

Terms and Conditions of Timotrans International GmbH & Co.KG (T&Cs)

1. All supplies and services from a contractual relationship between the Timotrans International GmbH & Co.KG - hereinafter Timotrans - and the customer are only provided in accordance with the following conditions. Any amendment and change must be made in written form.
2. We work solely on the basis of the General German Freight Forwarding Terms and Conditions 2017 - ADSp 2017-. Please note: The ADSp 2017 differs from the law in clause 23 in regards to the liability limit for damage to goods (Section 431 German Commercial Code, HGB) by limiting liability for multimodal transport including carriage by sea and in the event that the damage location is unknown to 2 SDR/kg and, in addition, limiting regular liability of 8.33 SDR/kg to 1.25 million Euro per damage case as well as 2.5 million Euro per damage event, but at least 2 SDR/kg. The ADSp is also available under https://www.timotrans.de/STATIC/binary/900500/pdf/de/adsp_2017.pdf T&C for viewing and as a printable document.
3. As demurrage free time available at the loading or unloading place, we accept 2 hours. Each additional hour will be billed with € 50.
4. Appointments of Timotrans are generally non-binding guidelines. In particular, no liability is accepted for any delay that cannot be influenced by Timotrans, especially due to customs clearance on import and export, client side to given permits or forward freight.
5. The order will only be covered by Timotrans for the client with a transport insurance if this has been expressly instructed or if covering has already been applied by the client in the previous contracts.
6. Offer prices are exclusive of shipping insurance, the replacement purchase may Timotrans convey.
7. Insofar as the exchange of loading aids is agreed, the Cologne Pallet Exchange Rules apply, which we would be pleased to provide you with, as required. Alternatively, they are also available for viewing (in German) and in printable form at <http://www.bgl-ev.de/images/downloads/service/palettentausch.pdf>.
8. For form's sake, we object to all shipping deductions and offsets, in particular for status notifications or late submission of receipts.
9. German law shall be applicable. Place of performance and jurisdiction is Wuppertal, unless the customer is a consumer or has no general jurisdiction in Germany.