOLAS

If the client arranges for transport by sea, the client is responsible for determining the VGM (= verified gross mass) of containers covered by the International Convention for Safe Containers within a reasonable period of time, which depends on the respective shipping company. In any case, the VGM must be received by Quehenberger in good time for Quehenberger to transmit the data to the shipping company.

The client has the option of determining the verified gross mass by weighing (approved and certified procedure) by a suitable company (method I) or by calculation (method II), whereby country-specific regulations must be observed. With regard to the details of determining the VGM, the client must familiarise themselves with the relevant SOLAS guidelines and country-specific requirements (in particular tolerances).

Unless otherwise agreed, the VGM and the corresponding, verifiable documentation of the weighing/calculation must be sent to Quehenberger by email or fax by the person responsible for the VGM at the client's company. If it transpires that the VGM transmitted by the client is incorrect and this results in consequences for the shipping company or the responsible terminal, e.g. the container is not loaded, resulting demurrage charges, legal disputes with shippers, etc., the client shall be liable for all resulting damages, including consequential damages and penalties.

Loading equipment

Quehenberger is not liable for the loading equipment handed over to it.

The client is not entitled to charge Quehenberger for loading equipment.

All loading equipment, including sea and air freight containers, must be returned in a clean (swept clean) and undamaged condition. Furthermore, all packaging materials and any labels affixed by the sender must be removed. Repairs or cleaning of the loading equipment will be charged to the client or the party responsible for the damage.

Transport insurance

In view of the generally limited liability of individual carriers, we recommend taking out transport insurance. Quehenberger will be happy to arrange transport insurance upon written request, provided the value of the goods is specified.

Freight forwarding insurance policy (SVS)

For freight forwarding orders where the value of the goods is not disclosed, only the SVS basic premium (insurance sum €2,500.00) is covered. In the event of damage, only a pro rata compensation (underinsurance) will be paid for higher values of goods.

Declaration of value and interest

Declarations of value and interest for any pre- and post-carriage within the meaning of Art. 24 and Art. 26 CMR, Art. 34 and 35 CIM, Art. 22 and 25 MÜ, Art. 22 WA or other relevant legal provisions are only permissible in individual cases and by prior agreement.

Terms of payment

Quehenberger's invoices are due within fourteen (14) days of the invoice date, unless otherwise stated in the offer. Objections to Quehenberger's invoices must also be submitted to Quehenberger in writing within fourteen (14) days of the invoice date at the latest. If this is not done, the invoice shall be deemed to have been accepted in terms of its basis and amount. Invoices are issued electronically by email. Payments by cheque are not accepted.

Government levies such as customs duties and import sales tax are due immediately without exception. There is an absolute prohibition on offsetting. Even if, in accordance with an instruction from the client, invoices are to be issued to third parties, the client remains fully liable to Quehenberger for payment. In the event of late payment, Quehenberger is entitled to charge the statutory default interest. All reminder and collection fees shall be reimbursed to Quehenberger.

Quehenberger shall charge an advance commission for all services and cash expenses in accordance with the rates applicable to Quehenberger at the time. Quehenberger shall make these available on request at any time.

All quotations are subject to change until the contract is finalised.

Proof of delivery is not required for the validity and/or due date of invoices.

Liability

We work exclusively on the basis of the General Austrian Forwarding Conditions (AÖSp), in their currently valid version, insofar as these are not mandatorily contradicted by statutory provisions or international agreements (such as CMR, WA, MÜ, CIM, etc.), but with the following restriction: In the event of destruction, loss, damage or delay of goods during international transport by aircraft for remuneration, liability shall be governed exclusively by the Montreal Convention 1999, as amended. Liability limits higher than those provided for in the MÜ and waivers of the maximum liability limits cannot be agreed.

In addition, the applicability of the Q Line B/L conditions, the AWB conditions, the port regulations and the respective general transport, handling, storage and bill of lading conditions of the partners, shipping companies, rail operators, air freight companies or other carriers represented by Quehenberger or commissioned by Quehenberger is expressly agreed. These can be requested separately if required.

In the event of force majeure within the meaning of established case law, the parties shall be released from their obligation to perform for the duration of the force majeure, and this shall not constitute a breach of contract. However, both parties shall also be obliged to mitigate damages during this period and to provide comprehensive information.

If, despite force majeure, Quehenberger is able to fulfil its obligations at higher costs, Quehenberger must inform the client in advance of the higher costs. The client may refuse a service at increased costs.

Limitation period

All claims against Quehenberger, regardless of their legal basis and the degree of fault, shall become time-barred after 6 months, unless mandatory provisions stipulate other limitation periods. The limitation period shall commence when the entitled party becomes aware of a claim, but no later than upon delivery of the goods.

Applicable law and place of jurisdiction

Austrian law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods and conflict of law provisions.

The place of jurisdiction shall be the competent court in Salzburg.

Final provisions

Should any of the above provisions be wholly or partially invalid or void, the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes as close as possible to its economic purpose. This also applies to any gaps.

Abbreviations Index

AWB	AirWaybill
B/L	Bill of Lading
CMR	Convention on the Contract for the International Carriage of Goods by Road
CIM	Convention concerning International Carriage by Rail
HAWB	House Air Waybill
MÜ	Montreal Convention
SVS	Freight forwarding insurance certificate
WA	Warsaw Convention

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Bank Account: Raiffeisenlandesbank Oberösterreich AG ■ Bank Account No.: 37291 ■ Bank Code: 34000

IBAN: EUR: AT61 3400 0000 0003 7291, USD: AT59 3400 0701 0003 7291 ■ BIC: RZOOAT2L

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/>