

# IMPORT CONDITIONS SEA FREIGHT

Date: March 2024 | Version: 002en

## I. Preamble

The extended purchasing conditions of Franz Mensch GmbH consist of:

- o the general purchasing conditions (in the currently valid version)
- o the general terms of delivery (in the currently valid version)
- o the import conditions for sea freight (in the currently valid version)
- o the Code of Conduct for suppliers and service providers (in the currently valid version)  
*hereinafter referred to as "purchasing conditions".*

The purchasing conditions can be viewed publicly at the following link: [www.franz-mensch.de/procurement](http://www.franz-mensch.de/procurement)

The purchasing conditions apply between

- o Franz Mensch GmbH or an affiliated company  
*hereinafter referred to as "Buyer".*
- o and their business partners, which could be
  - o Seller of products or
  - o the provider of services of any kind*hereinafter referred to as business partner*  
*The buyer and the business partner are hereinafter collectively referred to as the "parties".*

These purchasing conditions apply to all (including future) business relationships between the buyer and the business partner and are binding for all parties

## II. Price list and validity

- 2.1. Price and general conditions apply to all sea freight contracts concluded with Franz Mensch GmbH. The freight contracts are concluded by taking over the sea freight shipments.
- 2.2. The prices offered are complete prices and do not include VAT.
- 2.3. Prices or other invoiced amounts not stated in the agreed invoice currency will be converted based on the exchange rate published at the time of invoicing.
- 2.4. All costs that are not in euros will be billed at the current exchange rate, without any discount.

## III. Operative Daten

- 3.1. The destination port for containers with reference to the Hamburg external warehouse (TCO) is Hamburg. For Buchloe, the service provider has the choice between the equally performing ports of Bremerhaven and Hamburg. In addition, in individual cases by arrangement.
- 3.2. Sea freight bookings are generally made via the logistics platform [logistic.cloud](https://logistic.cloud). Before the first collaboration, the service provider must implement an automated interface or communication via email with the platform service provider Lobster Logistics Cloud GmbH.
- 3.3. Individual manual sea freight bookings are made by email and must be reconfirmed no later than three days after receipt. In addition, the booking confirmation will also be sent to the respective buyer during this period.
- 3.4. Delivery notifications and bookings at our location in Buchloe are made and controlled by the service provider via Cargoclix in accordance with the SOP.
- 3.5. The service provider books the containers for Buchloe into fixed time slots, taking into account and making optimal use of Freedays at the port and terminal. As soon as demurrage fees would be incurred or no slots are available, the service provider will obtain approval for additional slots or, in justified exceptions, demurrage fees from FRANZ MENSCH in advance.
- 3.6. As standard, containers are delivered using a shuttle concept via the Munich container terminal. The forwarding company Berndorfer Transporte, Rosenheimer Straße 44, D-83101 Rohrdorf is desired for the last mile. The service provider can choose another partner at any time after consultation in order to avoid possible additional costs.
- 3.7. All granted Freedays (port, terminal, etc.) regarding demurrage including storage and detention must be operationally resilient and functional and must be managed proactively by the service provider to maximize additional cost avoidance.
  - 3.7.1. Port Freedays (Demurrage incl. Storage): 6 days incl. ATA (counting from the day of deletion)
  - 3.7.2. Detention (from acceptance at the port to return to the terminal/depot): 10 days (counted from acceptance at the port of Hamburg)
  - 3.7.3. Freedays Terminal Munich: 5 days including arrival day
  - 3.7.4. Extra crane: €58/container
  - 3.7.5. Free unloading time (all delivery locations): 2.5h (20ft) / 3.5h (40ft, 40ftHC)
  - 3.7.6. Demurrage fees per day: according to expenses
  - 3.7.7. Detention per day: according to display
  - 3.7.8. Due to a lack of timely supply of containers, e.g. B. due to public holidays and bridge days and the emergence of possible detention costs, in mutual agreement on the cost/benefit factor, second visit on an ad hoc basis.
- 3.8. In the case of direct deliveries, waiting times are avoided or minimized through targeted coordination between FRANZ MENSCH and the service provider.
- 3.9. Tax notices and receipts will be sent to FRANZ MENSCH along with the invoice without being asked.
- 3.10. If ETD/ETA is postponed or CRD information differs, a report must be made immediately to the responsible purchaser, FRANZ MENSCH.

## IV. Surcharges

- 4.1. Surcharges such as B. BAF (Bunker Adjustment Factor), LSS (Low Sulfur Surcharge), IMO2020/Maropol, etc. must be included in the offered prices and are therefore not billed separately.
- 4.2. Any external costs incurred, e.g. B. Storage fees, demurrage, detention, multi-stop, waiting times and other costs over which the freight forwarder has no influence will be charged in accordance with the rate sheet offered after prior cost advice and written confirmation from FRANZ MENSCH. Reimbursable third-party costs can only be incurred due to force majeure and/or customs duties.

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- 4.3. Here it is important to avoid any additional costs to the prices offered. If additional costs cannot be avoided, these must be proven and justified. The burden of proof lies with the freight forwarder.
- 4.4. A simple note such as: B. "Rail seat canceled, next departure", "storm-related delay" or "customs clearance is still missing" are not sufficient. In these cases, corresponding bookings, justified cancellations, applications, etc. must be submitted.
- 4.5. Fees such as drop off etc. must be notified in advance, but the offer here is such that such fees cannot arise.
- 4.6. The external costs must be notified promptly and in advance by the freight forwarder so that any necessary measures can be taken to keep the additional costs to a minimum.
- 4.7. All approved costs must be shown separately on a monthly basis with a clear allocation based on the FRANZ MENSCH booking number and reason
- 4.8. To ensure smooth processing, a packing list, commercial invoice and 1/3 endorsed original bill of lading, as well as customs clearance instructions are provided before the sea-going vessel arrives at the receiving port.

## V. Transit time regulations

- 5.1. The port-port transit times are based on current schedules of the designated shipping companies and are subject to possible changes. These changes must be announced and explained in advance. If the delivery time is delayed by more than five days port-port, FRANZ MENSCH is entitled to charge a delay fee of €50 per calendar day.
- 5.2. In the event of force majeure, the term regulation does not apply. In these cases, the service provider must provide proof of the existence of force majeure.

## VI. Penalties

- 6.1. Penalties for late delivery of announced delivery dates.
  - Delay of more than 30 minutes: €50.00
  - Delay of more than 60 minutes: €100.00
  - Delay up to 120 minutes: €200.00
  - if not presented despite the presentation window: €300.00
  - for containers placed incorrectly: €150.00
- 6.2. Cancellation/changes to containers that have already been notified are free of charge at least 48 hours before the delivery date, after which the penalties apply.
- 6.3. In the event of force majeure, the penalties do not apply. In these cases, the service provider must provide proof of the existence of force majeure.

*\*) Definition of force majeure is an external, unforeseeable event that cannot be prevented or not prevented in a timely manner even by applying reasonable care and technically and economically reasonable means. This includes, in particular, natural disasters, terrorist attacks, power outages, failure of telecommunications connections, strikes and lockouts, to the extent that the lockout is lawful, or legal provisions or measures taken by the government, courts or authorities. Even in the event of a traffic jam/route closure with proof, e.g. B. Photo from Google Maps with date and time.*

## VII. Terms and Conditions/Requirements

- 7.1. The agreement is based on the General German Freight Forwarder Conditions valid at the time of the agreement.

## VIII. Conditions

- 8.1. The offered spot price conditions apply.
- 8.2. Should a provision of these general purchasing conditions be or become invalid, the effectiveness of the remaining provisions remains unaffected. The invalid condition will be replaced by agreements that come closest to the economic objective of these conditions, taking legality into account, unless there is a corresponding regulation in dispositive law.
- 8.3. Changes to these general purchasing conditions must be made in writing.