

Extract from the ADSp 2017

The following text is a translation of the German version of the ADSp 2017. In case of doubts, the German version of the ADSp 2017 shall prevail.

The German Freight Forwarders' Standard Terms and Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017) are recommended for use as of January 1, 2017 by the Federation of German Industries (BDI), the Federation of German Wholesale, Foreign Trade and Services (BGA), the Federal Association of Road Haulage, Logistics and Disposal (BGL), the Federal Association of Furniture Forwarders and Logistics (AMÖ), the Federal Association of Transport and Logistics in Industry and Trade (BWVL), the Association of German Chambers of Commerce and Industry (DIHK), the German Association for Freight Forwarding and Logistics (DSL) and the Confederation of German Retail (HDE). This advice is non-binding and the contract parties are free to make agreements that deviate from the contents of this recommendation.

5. Contact person, electronic communication and documents

- 5.1 Upon request of a contracting party, each side will nominate one or more contact persons to receive information, explanations and enquiries regarding the fulfilment of the contract and exchange names and addresses. This information needs to be updated in case of changes. If either contracting party fails to provide details for a contact person, then the relevant signatory to the contract shall be the designated contact person.

Information obligations, which exceed the obligation in statutory provisions, for example measures of the Freight Forwarder in case of disruptions, in particular, an imminent delay during takeover or Delivery, obstacles to carriage and Delivery, damages to the goods or other disruptions (emergency concept) need to be agreed separately.

- 5.2 In the absence of an expressly agreement, contractual statements by warehousing or transport personnel require approval from the respective party to be considered valid.
- 5.3 The Principal takes care of the required declarations to be supplied by the Principal's Shipper or Consignee during the fulfilment of the Freight Forwarding Contract at the Place of Loading and Place of Delivery, and of real actions, such as Delivery and receipt of the goods.
- 5.4 If agreed between the Principal and the Freight Forwarder, the parties will transmit and receive the shipping details, including the creation of the invoice, by electronic means (electronic data interchange/ remote transmission). The transmitting party carries the responsibility for the loss, completeness and validity of any sent data.
- 5.5 In case of an agreement according to clause 5.4 ADSp, the parties ensure that their IT system is ready for operation and that data can be processed appropriately, including the usual safety and control measures, to protect the electronic data exchange and prevent unauthorized access, modification, loss or destruction by third parties. All parties are obliged to give timely notification of any changes to their IT systems that could affect the electronic data interchange.
- 5.6 Electronic or digital documents, in particular proof of deliveries, shall be considered equal to written documents. Furthermore, each party is entitled to archive written documentation in exclusively electronic or digital format and to eliminate originals, the latter always in consideration of the legal regulations regarding the same.