

General Terms and Conditions - Gebruder Weiss China Limited

The current version of the “China International Freight Forwarders Association Terms & Conditions” (“CIFA”) as is available at <https://www.gw-world.com/zh-cn/版本说明/> shall apply unless there is a per se conflict with any statutory provisions or international conventions (e.g. CMR, Montreal Convention, Warsaw Convention, CIM, Hague Rules, etc.).

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. Verbal collateral agreements are ineffective.

The limits of liability according to the applicable transport regulations (such as CIM, CMR, Hague Rules etc.) apply even if the documents accompanying the goods or issued by us cite a goods or insurance value higher than the liability limits set by the above-mentioned regulations. These liability limits can only be exceeded by means of a written agreement between the customer and us, submitted before the goods are handed over for shipment; entries in the bill of lading or any other written or oral information about the goods value or expressing an interest by the customer or by third parties do not override or increase the limits of liability and therefore do not represent a declaration of value or interest. In no event, we shall be liable for any indirect, incidental and consequential loss arising from or relating to implementation of our service, including but not limited to any loss of profit, loss of sales, loss of market, loss of goodwill or reputation and third party claims, etc.

We are entitled to have a domestic or foreign partner company of our choice 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.

All air freight shipments might be subject to security checks. The customer agrees that goods handed over for shipment are manually checked and the packaging may be opened for this purpose. Our liability is limited to intent or gross negligence, evidence of which is to be provided by the customer. However, an obligation on our part to perform such a security check is not implied.

We are entitled to issue shipping documents, in particular bills of lading, air waybills etc; in this case, we always act on behalf of and at the risk of the customer or sender.

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 Chinese, 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 regarding import, export or transit) 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 and hold us harmless from any and all claims. The customer shall also be obliged to guarantee the safety of the supply chain to us.

A separate order is required for the transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR and so on, 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.

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 munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g. substances hazardous to water).

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.

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.

Invoices shall be due and payable immediately without any deduction. Cash on delivery is limited to a maximum amount of CNY 5.000.-- and is subject to national and international restrictions. 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.

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 CNY 80.-- 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 China and/or the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment. Neither such an insurance order nor an order for a higher insurance value, represents a declaration of value or interest and therefore do not lead to increased limits of liability under the applicable transport regulations.

This offer must be kept confidential and may not be disclosed to a third party.

The laws of China shall apply. The location of our commissioned branch subsidiary shall be agreed as place of jurisdiction. We reserve the right to assert a claim against the customer before any other legally permissible court.