



TERMS AND CONDITIONS OF CARRIAGE FOR CONTAINER TRANSPORT

(valid from 01.01.2025)

- (1) All orders placed with us that pertain to the transport of or any freight forwarding activity related to containers are subject – with the exception of oversized and heavy transports – to the following Terms and Conditions for Container Transports, as well as the German Freight Forwarders' Standard Terms and Conditions (ADSp) in the 2017 version. Insurance coverage complying with the requirements of Clause 28 ADSp 2017 is provided by us.
- (2) The ADSp limit liability in Clause 23 ADSp as follows: For forwarding-related cargo damage, liability is limited to 8.33 Special Drawing Rights (SDR) per kilogram of damaged or lost goods. For other types of cargo damage, the legally stipulated maximum liability amount for the specific type of transport applies. For multimodal transport that includes sea carriage, liability is limited to 2 SDR per kilogram. In the case of delivery delays, liability is determined by statutory provisions (three times the freight amount according to the German Commercial Code (HGB)). For other financial losses, liability is limited to three times the amount payable in the event of loss, with a maximum of EUR 125,000 per claim. Overall liability is capped at a maximum of EUR 1.25 million or 2 SDR per kilogram per claim, whichever is higher. For a single damage event, the maximum liability is EUR 2.5 million or 2 SDR per kilogram, whichever is higher.
- (3) If mandatory international conventions (in particular, the Convention on the Contract for the International Carriage of Goods by Road (CMR)) or mandatory provisions of national law, which cannot be deviated from by general terms and conditions, apply to the freight contract, these provisions shall take precedence over any conflicting regulations in the terms and conditions of carriage. Insofar as deviations from international conventions and/or statutory provisions of national law are permissible, and these terms and conditions of carriage contain such deviating provisions or supplementary regulations to the international conventions and/or statutory provisions of national law, the provisions in these terms and conditions of carriage shall apply. If terms and conditions of carriage contain provisions that deviate from the regulations of the ADSp 2017, these terms and conditions of carriage shall take precedence over the regulations in the ADSp 2017. The ADSp 2017 shall only apply in cases where the corresponding clause in the Terms and Conditions of Carriage for Container Transport is invalid.
- (4) Verbal collateral agreements do not exist. Additions or deviations from the concluded contract or these terms and conditions of carriage require text form to be effective.



GCD Glomb
Container Dienst GmbH
Postfach 31 01 30
27537 Bremerhaven
Nevadastr. 2-4
27580 Bremerhaven
Tel. +49 (0)471 / 98281-0
Fax +49 (0)471 / 98281-999
info@glomb.com
www.glomb.com

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Handelsregister Bremen
HRB 16 38

Geschäftsführer:
Sigward Glomb
Matthias Glomb

USt-Id Nr. DE 114 703 519
Steuer-Nr. 60/137/01790

Wir arbeiten ausschließlich auf Grundlage unserer Beförderungsbedingungen, sowie ergänzend nach den ADSp, neueste Fassung und – für Großraum- und Schwertransporte – nach den AGB-BSK Kran + Transport, neueste Fassung, abrufbar auf unserer Website.



- (5) Delivery dates stated or confirmed in our order confirmation are not guaranteed and do not constitute an agreement on a fixed date. They are estimated delivery dates based on a standard transport process.

Termination/Cancellation by the Shipper (Client)

- (1) In accordance with § 415 HGB, the contract of carriage may be terminated by the shipper (client) at any time.
- (2) For cancellations made within 24 hours (on working days from Monday to Friday) prior to the start of transport, we charge 100% of the agreed freight as dead freight. In addition, we will charge any incurred extra costs for booked additional services, document preparation, or provisioning expenses.
- (3) Notwithstanding the above, a longer cancellation period applies to transports by side loader. Cancellations made less than 5 working days (Monday to Friday) before the start of transport will be charged at 100% of the agreed freight as dead freight. In addition, we will charge any incurred extra costs for booked additional services, document preparation, or provisioning expenses.
- (4) If the cancellation period falls on a public holiday or a weekend (Saturday or Sunday), the cancellation must be received by us no later than 09:00 p.m. on the last preceding business day (Monday to Friday). If the cancellation is received later, the aforementioned provisions shall apply accordingly.
- (5) Start of transport within the meaning of this clause is defined as the point in time when the vehicle is ready for loading at the designated loading location. The loading location is considered the first waypoint specified in the order, which can be a depot, terminal, or other transshipment point for receiving an empty or loaded container.
- (6) If the cancellation occurs after the freight or loading equipment has been taken on board, we also charge 100% of the agreed freight as dead freight. Furthermore, any booked additional services, document preparation, or provisioning costs will be invoiced separately.
- (7) If a cancellation occurs after the valid conclusion of a contract of carriage and the subsequent order registration, including the automatically generated confirmation ("Order registered"), we reserve the right to charge an administrative fee of EUR 25.00 for the incurred effort. Orders transmitted via an interface remain unaffected by this regulation.

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Termination by the Carrier

- (1) We are entitled to terminate the contract of carriage extraordinarily if unreasonable conditions arise that significantly impair or render the transport impossible and are beyond our control.
- (2) Unreasonable conditions include, but are not limited to:
 - the cargo is not transportable or poses a significant risk to persons, the environment, or other goods,
 - the loading site is inaccessible or unsuitable for properly taking over the freight,
 - the transport cannot be carried out due to force majeure or other exceptional circumstances,
 - the client issues instructions that contradict legal regulations,
 - the client provides incomplete or false information about the nature of the cargo, significantly complicating or endangering the transport (e.g., undeclared hazardous materials),
 - the agreed cargo does not match the actual cargo provided (e.g., significantly higher weight, larger dimensions, or different type of goods).
- (3) In the event of termination, we will notify the contracting party immediately in text form and, if possible and reasonable, set an appropriate deadline to resolve the unreasonable conditions.
- (4) In the case of justified termination, we are entitled to charge for all costs incurred up to the point of termination, as well as any additional expenses such as dead freight or waiting time.

Obstacles to Transport and Delivery

- (1) If an obstacle to the collection or delivery of one or more containers arises due to missing clearances, registrations, authorizations, documents, or customs instructions, we charge:
 - a flat rate of €450.00 per truck for overnight stops until 7:00 a.m. the following day (with the exception of transport by side loader, for which a overnight stop is charged at € 850.00),

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- in the case of a required weekend standby time, a flat rate of €550.00 per truck applies for the period from Friday 6:00 p.m. to Monday 8:00 a.m. (except for transport by side loader, for which weekend costs amount to € 1,200.00),
- and/or waiting or downtime costs based on actual expenses,
- and/or 100% of the agreed freight as dead freight if the transport cannot be carried out.

(2) We accept no liability or costs for delays in delivery caused by circumstances beyond our control (§ 426 HGB), provided that these were notified by us in good time before the end of transport.

(3) If, due to delivery obstacles such as delivery time windows for export containers or equivalent circumstances, a container cannot be delivered, we reserve the option to arrange for storage at the client's expense. The client will be informed in text form about this and the resulting costs

Pick-up and Delivery of Containers under the Slot Booking Procedure

(1) If a slot for the acceptance or delivery of containers cannot be booked due to terminal congestion or limited capacity, despite proper planning and disposition on our part, we accept no liability for resulting costs.

(2) In such cases, we reserve the right to charge waiting times or dead freight. The costs arising from this shall be borne by the goods if slot booking would only have been possible under unreasonable or non-market-standard circumstances. Unreasonable circumstances exist in particular if:

- excessively long waiting times for slot allocation are required,
- the terminal's booking system is non-functional and slots are therefore unavailable,
- all available slots are blocked due to terminal congestion despite timely booking requests.

Availability of Containers / Release orders / Registrations

(1) We assume the availability and proper clearance and release order of full and empty containers.

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- (2) The provision of all release orders, registrations, and other required documents is the sole responsibility of the client. These must be provided to us in full and in a timely manner, no later than 24 hours before the planned start of transport or container pick-up. If the 24-hour deadline falls on a public holiday or a weekend (Saturday or Sunday), the documents/data/information must be provided by 9:00 a.m. on the last preceding working day (Monday to Friday). If the provision is delayed, the aforementioned rules apply accordingly.
- (3) The verification of data, release orders, and availability is not part of the services offered or booked by us.
- (4) Unsuccessful trips or waiting times caused by the unavailability of containers, missing release orders, incomplete registrations, or similar circumstances will be charged separately to the client.
- (5) If the deadline specified in paragraph (2) is not met, and essential documents, data, or information required for the execution of transport are not provided in full, we reserve the right to unilaterally terminate the freight contract. In such cases, the corresponding dead freight and any additional expenses will be charged to the client.

Condition and Quality of Containers

- (1) We assume that the released containers are suitable in their type and condition for the intended loading or use and are in an appropriate condition for delivery.
- (2) The client is responsible for ensuring that the released containers are provided in proper condition and meet the requirements of the intended use. It is the obligation of the releasing shipping line and its vicarious agents to provide the depot or terminal with equipment that is free from damage, meets the requirements, and is ready for use.
- (3) Due to the conditions at terminals or depots, such as space constraints, safety regulations, or lighting conditions, our driving personnel conducts only a voluntary and superficial external inspection of the released equipment, where feasible. Even damages that could be identified upon closer inspection may not always be detected through an external visual examination. We/our drivers have no obligation to identify or document such damages.
- (4) We accept no liability for defects in the containers or their rejection at loading locations.

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- (5) Any assumption of costs for return transport, re-provisioning, waiting times, or other consequential costs resulting from defects or non-acceptance of the container is excluded. Any additional costs incurred by us in this context must be charged to the client. The clarification of additional costs arising from repairs, return transport of the container, or similar actions is solely the responsibility of the client.

Inspection and Entering of the Container

- (1) Only a superficial external visual inspection of the container is carried out.
- (2) Entering the container is prohibited for drivers in accordance with applicable safety regulations, particularly DGUV 70 and the relevant safety regulations of BG Verkehr. For this reason, no internal inspection of the container, such as for light permeability or other condition features, can be conducted.
- (3) Drivers are also prohibited from climbing ladders or taking similar actions to inspect the container from above.
- (4) Conditions such as odor or moisture are often not detectable due to terminal or depot conditions, such as weather influences, limited lighting, or other external factors.

Settings and Loading of Refrigerated Containers

- (1) Any settings or presets for refrigerated containers, such as transport temperature (set-point), humidity, or air ventilation, must be made by the terminal, depot, or loading location. Our drivers are prohibited from making any adjustments to the refrigeration unit of the container.
- (2) Temperature checks are carried out only at intervals possible under the given transport circumstances, focusing solely on deviations from the transport temperature specified in the transport order.
- (3) We are not responsible for instructing the terminal or its personnel regarding the temperature at which a refrigerated container must be connected terminal-side. It is solely the responsibility of the client to communicate the required cooling parameters (e.g., temperature, humidity, ventilation) fully and correctly to their contractual partner, the shipping line, and its vicarious agents, including the terminal. We accept no liability for any damages, delays, or other consequences arising from this.

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- (4) If our driver must make changes to the settings due to subsequent instructions from the client, this is done solely as instruction-bound assistance. The driver acts as a vicarious agent of the client in this regard. We assume no liability for any errors that may occur in the process.
- (5) The safe and secure loading of the container is the responsibility of the loader as the vicarious agent of the client (shipper/sender). We accept no liability for damages caused by improper loading of the container. This includes, in particular
- exceeding the maximum fill line,
 - loading beyond the edge of the T-profile floor, which restricts or blocks air circulation.

We do not inspect the proper and even loading of the container.

Container Seals

- (1) Attaching a seal to the container is the sole responsibility of the respective loader or loading location. We do not carry seals as a standard practice. Nevertheless, bringing a seal can be explicitly requested from us.
- (2) Removing a seal is the sole responsibility of the respective recipient or unloading location. Our drivers and vehicles are not equipped with the appropriate tools for opening a seal.

Load Securing of Containers

- (1) The transport-safe loading of goods, in accordance with § 412(1) HGB, is the responsibility of the loader or shipper. The operationally safe loading, in accordance with § 412(1) HGB and § 22 of the German Road Traffic Regulations (StVO), is the responsibility of the carrier.
- (2) In container transport, we can only conduct an external inspection of the container to ensure operational safety, as the container itself represents the load in this case.
- (3) We can only assume an even distribution of the load in the container based on a check of axle loads using axle scales, if available on the vehicle and trailer. If such equipment is not available, we reserve the right to visit a chargeable weighing station to verify the loading condition. The costs incurred will be

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passed on to the client. However, we have no obligation to perform control measures.

Loading and Unloading for Transports by Sideloader

- (1) The loading and unloading of a container using a sideloader requires a suitable loading area with a minimum size of 23 meters in length and 9 meters in width.
- (2) The ground surface must be paved, safely accessible for trucks, and suitable for sideloader operations. In particular, it must have sufficient static load-bearing capacity to allow the stabilizer legs of the sideloader trailer to be lowered. The ground must provide secure support during the loading and unloading process without any risk of sinking or slipping of the stabilizer legs.
- (3) If the designated loading area does not meet the requirements set out in paragraphs (1) or (2), loading or unloading is not possible. In such cases, we reserve the right to:
 - place the container at a nearby suitable location or cancel the transport and return the container to the point of origin or another location designated by the client at their expense,
 - charge 100% of the agreed freight rate as dead freight if the container cannot be picked up due to the unsuitable site conditions,
 - invoice the client for any additional costs incurred due to waiting times, detours, or extra handling efforts.
- (4) The container is exclusively loaded and unloaded on the left side of the vehicle. Any deviation from this requires prior agreement and will incur an additional handling fee of €75 per operation.
- (5) If two 20-foot containers are to be loaded, they must be positioned directly behind each other without any gap. Otherwise, only one 20-foot container per transport and sideloader can be picked up and transported.

Weight Limits and Dimensions in Container Transport

- (1) We strictly adhere to the applicable legal regulations on weight limits and dimensions in road transport, particularly the provisions of § 34 StVZO (German Road Traffic Licensing Regulations) for maximum permissible total weight and allowable axle loads, as well as § 22 StVO for permissible

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dimensions. Deviating from this, we take into account the privileges for combined transport in accordance with Directive 92/106/EEC in conjunction with the 53rd Exception Regulation to the StVZO.

(2) If verifiable overloading or uneven stowage of the container results in an exceedance of permissible axle loads, we reserve the right to:

- refuse to commence transport,
- demand partial or full unloading of the container.

(3) We accept no liability for costs or delays arising from such overloading or uneven stowage. These costs, including possible reloading, weighing, or waiting times, will be passed on to the client. In addition, fines, penalties, or official measures imposed due to overloading, uneven stowage, or exceeding permissible dimensions are entirely the responsibility of the client.

Free Loading, Unloading, and Waiting Times

(1) Our offers are based on the following free loading, unloading, and waiting times. If these times are exceeded, waiting time fees will be charged in accordance with the price conditions agreed in textform.

(2) Free Loading and Unloading Times (unless otherwise agreed in text form):

- Short-distance transport (up to 150 km from the starting terminal): up to 2 hours.
- Long-distance transport: up to 2 hours.

(3) Free Waiting Times (unless otherwise agreed in text form):

- Seaport terminals: up to 30 minutes (incl. queuing due to processing delays).
- Container depots in seaports or inland: up to 30 minutes (incl. queuing due to processing delays).
- Customs clearance: up to 30 minutes (incl. queuing due to processing delays).
- Veterinary offices, plant protection offices, scanners: up to 30 minutes (incl. queuing due to processing delays).

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 Postfach 31 01 30
 27537 Bremerhaven
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 27580 Bremerhaven
 Tel. +49 (0)471 / 98281-0
 Fax +49 (0)471 / 98281-999
 info@glomb.com
 www.glomb.com

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Handelsregister Bremen
 HRB 16 38

Geschäftsführer:
 Sigward Glomb
 Matthias Glomb

USt-Id Nr. DE 114 703 519
Steuer-Nr. 60/137/01790

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- (4) The waiting time begins upon the truck's arrival at the terminal or depot, even if immediate access is not possible, regardless of the cause, provided the cause is not attributable to our area of responsibility.
- (5) Waiting time fees will also apply if the free times are exceeded due to processing issues, strikes, lack of slot availability, technical disruptions, or operational delays at the terminal or depot. We accept no liability for delays or costs caused by circumstances beyond our control.
- (6) If the agreed loading or unloading time is exceeded, we will charge waiting time fees at the notified rate. Waiting times will be notified as soon as the agreed time has been exceeded, and the additional costs will usually be communicated within 24 hours. Exceeding the free times will be billed per started 30 minutes. This regulation is in accordance with §§ 412 and 417 HGB, which govern the responsibilities for loading, unloading, and the associated costs.

Multistops

- (1) For the following multistops, we charge additional costs in addition to the agreed freight, as well as the resulting waiting times:
 - Presentation at a customs office inland,
 - Presentation at a veterinary office (Veti),
 - Presentation at a scanner in the seaport,
 - Multi-stop at loading or unloading.
- (2) Multistops and the resulting additional costs are usually notified within 24 hours of being identified. The costs are based on the price conditions agreed in textform.
- (3) The conditions for a multistop apply only if it is directly on the route or if the total distance increases by no more than 30 km. Otherwise, we reserve the right to additionally charge for detour kilometers.

Chassis Rental and Detaching of Chassis

- (1) Detaching of chassis can only be agreed with us in text form. We charge a fee for detaching and attaching chassis in accordance with the price conditions agreed in text form. If the chassis remains on-site for an extended period, an

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additional fee will be charged per started calendar day, also in accordance with the price conditions agreed in text form.

- (2) Detached chassis may only be moved with equipment specifically designed for this purpose. Any damages resulting from improper movement or use will be charged to the client.
- (3) Containers and goods on detached chassis placed on any premises following a client's order (regardless of whether the area is open or closed) are not under our custody. We accept no liability for damages or loss of the container and/or goods.

Use of Subcontracting Companies

- (1) To ensure reliable and flexible execution of our transport services, we cooperate with subcontracting companies that operate on a long-term basis. These companies are carefully selected according to our specified criteria and are regularly audited to ensure compliance with our quality and safety standards.
- (2) Unless explicitly agreed otherwise in text form, the use of subcontracting companies by us is deemed agreed and approved.

Force Majeure / Extraordinary Performance Impediments

- (1) If extraordinary external events beyond our reasonable control occur, making the performance of the contract impossible or imposing an unreasonable burden on us, we shall not be liable for any resulting losses or damages. In such cases, we are released from our contractual obligations for the duration of the events preventing or delaying performance.
- (2) Such events include, but are not limited to: pandemics, labor disputes such as strikes or lockouts, fire, war, terrorism, natural disasters, government interventions or seizures, import or export restrictions, limitations on social gatherings, disruptions or failures of power supply, public IT or communication systems, as well as damage caused by IT viruses in our systems.
- (3) We undertake to notify the affected contracting party in text form without delay as soon as we become aware that any obligation cannot be fulfilled due to the events mentioned above.

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- (4) If it becomes evident that the hindrance or delay will last longer than 14 days, we are entitled to terminate the contract without notice, notwithstanding any other provisions agreed in the contract.

Change of Fundamental Circumstances

- (1) If, after the conclusion of the contract, fundamental circumstances that are essential to the content and execution of the contract change in an unforeseeable and unreasonable manner, we reserve the right to request an adjustment of the contract.
- (2) In such cases, we will promptly notify the other contracting party in text form about the changed circumstances and seek to renegotiate the contract terms.
- (3) If no mutual agreement on adjusted contract terms can be reached within a reasonable period, we reserve the right to withdraw from the contract or terminate it extraordinarily, insofar as this is necessary considering the changed circumstances.

Precedence Application of our Terms and Conditions of Carriage

- (1) By placing an order with us and upon the valid conclusion of a contract of carriage, only our terms and conditions of carriage shall apply. General terms and conditions (T&C) of the client that contradict or supplement these terms and conditions are void and shall not apply unless explicitly confirmed by us in writing.
- (2) We expressly draw attention to this priority in our order confirmation.

Local Place of Jurisdiction and Governing Law

- (1) The local place of jurisdiction for all claims arising from or relating to the transport contract is our registered office, provided the client is a merchant as defined by commercial law. For claims against us, the jurisdiction is exclusive.
- (2) All transport contracts are governed exclusively by the laws of the Federal Republic of Germany.

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Precedence of the German version of the Terms and Conditions of Carriage

We provide an English version of these terms and conditions of carriage on our website. In the event of discrepancies or ambiguities arising from the translation, the German text alone shall take precedence.



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