

## Additional information regarding LCL shipments

Especially for the handling of LCL shipments it is very important for us to receive exact weights including auxiliary means from the shipper.

A wrong indication of weight can cause the whole consol container not to be loaded onto the vessel.

In such case the container will have to be brought back to our warehouse, unpacked and every single LCL shipment will have to be weighted separately in order to find out which indication of weight was incorrect. Only after that the container can be re-packed and eventually shipped out.

In addition to the costs that this procedure would cause several carriers already announced high fees for wrong transmission of weight.

Also there could arise costs for detention and demurrage, as well as losses due to delay, if the vessel is being missed due to this delay. As the VGM (verified gross mass) will have to be transmitted before Documentation closing missing the vessel is likely.

All those costs would have to be forwarded to the shipper responsible for it.

Therefore please always pay high attention to a correct and verified indication of the VGM.

Should you have further questions, please feel free to contact Mr Fabian Marufke under the telephone number +49 (661) 8300 437. Our team will gladly advise you.

Fulda, April 2016

**Müller + Partner GmbH**  
International Logistics

- Managing Directors -

Wir arbeiten ausschließlich auf Grundlage der Allgemeinen Deutschen Spediteurbedingungen, jeweils neuester Fassung. Diese beschränken in Ziffer 23 ADSp die gesetzliche Haftung für Güterschäden nach § 431 HGB für Schäden im expeditionellen Gewahrsam auf 5,- Euro/kg, bei multimodalen Transporten unter Einschluss einer Seebeförderung auf 2 SZR/kg sowie ferner je Schadenfall bzw. -ereignis auf 1 Mio. bzw. 2 Mio. Euro oder 2 SZR/kg, je nachdem, welcher Betrag höher ist. Ergänzend wird vereinbart, dass (1) Ziffer 27 ADSp weder die Haftung des Spediteurs noch die Zurechnung des Verschuldens von Leuten und sonstigen Dritten abweichend von gesetzlichen Vorschriften wie § 507 HGB, Art. 25 MÜ, Art. 36 CIM Art. 20, 21 CMNI zu Gunsten des Auftraggebers erweitert, (2) der Spediteur als Verfrachter in den in § 512 Abs. 2 Nr. 1 HGB aufgeführten Fällen des nautischen Verschuldens oder Feuer an Bord nur für eigenes Verschulden haftet und (3) der Spediteur als Frachtführer im Sinne der CMNI unter den in Art. 25 Abs. 2 CMNI genannten Voraussetzungen nicht für nautische Verschulden, Feuer an Bord oder Mängel des Schiffes haftet.

We operate exclusively in accordance with the latest version of the Allgemeinen Deutschen Spediteurbedingungen – ADSp – (German Freight Forwarders' General Terms and Conditions). These limit in clause 23 ADSp the legal liability for damage to goods in case of damage to goods whilst in the care of a forwarder to € 5/kg, in accordance with Art. 431 of the German Commercial Code (HGB), in case of multimodal transports including sea transport to 2 SDR/kg. In addition the liability is limited to € 1 Million per damage respectively to € 2 Million per event or 2 SDR/kg whichever is the greater. The parties agree subsidiary, that (1) clause 27 ADSp does neither extend the liability nor the responsibility of the forwarder for 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) the freight forwarder as a sea carrier is only liable for fault of his 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 and the freight forwarder as a carrier defined in CMNI is 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 vessel. USt.- IdNr/VAT-Registration: DE 115311076 HR - Commercial Register: Amtsgericht Göttingen B 853 – Gerichtsstand Jurisdiction Fulda - GF/MD: Ralf Mihm, Andreas Rottmann, Ortwin H. Schmidt

