



ETS

transport & logistics gmbh

GENERAL TERMS AND CONDITION OF BUSINESS

The following terms and conditions cited below apply for all contracts, as intended for closing between ETS Transport & Logistics GmbH (hereinafter ETS) and its clients, for logistics services and for procurements of transports of all kinds and for all services in conjunction therewith.

1. The contract between ETS and the client shall come into effect if ETS issues an offer to the client for closing of a contract under reference to the foregoing, offered rates, and the client accepts said offer in writing. The offer shall lapse if the client does not accept it in writing with 14 days after the date on which the offer was prepared.
2. If the client has accepted the foregoing rates vis-à-vis ETS via a separate written statement and if the client or a contract partner of the client reports execution of a transport to a contract partner of ETS, who has been communicated by ETS to the client for this purpose, such action taken by the client shall apply as the client's offer for closing of a contract based upon the foregoing rates / terms and conditions of the offer. ETS shall accept the offer by means of having a booking confirmation submitted to the client.
3. Application of / relationship to other general terms of business and statutory regulations.
4. These terms and conditions or, respectively, the arrangements arising from these terms and conditions shall apply exclusively for an individual contract closed on the basis of this offer. Client's general terms of business shall not constitute contractual content also if they are not expressly opposed.
5. If (supplementary) logistics services, as defined by clause 1.1 of the Logistik-AGB (General Terms and Conditions of Logistics Services Providers) version 2019, constitute subject matter of the contract between ETS and the client, such services shall constitute the basis of the individual contract closed between ETS and the client, provided that no divergences arise from the contractual arrangements cited hereinafter. The complete wording of the Logistik-AGB (General Terms and Conditions of Logistics Services Providers) version 2019, may be found at the following web link (cite current link).
6. ETS shall perform work based exclusively on ADSp 2017 (German Freight Forwarders' Standard Terms and Conditions, version 2017) provided that mandatory statutory regulations do not take precedence or clause 2 does not take effect and insofar as no divergences arise from the contractual arrangements cited hereinafter. The complete wording of the German Freight Forwarders' Standard Terms and Conditions, version 2017 (ADSp 2017) may be found at the following web link (cite current link).
7. The German Freight Forwarders' Standard Terms and Conditions (ADSp) limit legal liability for damages to goods in instances of multimodal transports, including carriage of goods by sea and an unknown damage location, to 2 SDR (special drawing right) per kilo, pursuant to Section 431, HGB (German Commercial Code), and moreover to Euro 1.25 million or Euro 2.5 million respectively for each event of damage or loss.
8. A service shall be rendered exclusively subject to the conditions, reservations, limitations and special rights as stated on the bill of lading or that are referred to on the bill of lading if the contract contains an instance of carriage of goods by sea and if a bill of lading is issued by a marine freight forwarder whom ETS may freely designate.

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Wir arbeiten mit Wirkung ab dem 01.01.2017 auf Grundlage der Allgemeinen Deutschen Spediteurbedingungen (ADSp 2017). Die ADSp beschränken die gesetzliche Haftung für Güterschäden nach §431 HGB, bei multimodalen Transporten unter Einschluss einer Seebeförderung, bei unbekanntem Schadenort, auf 2 SZR/kg, sowie darüber hinaus je Schadenfall auf 1,25 Mio. €, sowie 2,50 Mio. € je Schadeneignis. Für alle logistischen Leistungen, die gem. den ADSp nicht Gegenstand eines Verkehrsvertrages sind, gelten die Logistik-AGB. Das komplette Bedingungswerk ist auf unserer Internetseite hinterlegt. As of January 1st 2017 we operate exclusively in accordance with the ADSp, version 2017 (German Forwarders' General Terms and Condition of Trading). These limit the legal liability for damage to goods in accordance with §431 of the HGB (German Commercial Code); in the case of multimodal transports, including sea transport and an unknown damage location to 2 SDR (special drawing rights) kos plus, further in this, per damage case to 1,25 Million € or 2,50 Million € respectively per damage event. For all logistic services which are as per ADSp not subject to a transport contract, we operate exclusively in accordance with the latest version of the Logistik-AGB.

ISO 9001

