



Special Terms and Conditions

Services performed as freight forwarder in Germany and Europe

We are authorized to enter into contracts with carriers and other involved parties in the execution of the transport subject to the latter's usual terms and conditions. We do not act as carriers but as forwarders in accordance with the German Freight Forwarders' General Terms and Conditions (Allgemeine Deutsche Spediteurbedingungen – ADSp), latest version.

We are responsible for the delivery of the goods to the consignee. In consequence we are only responsible for the careful selection of third parties, subject to the conditions of Clause 3 hereunder. We are not responsible for acts or omissions of carriers involved in the execution of the contract or of other third parties. On request we will subrogate our claims against carriers and other parties.

Insurance of the goods will only be effected upon express instructions in writing.

We are entitled to deviate from the envisaged route and / or method of transport and charge disbursements for the account of the goods in case of unforeseen, unforeseeable, inevitable events or force majeure.

Our liability is limited according to Clause 23 ADSp in case of loss or damage of the goods whilst in our care to 8,33 Special Drawing Rights of the IMF (SDR)/kg; in case of multimodal transports including sea transport our liability in case of loss or damage of the goods is limited to 2 SDR / kg. Furthermore, our maximum liability is limited to EUR 1,25 million per damage and EUR 2,5 million per event.

German Law shall apply as far as no other mandatory rules, e. g. CMR etc., apply.

Services performed as carrier under FIATA B/L

Seafreight or multimodal transports covered under MLE's FIATA B/L are subject to the stipulated conditions. Furthermore the parties agree, that

- (1) Clause 27 ADSp does neither extend our liability nor our responsibility for acts or omissions of agents, servants, employees or crewmembers beyond legal regulations as Art. 507 HGB, Art. 25 MC, Art. 36 CIM, Art. 20, 21 CMNI for the benefit of the principal,
- (2) In case we are acting as sea carrier we are only liable for fault of our own part in case of risks provided in Art. 512 Paragraph 2 no. 1 HGB such as default in navigation of the ship or fire on board,
- (3) In case we are acting as carrier as defined in CMNI we are relieved of liability in compliance with the requirements provided in Art. 25 paragraph 2 CMNI such as default in navigation of the ship, fire on board or defects of vessels. We shall not be liable for damages or claims caused by an inevitable event nor in case of force majeure.

Services performed as carrier under MLA, MLC or Sojitz Logistics B/L or other companies with whom we have an agency agreement

In case of seafreight / multi transports, we solely act as agents of the named carrier for all services performed as stipulated in the B/L.

Offers

Our offer is without obligation and based on today's rates, tariffs and schedules. It is subject to change without further notice until the final booking is placed.

There will be no automatic updates if there is no commercial practice for this quotation. The choice of carrier is reserved to us. Invoicing will be rendered in EURO. The exchange rate for US-Dollar to EURO will be the vessel's exchange rate. According to ADSp our invoices are to be paid at sight.

Free waiting time depends on the mode of transport and volume. Range is from 1/2 to 2 hours. Unexpected waiting hours will be charged as per expense. Same applies to charges for customs inspections and other unexpected costs that may occur.

The Merchant is obliged upon placing the order to explicitly draw our attention to the value of the cargo if such value exceeds the maximum liability as quoted below as well as to IMDG information where applicable in order to enable us to arrange for appropriate safety measures during transportation.

General Information / General Terms and Conditions.

Our services are governed exclusively by the Allgemeine Deutsche Spediteurbedingungen 2017 (ADSp 2017) (German Freight Forwarders' General Terms and Conditions 2017). ATTENTION : The ADSp 2017 deviate from the statutory limit of liability contained in Section 431 of the German Commercial Code (HGB) by reducing the limit of liability in case of multimodal transport containing a leg over sea and in case of an unknown place of damage to 2 Special Drawing rights (SDR)/Kg. Additionally the statutory limit of liability of 8,33 Special Drawing Right per kilogram (SDR/kg) is further reduced to EUR 1,25 Million per claim or to EUR 2,5 Million per event respectively to 2 SDR/kg whatever may be higher. Furthermore we ask you to recognize our additional, special conditions. These, you can view under www.mitsubishi-logistics.de. Our liability insurance is covered via Marsh Rotterdam, The Netherlands. Court of jurisdiction is exclusively Düsseldorf, as far as legally permitted, otherwise is Düsseldorf an additional jurisdiction. Registration No.: Düsseldorf HRB 40579, VAT-ID No. DE 214340468 Head Office: Rotterdam, The Netherlands, Registration No.: HR 24251379 in Rotterdam. Managing Directors: Satoshi Matsumura; Akio Miura. The protection of your personal data is important for us. Information about the processing of your data can be taken too from www.mitsubishi-logistics.de.