

General Terms and Conditions of L3-Logistics GmbH

These General Terms and Conditions (GTC) for the use of the offered services of L3-logistics GmbH (forwarder), regulate the mutual rights and obligations between

L3-Logistics GmbH, FN 418164 y
Grieskai 94/4/4,
8020 Graz (there contractual partners)

(here in after referred to as L3). The contractual partner acknowledges that L3 is only prepared to conclude a contractual relationship by applying these GTC.

1. General:

1.1. L3 exclusively works under the current version of the "General Austrian Forwarder's Terms and Conditions" (AÖSp) as published in the "Wiener Zeitung" and which shall apply unless there is a per se conflict with any statutory provisions or international conventions (e.g. CMR, Montreal Convention, Warsaw Convention, Bratislava Convention, CIM, SMGS, Hague Rules, Hague Visby Rules, etc.) as well as under those GTL.

1.2. Even in cases of gross negligence or wilful intent, Section 51b) of the AÖSp may not be construed as agreement of an aggregate limit of liability above the limit provided in the applicable international convention; therefore, section 51b) of the AÖSp in particular does not constitute an agreement to a higher aggregate limit of liability pursuant to article 25 of the Montreal Convention. It is further agreed that Section 51b) of the AÖSp does not cause a shift of the burden of proof within the meaning of Section 1298, sentence two of the Austrian General Civil Code.

1.3. Any general terms and conditions used by the contractual partner will not be accepted and shall therefore not be deemed to have been agreed upon, even though the extent such do not contradict the general terms and conditions of L3.

1.4. Verbal collateral agreements are ineffective.

1.5. L3s contractual obligations can only be fulfilled with strict compliance with national and international legal regulations and/or mandatory regulations (in particular compliance with European and American embargo measures).

1.6. In the event of doubt or obvious contradictions between the aforementioned provisions, the statutory provisions and/or the binding requirements shall prevail.
L3 refuses to review or

check the provisions of the treaties on compliance with any of the international laws and legislations.

2. Liability:

2.1. The liability of L3 towards the customer is limited to the liability of the partner company chosen as a prudent partner.

2.2. The limits of liability according to the applicable transport regulations (such as but not limited to CIM, CMR, Hague Rules, etc.) apply regardless of the value of the goods or insurance stated in the accompanying documents (always according to declaration of receivers/shippers information and specification), including those issued by L3.

2.3. These limitations of liability may only be exceeded by a written agreement between the customer and L3, which should be reached before the goods were handed over for any shipment.

3. Damage:

3.1. In case of a claim, the customer must present proof of liability for damage. Furthermore, the obligation on the part of L3 to carry out this security check does not imply.

3.2. Of course, the goods transmitted for shipment can at any time be checked by L3 manually and the packaging can be opened for review whenever necessary based on the existing order or if requested to be opened for Scan or X-Ray by the local customs or local authorities.

4. Transport insurance:

4.1. L3 is entitled to use shipping lines who issue shipping documents, in particular bills of lading, air waybills etc. as per their choice; in this case L3 always acts on behalf of and at the risk of the customer or sender, which is why L3 strongly recommends that their customers always take out separate transport insurance for each order.

4.2. In case the client doesn't instruct L3 to issue a separate and adequate transport insurance then AÖSp and according liabilities to apply.

4.3. L3 can issue a separate transport insurance, against their customers written request.

4.4. It is up to the customers to inform L3 if full or partial cover for a transport insurance is requested.

4.5. Possible insurance coverage must not be provided for if sanctions of the United Nations and/or the European Union and/or other relevant national economic or legal provisions are an obstacle to shipment. L3 reserves the right to reject any shipment to countries, which are under embargo or mentioned on the OFAC list.

5. Special goods:

5.1. The Customer in respect of their goods will inform L3 timely in writing about any of such limitations, responsibilities and prohibitions.

5.2. Each hazardous order will be proofed and finally confirmed by L3 if acceptable or not subject to approval and acceptance of the used vendor.

5.3. In view of transport of dangerous goods pursuant to ADR/RID/IMCO/DGR the customer is obliged to provide fully issued and signed Dangerous Goods Certificate according to the mode of transport used.

5.4. The packaging and labelling of standard as well as dangerous goods must comply with the legislation and international conventions on the transport, handling and storage of dangerous goods and be accompanied by the necessary set of documents issued by our customer only.

5.5. Precious metals (unassembled, manufactured or processed in any other way), jewellery, gems, banknotes, securities of any type, pharmaceuticals with temperature control as well as standard products with temperature control, weapons and ammunition, livestock, as well as substances whose storage is subject to special legal provisions will not be accepted for transport at all.

6. Duties of the customer:

6.1. It is customers responsibility to provide correct H.S. Code and Cargo Information. Any changes of Cargo Information are subject to adjustment of the offer provided by L3.

6.2. All offers of L3 are valid subject to reconfirmations by them.

7. Payment modalities

7.1. Payment of each separate order of any customer is due prior to loading except of separate agreed payment terms.

7.2. Moreover, L3 reserves the right to change sea freight rates at any time without prior notice. SVS/RVS - amendment to Sections 39 to 42 of the General Austrian Forwarders' Terms and Conditions [AÖSp]:

In case of higher coverage is required, we ask you to send us the corresponding written order on the increase of the insurance sum in advance before the delivery of the goods to the shipment.

7.3. In case of the provision of a truck, bulk vessel or a container transport, demurrage, detention and port storage to apply be as per outlay of the carrying partner used in specific for each order placed from L3-Logistics GmbH and will be invoiced on account of our customer.

7.4. Customs Formalities and procedures are subject to verifications by Customs Authorities without prior notice. All expenses resulting out of verification are for the customer account.

8. Formal requirements:

8.1. Amendments and supplements to these GTC or other parts of the contract, collateral agreements, etc. must be made in writing; oral collateral agreements do not exist.

8.2. All offers and informations of L3 must be treated and fully kept confidential and may not be disclosed to a third party.

9. Place of Jurisdiction, Applicable Law:

9.1. For all disputes between the parties in connection with this agreement, including disputes about the effective existence of this agreement, as well as disputes relating to individual agreements concluded in execution of this agreement, the jurisdiction is agreed to be attributed to the court competent in the subject matter of the dispute for Vienna.

9.2. Austrian law shall apply with the exclusion of the conflict of laws rules.

10. Severability clause:

The possible invalidity of individual provisions shall not affect the validity of the remaining general terms and conditions. The invalid provision shall be replaced by a valid provision that comes closest to the invalid provision in terms of its economic purpose.