

## **Basis**

Unless mandatory statutory provisions - such as the Hague-Visby Rules, the Warsaw Convention or the Montreal Convention or the CMR - apply, the "General Austrian Forwarders' Conditions" [Allgemeinen Österreichischen Spediteurbedingungen (AÖSp)], (latest version) apply, as agreed. It is expressly stated that, in conjunction with the Montreal Convention, the provisions of § 51 lit. b AÖSp will not be used. For ocean freight/inland waterway transport, the takeover transport conditions (bill of lading conditions) of the shipping companies involved apply.

## **Insurance**

We cover the forwarding insurance for each transport order according to your stated value of the goods, unless you have declared in writing that you are a prohibition customer when placing the order. If no value is provided, we will exercise our right to an estimate. A transport insurance policy (coverage as "full coverage" on the basis of the AÖTB) is covered with a separate written order.

## **Validity of the agreements**

The validity is shown on the quotation sheet and is based on currently valid freight prices, tariffs and rates. We expressly reserve the right to make changes. The quoted prices do not include VAT and are based on the information provided by you. Ontime has the right to charge the customer, for the duration of the contract and without further notice, for any new surcharges or for an increase in existing surcharges (e.g. BAF, security, etc.), for subcontractors (airlines, shipping companies, road carriers, etc.), customs or other authorities that are invoiced according to the invoices.

## **Customs clearance**

### **Accuracy and completeness**

The customer is obligated to submit to Ontime all documents that are necessary to fulfill the customs and tax regulations. The customer is liable for any consequences arising from the lack, inadequacy or inaccuracy of the papers.

### **Commitment**

The customer commits to pay to Ontime, in full and immediately, all duties and taxes imposed by the tax authorities, including import VAT and any penalties, at the latest within one week after receipt of the corresponding request by Ontime.

## **Miscellaneous**

### **Airfreight**

We reserve the right to choose the airline and the flights. Due to legal requirements [in particular Regulation (EC) No. 300/2008], in individual cases and prior to corresponding clearance, an additional security check by Ontime or third parties may be carried out, including, if necessary, through the use of a manual check or visual inspection of the customer's goods. The customer expressly agrees to such an examination upon placement of the order. The liability of Ontime for damages caused by this activity is limited in such a case to cases of intent or gross negligence, which must be proven by the customer.

### **Sea freight**

These sea freight [companies] indicated represent a selection of shipping companies and their current transit times. We reserve the right to consider other shipping companies, if the above-mentioned time frames and rate level will not be exceeded. All sea freight charges/surcharges are based on the time at which the offer was made.

Surcharges charged by the shipping company, which are not listed here, will be charged to you according to the invoice. The return of the empty container to the container depot of the recipient country will take place based on the instruction of the shipping company at the expense of the freight payer. The containers must be broom-swept and free of odors. Any resulting demurrage, detention, quay rent charges and all unpredictable costs are not included in this offer (if not specified) and are charged to you based on invoices.

## **Runtimes**

Terms of delivery or other runtime specifications by the customer are not binding, even without express objection. Liability for compliance with corresponding terms is expressly not accepted.