

## Additional services

*Provided no other written agreements have been put in place.*

**Valid from: 01/07/2018**

### 1. Pricing

1.1 according to the Freight Forwarding Agreement

1.2 Chargeable weight

The gross weight shall apply (goods including containers and packaging). If the chargeable weight exceeds the gross weight, the chargeable weight shall apply.

The chargeable weight shall be calculated as follows:

above 2.0 loading metres, i.e. 5 pallets (1.20 x 0.80 m) calculations will be based on loading metres.

Single-use pallets with dimensions under 0.90 x 0.60 m must be specified as **HP!**

Single-use pallets larger than 0.90 x 0.60 m will be calculated based on volume and dimensions greater than 1.20 x 0.80 m. Those which exceed the dimensions of a Euro pallet will be calculated using the minimum Euro pallet weight!

Single-use containers or customer containers measuring 1.20 x 0.80 m will be treated as pallet cages.

### 2. Packaging

2.1 Object of the exchange

a. Full FPs that meet a minimum of EPAL goods class C (undamaged) labelled as EPAL/EPAL and UIC/EUR

b. Full GPs that meet a minimum of EPAL goods class B (undamaged) labelled as EPAL/EPAL and UIC/EUR

The cargo must be transferred appropriately to Bächle upon order placement with a consignment reference. Initial stocking is not covered under this agreement and must be paid for separately. Bächle is not obliged to check the quality of the cargo upon handover.

Bächle is not liable for any damages to cargo since this involves reusable packaging as part of an exchange pool system and damage is only visible upon unpacking the cargo.

General returns of empty containers with separate quality standards (bright, new pallets) are calculated at €2.50 plus transport costs.

2.2 Exchange

a. By the recipient pursuant to acknowledgement of receipt

b. Exchanges are only possible in the following recipient countries:

- FPs: in DE, AT, BE, FR, NL and LUX

- GPs: DE, AT, NL and LUX

2.3 No exchange

a. Recipient refuses the exchange pursuant to acknowledgement of receipt.

For separate collections of non-exchanged goods, the transport costs shall amount to 10 euros per allocated space.

b. No exchange due to damage of FPs and GPs pursuant to delivery note which authorises return to sender.

c. Bächle is not liable for incorrect cargo information

d. Additional costs in connection with a non-exchange will be passed on by Bächle.

No exchange typically means that Bächle pallet account will not be charged with cargo.

2.4 Exceptions to exchanges

a. Trade fair deliveries

b. Port deliveries

c. Airport deliveries

d. Construction sites

e. Shortfalls

f. Exports for ongoing transport (excluding exchange countries)

g. Customer/single-use pallets

h. Processing arrangements (extended workbench)

The recipient's delivery note upon receipt of goods on or in the shipment is decisive. The abovementioned exceptions will be charged back to the sender.

- 2.5. Return of empty containers Customer returns of empty container
- Minimum requirement of 4 working days prior to need on customer side.
  - The delivery time envisaged by Bächle must allow for acknowledgement of receipt at the customer site.
  - Return of empty containers shall be made to the original shipping location. Delivery to any other location will be charged separately.
  - Deliveries based on customer-specified deadlines are subject to additional transport costs. Prices available upon request.

Freight forwarder return of empty containers

Pursuant to the freight assignment, a period of 14 days is granted for the return of goods. After this time, this will be invoiced by Bächle and returns are no longer possible.

- FP = EUR 13.00 / FP
- GP = EUR 90 / GP

(Based on market price + admin fee)

2.6 Exchange fees

Euro pallet: €1.50

Gibo: €5.00

2.7 Use of FPs as loading devices (not consignment-related)

- The use of FPs as loading devices is not permitted.
- The documentation of loading devices shall involve separate pallet slips.

2.8 Account management

- The account holder is Bächle.
- The business partner shall transfer the balance to Bächle by the end of the following month.
- Response from the account auditor (Bächle) shall be provided by the deadline on the account statement.
- Recipient-related additional account management is subject to extra costs.
- If no balance or arrears are transferred to Bächle within three months, the business partner shall forfeit this credit.

**3. Fuel surcharge**

Aral typically publishes the average diesel price for the previous month on the 5th of the month. This forms the basis for calculating the surcharge for the current month. Data source: [www.aral.de](http://www.aral.de)

**4. Hazardous goods (ADR consignment)**

The following surcharges apply:

Consignment weight	up to 300 kg	€11.90
	up to 1,000 kg	€17.80
	over 1,000 kg	€22.20

**5. Delivery deadline**

This concerns the date and/or time of delivery. This includes demands for special deliveries under the following conditions:

- It does not involve force majeure
  - o Excludes bad weather conditions
  - o Excludes traffic-related delays (queues)
  - o Excludes vehicle defect (not due to lack of maintenance)
- Availability of a special delivery vehicle
- Liability limited to maximum 3-fold freight in the event of the delivery deadline being exceeded. For example, this means
  - o Freight of your shipments €40
  - o Special delivery costs €220
  - o Bächle liability = €120 / Customer liability €100

These additional costs shall be at your expense.

Time constraints regarding deliveries or collections must be discussed with scheduling in advance and clearly marked on the freight documents (recorded).

**During shorter weeks (weeks involving a public holiday), on-time deliveries are only possible upon arrangement.**

Unless otherwise agreed, the following charges shall apply to on-time deliveries:

Delivery before 8:00 a.m.:	upon arrangement
Delivery before 10:00 a.m.:	€70
Delivery before 12:00 p.m.:	€50
Next day delivery:	€30
Collection of goods outside of our branch areas on the date of order placement:	€25
Delivery at a precise hour:	upon arrangement
Delivery on a precise day:	upon arrangement
Collection after 4:00 p.m.:	upon arrangement

## 6. Notification

Telephone notifications are charged at €7.50 per order where requested by the customer. Notifications for deliveries to private households and construction sites are automatic and chargeable. The duration for shipments to private households and construction sites shall be automatically extended by at least one day.

## 7. Cash on delivery (national)

The fee for cash on delivery shall be 1.5% of the COD amount and a minimum of €10 per order. The collection order is comprised of the following points:

- written authorisation by the customer
- clearly visible record on the delivery note
- written comment as to whether cash payment or cheque International collection orders are only possible upon arrangement.

## 8. Goods over 3 metres long or between 2.5 and 3 metres tall

For cargo shipments in which one or more packages exceed(s) a length of 2.40 metres (= long goods consignment), no delivery guarantee can be made.

Delivery will be made within 24 hours, up to a maximum of 72 hours.

We kindly ask you to inform sales (+49 (0) 7721 8453 600) prior to handover (min. 24 hours) of any long goods consignments.

Deadlines must be agreed with us prior to assignment in order to ensure compliance.

These goods will be subject to an additional charge in the amount of 5% of the agreed standard shipping amount.

## 9. Measurements

We charge €3 per package for measuring/weighing of a shipment. As a freight forwarder, we are obliged to check the consignment weight. Should we discover a discrepancy in weight, this will be charged at €3 plus the actual freight.

## 10. Transporting goods to floors, basements, etc.

A surcharge of €5 per 10 kg will be calculated for transporting goods to floors, basements etc. (min. €5 per shipment).

## 11. Hydraulic ramp delivery of part loads and shipments

Only available upon request. Pre-arranged freight does not apply here. The transport price must be requested separately. Unloading will be charged based on time taken at €100 per hour or at a minimum rate of €100.

## 12. Maintenance and downtime

Loading and unloading time is calculated in the freight costs for cargo shipments at a maximum of 30 minutes and for full lorries at a maximum of 60 minutes.

If this loading or unloading time is exceeded, an additional fee of €1.25 per minute will be charged.

## 13. Mountainous regions/island freight

Upon request

#### 14. Invoicing / Terms of payment

Invoices are sent via e-billing (email with the invoice attached as a PDF) For invoices in paper format, we charge €2.50 postage per invoice.

If a second invoice needs to be created in the event of incorrect or missing information, we will charge a processing fee in the amount of €20 per invoice.

Invoicing of our services is typically carried out on a daily basis. Value-added tax will be calculated separately.

Net payment within 10 days. Discount deductions are not permitted and will be rejected.

#### 15. Transport insurance

All shipments should be insured. If no waiver or specific goods value is provided, we will insure your goods up to a value of €5,000 as standard.

#### 16. Claims processing

Damages must be reported to [versicherung@baechle-spedition.de](mailto:versicherung@baechle-spedition.de) within the statutory period. A general settlement ban / offsetting ban applies to freight invoices.

#### 17. Customs formalities

- Creation of German or Swiss exports: €45 including 2 tariff headings.
- Creation of T1 / T2 documents up to a goods value of €50,000: includes 2 tariff headings.
- Standard customs clearance for individual items: €60 including 2 tariff headings, each additional heading €4.00.
- EUR1 creation: €50 upon provision of all necessary documents. Lead time of 4 working days before collection.
- Provision to Deißlingen customs office €70.

If the customs stay exceeds 20 minutes, an additional charge of €1.25 per minute will be calculated.

Additional customs documents upon request.

- Clarification of customs matters in the event of incomplete documents: €40 per half hour.
- In the event of non-readable MRN barcode on the ABD: €25 flat rate

##### 18.1 Customs audit

If your shipment is subjected to a customs audit, we will charge €1.25 per minute after 20 minutes for the downtime. Should additional costs or special deliveries arise, these will be passed on to you 1:1.

##### 18.2 Provisional duty assessment:

We charge a fee of €25 plus customs duty for converting provisional duty assessments.

##### 18.3 Customs formalities and VAT

Any fees related to customs formalities and VAT will be charged to your deferment account. If you do not have a deferment account, the costs can be settled via the deferment account of our customs clearance services provider. These fees may vary and shall be borne by the customer. Invoices are payable immediately.

#### 18. Weekend and public holiday services

On non-national holidays in Baden-Württemberg, we shall apply a surcharge of 25% on the arranged shipment for fixed deadlines in other federal states.

However, shipments may only take place if no ban on vehicles is in place. Saturday deliveries are subject to prior arrangement and a corresponding surcharge.

#### 19. Neutralisation / Labelling

The neutralisation of your shipments can take place upon request and with specification of information and labels.

This service is charged at €2.50 per package.

If we are required to create the labels for you, this service will be charged at €1.00 per label.

Subsequent labelling for shipments transferred to us without labels. This service is charged at €2.50 per package.

#### 20. Temporary storage

Shipments that require temporary storage for longer than 3 days at our warehouse due to a fixed deadline are charged at €1.50 per Euro pallet space/package or €5 per m<sup>2</sup> and day.

#### **21. Redirection / Collection changes / Non-necessary journeys**

For subsequent redirection or changes to collections, we apply a flat-rate processing fee in the amount of €25 plus any associated freight costs.

For non-necessary journeys with regard to collections/deliveries due to incorrect information or absence of the sender/recipient, we shall apply a processing fee in the amount of €25.

The second delivery/collection will be charged for separately.

#### **22. Use of transport assistants for cargo securing using coiled wire**

We charge for the use of transport assistants as follow:

Up to 250 km	€40	Up to 500 km	€50
Up to 800 km	€75	Up to 1,000 km	€100

#### **23. Use of online consignment tracking (remote data transmission)**

Online consignment tracking/remote data transmission is set up, managed and operated by Bächle free of charge.

A delivery note can be requested via the web portal in connection with online tracking/remote data transmission.

#### **24. Overseas deliveries / Customs documents**

For overseas deliveries, we typically require a copy of the complete customs documents by 2:30 p.m. on the day before collection from the customer or delivery to our depot. Please send these to [zp@baechle-spedition.de](mailto:zp@baechle-spedition.de). Shipments without customs documents cannot be collected or transported onwards. This will automatically lead to delayed lead times and additional costs due to temporary storage or loss of freight.

#### **25. Delivery based on original receipt / Original delivery note**

The delivery of a consignment requires our shipping order or scanner with electronic signature. For deliveries with original receipts / original delivery notes, we charge a fee of €5.

#### **26. Government levies**

The introduction, amendments and increases to levies/taxes/fees including their associated costs and additional expenses authorise us to adapt the existing freight agreement at the time this enters into effect.

#### **27. Basis of the transaction / Court of jurisdiction**

The basis of the transaction shall be ADSp 2016 and CMR in its most recent version. The court of jurisdiction is: 78052 Villingen, Germany.

Changes to these additional costs remain expressly reserved.