

# General Terms and Conditions

## Transport- and Logistics Services

Lagermax Autotransport GmbH · Lagermax Straße 1 · 5204 Straßwalchen / Austria



### **ORDER DEVIATION:**

In the case of orders which do not correspond in essential points with previous offers, it cannot be ruled out that these deviation(s) will result in processing and also price changes. Essential points are: Vehicle type, model, dimensions, weight, quantity, pick-up/delivery addresses), vehicle condition, customs status, deadline requirements etc. Offer / price changes reserved! If there is a lack of or incorrect information on the part of the client, an additional processing fee plus any downtime and / or re-placement costs will be charged.

### **VEHICLE CONDITION:**

As a general rule, any transportation/logistics quote provided is for roadworthy vehicles and does not apply to "rolling only" or "immobile" vehicles. Immobile vehicles and those without parking/hand brakes cannot be accepted for transport until further notice. This also applies to vehicles with leaking operating fluids, or loose vehicle parts (outside), as well as a ground clearance of less than 15cm. When placing an order, it is generally assumed - unless otherwise stated - that the vehicle to be transported can be moved under its own power. If the condition of the vehicle does not correspond to the expected condition, additional costs may arise, which will be charged to the client.

### **VALIDITY:**

With the existence of this new version of the General Terms and Conditions, previous versions become invalid. Without exception and exclusively, the latest, present version is to be applied to all activities.

### **WARRANTY / LIABILITY:**

The execution of a transport takes place exclusively on the basis of CMR-open led transports, the legal regulations for the road transport of goods. Accordingly, any liability of our company for damages not caused by our fault, for which we are not responsible and which are unavoidable, is excluded. This applies in particular to all dangers from the transport with open vehicles not covered with tarpaulins, as well as elementary events such as hail, floods, etc. In the case of used vehicles, we accept no liability for signs of use and damage, such as scratches and dents. If necessary, the customer has to prove that it is not such damage. Furthermore, no liability is assumed for objects, documents (including vehicle documents), etc., which are in the vehicle during transport.

### **GENERAL CONDITIONS:**

We work exclusively on the basis of the General Austrian Forwarders' Terms and Conditions, as published in the Wiener Zeitung and available for inspection at our offices.

### **STORAGE/HAIL PROTECTION:**

A possibly offered storage under hail nets at the terminal Straßwalchen represents a high-quality protection against hailstorm, how-ever, according to information of an Austrian insurance technical expertise it is not a 100% guarantee against damage by corresponding elementary event. Hail protection is possible from April 15 at the earliest, depending on the weather, and ends on September 15 of each year. Offers for storage generally do not include storage insurance. Vehicles which are on a terminal of Lagermax for the purpose of storage or transshipment are generally not insured. Liability is assumed for damage demonstrably caused by negligence on the part of Lagermax and justifiable in accordance with AÖSp (General Austrian Forwarders' Terms and Conditions).

### **DELIVERY TIMES:**

In any case, delivery dates require at least a verbal agreement with our transport department. We are of course very anxious to meet delivery times, but due to the nature of the transport business (accident, traffic jams, border waiting times, etc.) can not guarantee them 100%.

### **ASSOCIATED COSTS:**

All services which have not been agreed upon or ordered in writing. All costs which cannot be influenced by LAGERMAX (stand fees, road fees, legal road pricing costs, increase of fuel prices, port fees, etc. etc.). Customs costs/duties. Waiting times at the loading or unloading point from the 1st hour. Costs for cancelling a load.



### **PRICES/PAYMENT TARGET:**

All prices are in EURO, unless otherwise stated, incl. share. Truck toll, but excl. legal VAT. Invoices are due immediately upon receipt without deduction net cash. In addition, we reserve the right to charge reminder fees and interest on arrears.

The client is the only permissible recipient of the invoice. Offers are based on rates and possibilities valid at the time of preparation, and are subject to change until the firm conclusion, excluding customs costs/customs duties of any kind.

### **ACCESS:**

The client is responsible for the proper access as well as for an existing loading zone for truck trains with a length of 25 meters. Any additional costs and/or penalties under this title shall be borne by the client.

### **LOAD IN VEHICLES:**

It should be noted that vehicles with payload in the interior must always be declared as such, late in the written order placement. Offer/price changes in this connection cannot be excluded if this was not known at the time the offer was made. Vehicles with payload, which are to be transported between EU and non-EU countries, are not accepted by us for transport. Exception: 1 set of winter or summer tires. If we fail to declare the vehicles in question accordingly, we reserve the right to revoke the acceptance of the order and to charge any additional costs incurred up to that point.

### **CUSTOMS:**

The client is obliged to inform the contractor in writing of the customs status of the cargo at the time of acceptance. The transport of goods subject to customs duties is subject to the supervision of the respective national customs authority, and the whereabouts of customs goods must be fully documented upon request. National or international customs accompanying documents must be duly completed at the respective receiving customs office, e.g. in the form of customs clearance or transfer to a customs bonded warehouse. Otherwise, the customs authorities will issue search notices and, in the event of insufficient evidence being provided, the duty will be charged. We would therefore like to point out that in the case of customs goods, an order can only be carried out on presentation of a declaration of commitment/liability (can be requested from Lagermax) from the consignor or consignee.

### **AVAILABILITY of IT / WARRANTY and LIABILITY**

LAGERMAX shall endeavor to operate the IT to the extent necessary and technically appropriate for the performance of the transport and logistics services contractually agreed between the Customer and LAGERMAX, taking into account maintenance and repair work, as well as (security) technically required system shutdowns for updating work.

However, no guarantee can be given for an uninterrupted provision of the IT. In the event of non-availability of the IT, LAGERMAX shall take reasonable measures to restore the availability of the IT for the performance of the contractually agreed transport and logistics services as quickly as possible.

Any liability of LAGERMAX for damage (including consequential damage) caused by a lack of IT availability or defective IT is excluded, unless such damage was caused intentionally or by gross negligence on the part of LAGERMAX.

Therefore, LAGERMAX shall also not be liable for damage caused by causes beyond the control of Lagermax (e.g. force majeure, fault of third parties, disruptions of the line provider, hardware defect, IT malfunction due to a programming error or similar) and which subsequently lead to a delay of transport and logistics services to be provided by LAGERMAX.

### **INFORMATION SECURITY and DATA PROTECTION:**

LAGERMAX takes the issue of information security and data protection very seriously. LAGERMAX undertakes to take appropriate security precautions in order to be able to ensure a level of information security required for the performance of transport and logistics services. LAGERMAX provides its transport and logistics services in accordance with the applicable General Data Protection Regulation (GDPR).

### **EXCEPTIONS:**

Individual points of these general terms and conditions shall not apply if different, superseding information is set out in writing in the relevant offer itself or in already existing and valid agreements/contracts.

