

General Terms and Conditions - Gebruder Weiss K. K.

The current version of the “Freight Forwarders Standard Trading Conditions (2020)” of the Japan International Freight Forwarders Association Inc. - JIFFA as is available on http://www.jiffa.or.jp/themes/jiffa_en/documents/image/standard_2020.pdf and as amended by the special terms and conditions specified below shall apply unless there is a per se conflict with any statutory provisions or international conventions (e.g. Montreal Convention, Warsaw Convention, Hague Rules etc),.

1. We are entitled to have a domestic or foreign partner company execute any of the orders placed with us. To the extent and insofar as we should be liable for any of their services towards our customer, our liability towards our customer is limited to the liability of the partner company in question towards us.
2. Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict our general terms and conditions. Collateral agreements shall be ineffective unless these agreements are put in writing and properly signed by the customer and by us.
3. Our duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail, even in cases of doubt. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislations (prohibitions and limitations) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing. The customer shall also be obliged to guarantee the safety of the supply chain to us.
4. A separate order is required for the transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR and Japanese regulations, which must be accepted by us. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Hazardous goods, in particular goods of ADR classes 1 and 7, may not be handed to us.
5. The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and ammunition, livestock as well as substances the storage of which is subject to special legal provisions (e.g.. substances hazardous to water).
6. Returns of packaging as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted if such have been specifically agreed upon in writing.

7. In case of the provision of a truck or a container transport, demurrage shall be invoiced per hour or part thereof in excess of the two hours granted for both loading and unloading.
8. Invoices shall be payable immediately without any deduction. All of our offers shall be non-binding and subject to confirmation. Moreover, we reserve the right to change air and sea freight rates at any time without prior notice.
9. Upon your express written request, we will take out transport insurances and insurances for goods in stock against risks such as fire and damages from burglary and storm. We recommend you to take out a transport insurance for goods worth more than JPY 1'350,- per kg, for sensitive goods (i.e. fragile or theft-prone goods) as well as for cross-border transports. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment.
10. This offer must be kept confidential and may not be disclosed to a third party.

Any action against us shall be brought before the Tokyo District Court in Japan. We reserve the right to assert a claim against the customer before any other legally permissible court.