

OUR GENERAL TERMS AND CONDITIONS

The operation regulations for the quayage in Hamburg (Quay Operation Regulations) and the Port Handling Regulations for the Port of Hamburg as amended from time to time shall apply to quay handling and ancillary work relating to quay handling.

According to the above Regulations, any compensation to be paid by us because of loss of or damage to goods shall be limited to two units of account for each kilogram of the gross weight of the goods.

The General German Forwarders' Terms (Allgemeine Deutsche Spediteur-Bedingungen, ADSp) as amended from time to time shall apply to freight forwarding/transport business activities and all activities that are not related to quay handling. In so far as provided for by ADSp, the forwarding insurance is covered.

Paragraph 23 of ADSp limits liability for any damage to goods

- to 5 EUR for each kilogram of the gross weight of the shipment (kg)
- to 2 SDR (special drawing rights) per kg in the case of multi-modal transports including ocean transport
- to a maximum of 1 million EUR or 2 SDR per kg (whichever amount is higher) in each case of damage

Liability is limited to 2 million EUR or 2 SDR per kg (whichever amount is higher) for each occurrence of damage, irrespective of the number of claims which are made as a result of the damage that has occurred.

We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017 – (German Freight Forwarders' General Terms and Conditions 2017). IN CLAUSE 23 THE ADSp 2017 DEVIATE FROM THE STATUTORY LIABILITY LIMITATION IN SECTION 431 GERMAN COMMERCIAL CODE (HGB) BY LIMITING THE LIABILITY FOR MULTIMODAL TRANSPORTATION WITH THE INVOLVEMENT OF SEA CARRIAGE AND AN UNKNOWN DAMAGE LOCATION TO 2 SDR/KG AND, FOR THE REST, THE CUSTOMARY LIABILITY LIMITATION OF 8,33 SDR/KG ADDITIONALLY TO € 1,25 MILLION PER DAMAGE CLAIM AND € 2,5 MILLION PER DAMAGE EVENT, BUT NOT LESS THAN 2 SDR/KG.

The aforementioned provisions shall form the contractual basis for the service used. If any service areas overlap, such provision as is most favourable to the client shall apply to the liability of UNIKAI Lagerei- und Speditionsgesellschaft mbH, Hamburg.