



**General terms and conditions**  
for Container Terminal Dortmund GmbH

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## 1. Area of application

- 1.1 CTD performs the services listed under paragraph 2 only on the basis of these terms and conditions. This also applies to all future business relationships and also therefore if the business relationships have not been expressly agreed again. With the use of services from CTD, these general terms and conditions also apply to the company which actually makes use of these services.
- 1.2 The customer's general terms and conditions only apply if this is expressly confirmed in writing by CTD.
- 1.3 These general terms and conditions do not apply to contracts with consumers. A consumer is any natural person who concludes a legal transaction for a purpose which can neither be attributed to their commercial nor their independent professional activity.
- 1.4 Shipping services for which only the Allgemeine Deutsche Spediteurbedingungen (ADSp) [German Freight Forwarders' Standard Terms and Conditions]

apply in their respective applicable version, are excluded from these general terms and conditions.

## 2. Scope of service

- 2.1 CTD performs the following services:
  - Transshipment of unit loads of combined transport
  - Depositing and interim depositing of unit loads
  - Storage of unit loads
- 2.2 Within the scope of these general terms and conditions, CTD offers complementary services which in each case require separate agreements like
  - rental, sale and repair of containers
  - packaging jobs
  - loading and unloading.

### 3. Placing/accepting orders

Orders to CTD are to be made in text form (§ 126b BGB [German Civil Code]). They must include all information required for the proper execution of the order.

### 4. Transshipment

4.1 Transshipment is the transshipping from one means of transport to another or from one transport carrier to another.

4.2 A transshipment begins as soon as the cargo gear of the transshipment equipment is lowered to the unit load.

4.3 A transshipment ends as soon as the cargo gear of the transshipment equipment is disconnected, neutralised and free from the unit load.

4.4 The temporary transport-related interim deposit of unit loads in the course of transportation does not constitute storage.

### 5. Storage

Storage is retention for later use as well as for handing over to others, provided that this is not in connection with the transshipment or shipping activity.

### 6. Dangerous goods

6.1 Dangerous goods shall be set aside in the area for dangerous substances provided by CTD.

6.2 Unit loads which are loaded with permitted dangerous goods must conform to the norms determined for transportation on rails and roads through legal or official regulations.

6.3 The customer is responsible for ensuring that CTD has available the required instructions (in particular safety data sheets) before transport-related depositing. If this is not the case, CTD shall not accept the unit loads with dangerous materials.

### 7. Condition of the unit loads

7.1 The unit loads must conform to the respective applicable statutory regulations and technical provisions.

7.2 The customer is liable for all damages which occur to CTD or third parties because of the improper condition of the unit loads or loading. If the customer defaults on its obligations, even if it is not at fault, it is liable for any damages which arise from that.

7.3 CTD is authorised to inspect unit loads for obvious defects and damages upon handing over, while these are on the delivery vehicle and on the ground. CTD is not obligated to check the goods, their packaging, stowage and fastening as well as instructions made by the customer or documents handed over for this purpose.

## 8. Liability

### 8.1 CTD is liable

- for storage under §§ 467 et. seq. HGB [German Commercial Code]
- for transshipment services under §§ 407 et. seq. HGB [German Commercial Code].

8.2 Liability for damages caused by loss or damage is limited to 8.33 SDR/kg of the gross weight of the shipment. This also applies to damages which occur during storage.

8.3 **In each case of damage in which only one claimant makes claims, regardless of the legal foundation upon which this claim is raised, liability is limited to a value of 1 million € or 2 SDR for each kilogram, whichever is higher. If several claimants raise claims from one event causing damage (regardless of the legal foundation upon which this happens), liability is limited to 2 mil-**

**lion € per event causing damage or 2 SDR for each kg of the lost or damaged goods, whichever is higher. If there are several injured parties, CTD is liable pro rata in relation to the claims of the injured parties.**

## 9. Exclusion of liability

CTD is not liable for loss, damage or other damages which occur outside the area of the premises secured by a fence.

### 10. Payment, delay in payment, offsetting

10.1 The basis for the calculation of remuneration is the respective applicable price list. Remuneration is to be paid in Euros and shall be charged plus statutory VAT at its respective applicable rate.

10.2 Payments are to be made to an account to be designated by CTD at the cost of the contracting body and shall be payable upon receipt of the invoice.

10.3 Different payment procedures require a separate agreement.

10.4 If payment is delayed, the customer is to pay interest for delay amounting to 5 percentage points over the basic rate applicable at the time the default occurs. Furthermore, 10.00 € shall be charged for each further written notice

as a simplified administration fee.

**10.5** Offsetting or retention against the claims of CTD is excluded unless the counterclaim is undisputed or recognised by declaratory judgement.

**10.6** CTD has a lien and right of retention on the goods or other values in its power of disposal on the basis of all claims which it is entitled to against the customer from the services to be carried out. The lien and right of retention do not go beyond the statutory lien and right of retention.

## **11. Prescription**

**11.1** Claims against CTD prescribe in one year. In the case of intent or fault equal to intent under § 435 HGB [German Commercial Code], the prescription period amounts to three years.

**11.2** The prescription period begins with the expiry of the day on which the unit load left the transshipment terminal.

## **12. Jurisdiction / Language**

**12.1** The place of CTD's registered office has sole jurisdiction for all disputes arising from the contractual relationship (incl. counterclaims, litigation on checks and bills of exchange), unless

CTD chooses the customer's jurisdiction.

**12.2** The authoritative law of the Federal Republic of Germany applies to the legal relationships of domestic parties.

**12.3** Only the German version of the general terms and conditions is binding. The English translation in this connection only provides for better understanding. In the case of differences between the German version and the English translation, the German version has priority.

## **13. Severability Clause**

If individual clauses of these terms and conditions are or become void or ineffective, the effectiveness of the remaining provisions and clauses will not be affected by this.