

# Terms and Conditions for the **Groupage** Services of Kuehne + Nagel and its service levels **Standard, First and Fix**

Version 1.1. valid as of October 9, 2023

## 1. Contracting Parties

These Terms and Conditions for **Groupage services** are applicable for **Groupage** Road transportation services, which are ordered by the Customer and provided by Kuehne+Nagel.

The contract is being concluded between the Customer on the one part and Kuehne+Nagel on the other part. All contracts are based on an explicit offer made by Kuehne+Nagel. The relevant operating entity of Kuehne+Nagel, which submitted the offer to the Customer, is the solely responsible entity towards the Customer. For the avoidance of doubt, the members of the Kuehne+Nagel Group cannot be held jointly and severally liable.

Any individual transport order submitted by the Customer to Kuehne+Nagel is subject to the acceptance by Kuehne+Nagel.

## 2. Scope and Service

The Kuehne+Nagel Road Logistics **Groupage** services is focusing on the transport of groupage shipments between European countries.

Groupage shipments in this context are shipments with a weight of maximum 3.000 kilogram. In exceptional cases on selected lanes and subject to Kuehne+Nagel's explicit approval, also shipments with a weight of maximum 5.000 kilogram are allowed. Maximum dimensions for **Groupage** services shipments are:

- Length: 2,4 meters (for selected lanes up to 4 meters possible)
- Width: 2,4 meters
- Height 2,2 meters

The maximum weight per package is 1.500 kilogram, in case of requested tail-lift-handling 750 kilogram. For these tail-lift services the maximum width of a package is 2 meters. Precondition for the **Groupage** services transport is packaging, which is suitable for international groupage transports. Except for legally required documents (e.g. customs) Kuehne+Nagel will not handle documents (e.g. delivery notes) separately. Consignors need to attach all documents to the packages.

The **Groupage** services contains 3 service levels (Standard, First and Fix) and on top of these levels a number of services options.

## 3. Service level and Lead Times

### a) All **Groupage** service levels

**Groupage** services is combining various cargo types and commodities to ensure efficient and eco-friendly transportation. However, for the sake of safety of all consolidated cargo, the following types of shipments are not allowed to be transported within **Groupage**:

- Live stock, live plants and connected perishable cargo;

- Goods without suitable packing;
- Personal belongings and removal cargo;
- Weapons and ammunition.

For the same reason also COD (Cash On delivery) services and a limited number of dangerous goods (ADR) as drawn up below cannot be booked.

The **Groupage** Scheduler, an IT tool accessible via the Kuehne+Nagel Internet webpage, is showing the lead time between the collection and delivery address of the shipments based on selected collection or delivery days. Lead time and routing shown in the **Groupage** Scheduler are the basis for the execution of the service booked. **Local public holidays** and extraordinary situations blocking business in applicable areas are not taken into account by the **Groupage** Scheduler and need to be considered accordingly.

Lead times are based on collection and deliveries during regular business hours between 9 am and 4 pm local time. Consignor and consignee shall be obliged to load and unload the consignment(s). Extraordinary waiting times (exceeding thirty (30) minutes) will be refused or charged.

**Groupage** services is created for B2B business. Consequently, bookings by and settlements with private persons cannot be accepted by Kuehne+Nagel.

Reverse flows/returns and its remunerations follow local standard freight forwarding terms and conditions existing in the country of the contracting Kuehne+Nagel entity as outlined in Clause 5.

The availability of selected service levels and service options of applicable countries and postal code areas for collection and distribution are subject to confirmation by Kuehne+Nagel. Kuehne+Nagel may not be able to offer the full scope of **Groupage** services levels for example in case of selected postal codes like islands, city centers with limited access, remote areas etc.

#### **b) Service level Groupage Standard**

This Service level contains the transport of groupage shipment according to regular lead times as displayed by the **Groupage** Scheduler. Lead times are not guaranteed and with a door-door performance target of 95% lead time deviations (premature, delayed deliveries) may occur.

Dangerous goods can generally be handled within the **Groupage** network according to ADR regulations. However, the following ADR classes, are forbidden on **Groupage** network level:

- Class 1 (Goods of division 1.4S can be carried following specific pre-conditions)
- Class 6.2
- Class 7 with the exception of UN2908, UN2909, UN2910, UN2911

Lithium batteries can only be carried upon request and after confirmation depending on service details.

For all other ADR classes as well as for cargo under customs/excise control a check at booking however always needs to take place as still deviations of special requirements can occur for certain times and/or trade lanes especially depending on governmental instructions.

The Customer is obliged to notify Kuehne+Nagel in the booking, if the consignment contains any dangerous goods.

All Incoterms® can be handled. If the transport in collection or distribution is touching a non-EU-country the delivery term DDP (Delivery Duty Paid) is excluded.

Customs clearance and related service options can be used in connection with this service level.

#### **c) Service level Groupage First**

This service level contains the transport of groupage shipment according to regular lead times as displayed by the **Groupage** Scheduler (local public holidays and extraordinary situations blocking business not included). Lead times are guaranteed meaning that the surcharge charged will be reimbursed in case the scheduled and booked lead time has not been met (for the avoidance of doubt, Kuehne+Nagel will not reimburse any other incurred costs than the surcharge). This also applies for additional time relevant service options (e.g. delivery before 12 pm) booked on top of this selected service level. Other related service options components do not have an impact on the reimbursement of the surcharge for the service level **Groupage First**.

Reimbursement of surcharge cannot take place if shipper and/or consignee are responsible for delays occurred or in case of force majeure. This also contains stipulation of individual collection/or delivery days/times, addressed later than the booking. The customer needs to apply for reimbursement with proof of delay (if not already available at Kuehne+Nagel on POD).

This Service level does not grant possibility for claiming any consequential cost resulting from delayed delivery.

The Service level **Groupage First** can only be booked with the Incoterms® DAP (Delivered At Place) or EXW (EX Works). Crosstrade containing ordering/paying party other than shipper or consignee is also allowed.

#### **d) Service level Groupage Fix**

This service level contains the transport of groupage shipment with a *stipulated* delivery date *later* than the regular lead times as displayed by the **Groupage** Scheduler. The date stipulated by the customer can be five (5) working days later than the scheduled date. Lead times are guaranteed meaning that the surcharge charged will be reimbursed in case the stipulated and booked lead time has not been met (for the avoidance of doubt, Kuehne+Nagel will not reimburse any other incurred costs than the surcharge). This also applies for additional time relevant service options (e.g. delivery before 12 pm) booked on top of this selected service level. Other related service options do not have an impact on the reimbursement of the surcharge for the service level **Groupage Fix**.

Reimbursement of surcharge cannot take place if shipper and/or consignee are responsible for delays occurred or in case of force majeure. This also contains stipulation of individual collection/or delivery days/times, addressed later than the booking. The customer needs to apply for reimburse with proof of delay (if not already available at Kuehne+Nagel on POD).

If the consignee accepts a premature delivery no reimbursement of the surcharge can be claimed.

This service level does not grant possibility for claiming any consequential cost resulting from delayed delivery.

Customs clearance and related service options can be used in connection with this service level.

#### **4. Groupage Service options for Service levels**

On top of the above mentioned service levels additional service options can be booked, which are subject to a surcharge and visible in the **Groupage** Scheduler.

*Time definite* service option contain collections and/or deliveries within pre-defined time-windows. Kuehne+Nagel is not responsible for any collections- or delivery times not matching to booked or agreed time windows if these delays are caused by force majeure, shipper, consignor or parties acting on their behalf.

An *appointment* is a two-way communication where collection and/or delivery are agreed for a certain day and/or time. Appointments need to be documented before service starts. They are applicable for both Business to Business- (B2B) and Business to Consumer- (B2C) addresses.

An *advice* is a one-way communication where Kuehne+Nagel or its subcontracted party are pre-advising stipulated collection and/or delivery address on approaching collection and/or delivery. The customer needs to ensure proper communication data to enable this service.

The **Groupage** service options contains delivery during regular business hours to the door of the consignee address. All such consignee addresses must be accessible by a delivery truck. Deviating delivery requests by the Customer need to be checked by Kuehne+Nagel and agreed at the time of booking.

## 5. Standard Terms and Conditions

All service options provided by Kuehne+Nagel are governed by these Terms and Conditions for **Groupage** and the local standard freight forwarding terms and conditions existing in the country of the contracting Kuehne+Nagel entity (e.g. ADSp 2017, NSAB 2015 etc.). If local freight forwarding terms and conditions should not be existent and/or incorporated into a contract between the Customer and Kuehne+Nagel, the FIATA Rules for Freight Forwarding Services (hereinafter referred to as "FIATA Rules") shall apply to this contract (in addition to these Terms and Conditions for **Groupage** services). In case of any conflict, these Terms and Conditions for **Groupage** services shall prevail over the local freight forwarding terms and conditions or the FIATA Rules.

Any standard terms and conditions of the Customer and/or any third party shall be excluded.

## 6. Payment

The Customer is finally responsible for correctness and compliance of cargo and data and payment. Payment of the service execution is based on the price agreement between the Customer and Kuehne+Nagel within the framework of the local standard freight forwarding terms and conditions existing in the country of the contracting Kuehne+Nagel entity as outlined in Clause 5. In case of missing agreements, remuneration is due before the service execution starts and Customer onboarding steps have been finalized.

Payment of freight amount is to be conducted according to delivery terms. If nothing else has been agreed up front, the non-contractual party will be charged based on the standard price table for the freight amount due according to delivery terms.

## 7. Liability

Kuehne+Nagel's liability shall be governed by the applicable standard terms and conditions as stipulated in Clause 5.

The amount in Article 8.3.3 of the FIATA Rules shall be SDR 10,000.

Kuehne+Nagel shall not under any circumstances be liable arising out of or in connection with the contractual services for any indirect or consequential loss or damage or any loss of or damage to profit, revenue, savings, use, goodwill or business, in each case howsoever caused including without limitation by misrepresentation, negligence, other tort, breach of contract or breach of statutory duty.

If and to the extent, that any international conventions are mandatorily applicable (e.g. CMR), such convention shall prevail.

## 8. Force Majeure

Neither Party shall be liable for any failure to perform solely caused by a Force Majeure Event and in the event that either Party is prevented from performing or is unable to perform any of its contractual obligations due to a Force Majeure Event, its performance shall be excused, and the time for performance shall be extended for the period of delay or inability to perform due to such Force

Majeure Event. A "Force Majeure Event" shall mean an Act of God, breakdown or failure of plant or equipment including transportation or storage facilities, strikes, lockouts, labor disputes of any kind, riot, war, embargo, fire, flood, severe weather conditions, pandemics, compliance with any order or request of any national, regional or local authority, port authority or other public authority, or any other cause or event unforeseeable and beyond the reasonable control of a Party.

## **9. Trade Control**

The Customer warrants and guarantees that (i) the Customer is fully allowed to conduct business transactions/shipments, (ii) the description of the goods is true and accurate and the shipment fully complies the sanction regulations, including but not limited to UN Resolutions, US and EU Regulations as well as relevant national legislation, (iii) the goods are not of US origin (unless authorized by US licenses), (iv) the Customer shall maintain a process that ensures compliance with these requirements and keep records of same available on Kuehne + Nagel's first demand. In case of breach of the above warranties and guarantees, the Customer will hold harmless and indemnify Kuehne+Nagel without any limitation against any damages which may occur to Kuehne+Nagel.

## **10. Applicable Law and Jurisdiction**

The contract between the Customer and Kuehne+Nagel shall be governed by and construed in accordance with the law of the country in which the contracting Kuehne+Nagel entity is registered (without regard to the conflict of law principles thereof). Any dispute shall be submitted to the exclusive jurisdiction of the courts of the capital city of the country in which the contracting Kuehne+Nagel legal entity is registered.

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