



General Conditions of KMC Spedition OG

1. GENERAL RULES

The "General Austrian Freight Forwarder Conditions" (AÖSp) www.kmc-spedition.at/downloads.php apply in the currently applicable version as long as they do not conflict with statutory provisions or international agreements (e.g. CMR, MT, WA, CIM, Hague rules, etc.) § 51 lit b) Even in the event of gross negligence or intent, AÖSp (General Austrian Freight Forwarder Conditions) does not count as an agreement of higher maximum liability amounts than provided for in the applicable international agreements § 51 lit b) AÖSp (General Austrian Freight Forwarder Conditions) therefore does not constitute an agreement of higher maximum liability amounts in accordance with Art 25 MÜ. Furthermore, no reversal of the burden of proof according to § 51 lit b) within the meaning of § 1298 ABGB 2nd sentence is triggered. Services and offers from KMC Spedition OG are without exception, also for the future business relationships, based on these terms and conditions. Conflicting terms and conditions of any kind are expressly contradicted and are completely ineffective, regardless of the time and type of acknowledgement. Any kind of deviation from individual points of these terms and conditions is only effective and valid for them, and only if that it is expressly confirmed in writing by KMC Spedition OG. In any case, confidentiality in respect of the contractual terms and conditions of the contractual partner shall not be deemed to be accepted. If the terms and conditions do not regulate individual points, the right to dispose applies and deviations in the terms and conditions of the contractual partner are also not accepted. The maximum liability limits of the applicable transport law regulations (such as MT, WA, CIM, CMR, Hague rules, etc.) remain valid, if there should be a goods or insurance value for the transport documents enclosed with the goods as well as those issued by us, which is above the maximum liability amounts in accordance with the transport law regulations mentioned above. Exceeding the liability limit must be communicated in writing form without exception and will be agreed between the client and us before the goods are handed over; remarks in the consignment note are particularly valuable as well as written, or verbal statements of the value of the goods by the client or third parties not to override or increase the liability limits, and therefore do not count as an indication of value. For the orders placed with us, we are entitled to select our domestic or foreign partner companies of our choice. If we should be liable to our client for our services, our liability to our client is also limited to the respective liability of our partner company concerned. We issue freight documents, like waybills, air waybills, etc. only in the name and at the risk of the client or sender. The obligations from the contractual relationship are always subjected to the observance and compliance with the national and international legal regulations or sovereign requirements (including European and American embargo measures).

In the event of contradictions as well as doubts about the contractual agreements, these legal regulations or sovereign requirements always take precedence. The client alone is responsible for complying with legal foreign trade obligations (bans or / and restrictions on import, export or transit). We are not obliged to carry out an examination, rather the client is obliged to notify us in the right time in writing form about any restrictions and prohibitions of the goods to be shipped and, to compensate us respectively. The client is responsible for ensuring the security of the supply chain. The following goods are excluded from our acceptance for transport or storage: precious metals (uncoated or coined or otherwise processed), jewels, gemstones, paper money, all kinds of securities, documents or certificates, any medicines or temperature-controlled medicines, weapons and ammunition, live animals and substances -fe, the storage of which is subject to special legal provisions (e.g. water-polluting substances). The contractual partner undertakes to comply with minimum wage regulations and regulations on minimum conditions at the workplace and provide proof of this in writing from to the request of client. The subcontractor releases the client from his liability for the minimum wage if the subcontractor or within the framework of the subcontractor or lending company's employed by the subcontractor does not pay the statutory minimum wage. The contractual partner declares that the vehicles used by him are adequately insured in accordance with the statutory provisions (Freight Transport Law, HGB Law, CMR Law, Cabotage Law, etc.). There is generally a strict ban on loading and reloading, unless expressly agreed in written for. **A current EU licence, confirmation of insurance and a letterhead with current bank details must be provided before the start of transport.** Customer protection is strictly valid. Violations against protection will result in a contractual penalty of € 10,000.00 per case. Furthermore, an assertion in the event of possibly higher damage is not excluded. The transport order is valid 2 hours after it has been issued, even without confirmation.

2. CREDIT NOTE PROCEDURE/PAYMENT CONDITIONS/PAPERLESS DOCUMENT PROCESSING

ATTENTION!! AS OF 01.01.2023, WE WILL SWITCH TO CREDIT NOTE PROCEDURES!!!

FREIGHT INVOICES will not be accepted!!!

The freight is only due for payment when we have received all confirmed (stamp and signature of the sender/consignee) documents (delivery notes, CMR, pallet note, original pallet notes, weighing note, bordero, etc.) without a note of damage. Furthermore, the documents must be sent to us by e-mail (only in PDF) within 14 days, otherwise we reserve the right to deduct a flat-rate expense charge of € 50.00 from the freight. A credit note will be issued after the documents have been checked and approved.

The payment by the client shall be made by credit note procedure within 30 days with 2 % deduction „ Sconto“ or 45 days netto. The right of decision is at the customer. Paying days are 2nd / 10th / 20th in every month. If it falls on a bank holiday / weekend, then during the next working day.

3. DEMURRAGE – WAITING FEES

We must be informed immediately as soon as it becomes that the vehicle in question is at standing. The freight rate also includes the standing time of 3 hours per loading and unloading. If this is exceeded, the sender or consignee also must confirm that in written form. This is also a requirement for a claim for demurrage, but not higher than € 180.00 per day.

3. EXCHANGE OF LOADING EQUIPMENTS

The exchange of loading equipments is considered agreed. The return and return of loading and loading equipments is also agreed and it is included in the freight price. If, despite the prescribed exchange, you do not want to or cannot exchange the loading equipment, you must notify us immediately while the vehicle is still at the sender / recipient. If the loading equipment is not exchanged, the carrier has 14 days to return the not exchanged loading equipment to the loading place. All movements of the loading equipment as well as the non-exchange at the loading and unloading point must be fully documented. All movements of the loading equipment as well as the non-exchange at the loading and unloading point must be fully documented. The carrier agrees that after the 14 days deadline, the non-returned pallets will be charged. € 26,95 per euro pallet, € 21.95 per Düsseldorf pallet, € 180.00 per EURO Gitter box, € 10.00 per edge protector. We also reserve the right to charge a non refundable processing fee of € 25.00. The loading equipment price includes the purchase of a usable loading equipment as well as the return of the pallets to the loading-/unloading place. We only accept the following receipts only in Original; DPL pallet note and PAKI pallet note. The pooling fee of €2,50 and the repair fee of €5.50 per loading device for returns and rebookings will also be charged. Contrary to § 32 AÖSP (General Austrian Freight Forwarder Conditions), the client is allowed to deduct the claim from non-returned loading equipment as well as transport damage against the freight price.

4. Load securing

The vehicle must equipped with sufficient load securing equipment (at least 15 loading belts, edge protectors, anti-slip mats). Securing the load must be done by the driver. If this is done by the sender, the driver is obliged to check this. A remuneration for this is included in the freight price.

5. DISCLAIMER

The instructions at the loading/unloading point to contain the COVID 19 virus must be followed. Any liability towards KMC Spedition OG in case of non-compliance with the specified measures at the loading/unloading point is excluded. The contractor is obliged to behave according to the instructions.

6. Gerichtsstand

Austrian law applies, excluding the rules of private international law. Wels (Austria) is the agreed place of juris-diction. However, we reserve the right to assert claims at any other legally permissible place of jurisdiction.

7. Clause of severability

If individual provisions of this contract are ineffective or unenforceable, or become ineffective or unenforceable after the accepting of the contract, the remaining validity of the contract remains unaffected.