

General Terms and Conditions (GTC)

for ECL Euro-Cargo-Logistik Kontor GmbH
Dradenaustraße 18 · 21129 Hamburg, Germany
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This is a non-binding English translation for information purposes only. The German version is legally authoritative (see §1.3).

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§1 Scope and Contracting Parties

1.1 These General Terms and Conditions ("GTC") apply to all orders, services and other business relationships between ECL Euro-Cargo-Logistik Kontor GmbH, hereinafter "ECL", and its customers relating to transport, forwarding, customs, warehousing, handling, distribution, container depot and other services.

1.2 These GTC also apply to all future orders and contracts between ECL and the customer, without requiring renewed explicit reference to these GTC at the time of their conclusion.

1.3 These GTC may be offered in several language versions. The German version is legally authoritative; other translations serve for information purposes only.

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§2 Order of Precedence of Contractual Bases

2.1 The General German Forwarding Agents' Standard Terms and Conditions 2017 ("ADSp") apply in addition for transport contracts. The version of the ADSp incorporated into the contract will be made available to the customer before the contract is concluded.

2.2 The ADSp apply only insofar as their material scope of application is opened. In particular, they do not apply to services expressly excluded from their scope under the ADSp.

2.3 For services not falling within the scope of the ADSp, these GTC apply directly. The statutory provisions apply in addition.

2.4 The following order of precedence applies to the contractual relationship:

- mandatory law and mandatory international conventions;
- individual agreements;
- the respective individual contract, including agreed service descriptions, scope-of-work documents and SOPs;
- these GTC;
- the ADSp 2017;
- non-mandatory statutory law.

2.5 To the extent these GTC expressly govern a matter, they take precedence over the ADSp 2017. In all other respects, the ADSp 2017 remain unaffected.

2.6 Conflicting or supplementary terms and conditions of the customer do not become part of the contract unless ECL has expressly agreed to their validity in text form. This applies even if ECL does not expressly object to their validity or performs the order.

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§3 Formation of Contract, Quotations and Individual Orders

3.1 A contract is formed when the customer accepts a quotation from ECL, or when ECL performs the order.

3.2 The scope of services is determined exclusively by the services expressly specified in the quotation.

3.3 ECL's silence in response to an inquiry does not constitute acceptance of the order.

3.4 ECL is not obliged to accept any particular minimum order volume, or to make available any particular order volume during an ongoing business relationship, unless expressly agreed otherwise.

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§4 Subject Matter and Scope of Services

4.1 ECL provides in particular transport, forwarding, customs, warehousing, handling, distribution, container depot and other logistics services.

4.2 Depending on the content of the respective order, ECL may act as freight forwarder, carrier, forwarder acting as carrier ("Selbsteintritt"), fixed-cost forwarder, consolidator, warehouse keeper, shipowner's agent or other logistics service provider. The type and scope of the services owed by ECL are determined by the respective order and the agreements made in relation to it.

4.3 Unless expressly agreed, the respective order does not in particular include:

- the provision, procurement or exchange of pallets or other loading equipment;
- the loading or unloading of the goods;
- the performance of special quality management, audit, inspection or monitoring services;
- the setup or provision of a shipment tracking system;
- the performance of returns, re-runs or subsequent additional transports;
- adherence to a particular transport route;
- transport without transshipment;
- special security, inspection or monitoring measures.

4.4 The services listed in clause 4.3 are only owed if expressly agreed. Mandatory statutory obligations remain unaffected.

4.5 ECL is entitled to open packaging and take suitable measures for the proper execution of the order where this is necessary and reasonable due to statutory, regulatory or security requirements and is carried out proportionately. In such a case, ECL will inform the customer without undue delay, insofar as possible.

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§5 Transport, Shipment and Order Parameters

5.1 When placing an order, the customer must provide ECL with all shipment data required for

performance completely and accurately. This includes in particular:

- collection and delivery addresses;
- name and contact details of the sender, recipient and other parties involved;
- type, nature and condition of the goods;
- number, type, dimensions and marking of the packages;
- gross weight including packaging and any loading equipment provided by the customer;
- volume, parking/loading spaces, loading metres and other space requirements;
- value of the goods;
- delivery deadlines and desired time windows;
- requirements regarding temperature, load securing and means of transport;
- dangerous goods and safety data;
- customs tariff numbers, origin information and proof of preference;
- other information required by authorities or under the contract.

5.2 The customer bears responsibility for the accuracy and completeness of the data it provides.

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§6 Use of Third Parties

6.1 ECL is entitled to engage subcontractors, carriers, forwarders, warehouse keepers, agents and other third parties in order to fulfil its contractual obligations.

6.2 If the customer imposes particular requirements on the third parties, vehicles, warehouses, qualifications or certifications used, these must be expressly agreed in text form when the order is placed.

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§7 Information, Cooperation and Disclosure Duties of the Customer

7.1 The customer must provide ECL with all information, documents, permits, powers of attorney and other records completely, accurately and in good time.

7.2 The customer must in particular inform ECL of all circumstances relevant to the performance of the order, the safety of the goods, compliance with public-law requirements, or the cost of the service.

7.3 The customer must in particular ensure that:

- the goods are properly packaged and labelled;
- the shipment data is accurate and complete;
- the required customs and foreign trade documents are available;
- the required permits and licences are available;
- the goods are handed over free of third-party rights;
- the required loading and unloading points are accessible and suitable;

- the loader and recipient are instructed to cooperate;
- agreed loading and unloading times are observed.

7.4 The customer must inform ECL without undue delay of any subsequent changes, regulatory measures, delivery obstacles or other circumstances that may affect the order.

7.5 If information or documents are not provided, are provided late, or are inaccurate, the customer is liable for the resulting consequences to the extent it is responsible for the breach of duty. In such a case, service deadlines are extended appropriately. ECL does not fall into default as a result of a delay caused by missing or defective cooperation.

7.6 ECL is entitled to suspend performance until full cooperation is provided, if performance is not possible or not reasonable without the missing information, documents or instructions.

7.7 The customer bears the additional costs caused by missing, late or inaccurate cooperation, in particular storage, standing, waiting, demurrage, detention, customs, administrative and third-party costs.

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§8 Master Data and Duty to Update

8.1 Before the first order is carried out, the customer must fully complete a master data sheet provided by ECL.

8.2 The master data sheet must in particular contain the following information:

- full company name and legal form;
- registered office and address for service of process;
- billing address;
- invoice recipient;
- tax identification and registration data;
- e-invoicing and e-mail data;
- contact persons for commercial, operational and legal matters;
- bank and payment details, where required.

8.3 The customer must notify ECL of changes to its master data without undue delay. This applies in particular to changes of company name, relocation of registered office, changes to the billing address, changes to the invoice recipient, changes to e-invoicing data, changes to authority to represent, and changes to payment data.

8.4 The customer bears any disadvantages and costs arising from a late or omitted notification, to the extent it is responsible for the delay.

8.5 ECL is entitled to defer processing of an order until the required master data has been fully provided or updated.

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§9 Dangerous Goods, Special Goods and Other Transport Obstacles

9.1 Dangerous goods may only be handed over following prior express agreement. The customer must inform ECL in good time and in text form of the type, quantity, classification, packaging, labelling and specific hazards of the goods.

9.2 At the latest upon handover, the customer must provide all documents, accompanying papers and safety information required under the applicable dangerous goods law.

9.3 The customer is responsible for the accurate declaration of dangerous goods and for compliance with the packaging, labelling and information obligations under dangerous goods law that apply to it.

9.4 ECL does not accept dangerous goods of classes 1 and 7, unless expressly agreed otherwise.

9.5 The acceptance and carriage of other dangerous goods requires prior review and confirmation by ECL.

9.6 Not every type of dangerous goods can be stored or handled at every ECL location. ECL is entitled to refuse acceptance, storage or handling if the local, technical, legal or insurance requirements are not met.

9.7 Particularly valuable, unique or theft-prone goods, in particular works of art, precious metals and comparable items, are only accepted following prior express agreement and, where applicable, subject to the conclusion of additional insurance.

9.8 ECL is entitled to refuse acceptance of goods or to suspend performance where specific security, liability, insurance, permit or legal risks exist.

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§10 Customs Handling, Customs Representation and Transport Documents

10.1 Customs and foreign trade law services are only owed if expressly commissioned, or if required to carry out an expressly commissioned cross-border transport.

10.2 ECL may make the performance of customs clearance dependent on the granting of a sufficient power of attorney.

10.3 The customer must provide all documents and information required for customs and foreign trade processing in good time. This includes in particular commercial invoices, proof of origin, preference documents, customs tariff numbers, permits and authorisations.

10.4 ECL is not obliged to verify the substantive accuracy or economic plausibility of the information provided by the customer.

10.5 ECL may advance any required duties, customs charges, import turnover tax, fees and other public-law costs. The customer must reimburse these amounts without undue delay upon request.

10.6 ECL is entitled to suspend customs clearance or further services until complete documents are submitted or until required advance payments are made.

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§11 Storage, Custody, Handling and Distribution

11.1 ECL is entitled to store the goods in its own or in suitable third-party storage facilities, unless a specific storage location has been expressly agreed.

11.2 The customer must package and label the goods appropriately for storage and provide all information required for proper storage.

11.3 Special storage conditions, in particular relating to temperature, humidity, security, segregation, monitoring or access restrictions, require an express agreement.

11.4 ECL is entitled to refuse storage of goods that, due to their nature, hazardousness or legal classification, may not or cannot be stored at the intended location.

11.5 Inventory records are generally maintained using ECL's warehouse management system. A physical stocktake is generally carried out once a year, unless a different stocktaking frequency has been expressly agreed.

11.6 Further stocktakes, special inspections, inventory counts, order picking, repackaging and other additional services must be separately agreed and are remunerated based on the effort involved.

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§12 Service Deadlines, Dates and Capacity Reservations

12.1 Service deadlines and dates are only binding if expressly designated as binding or individually agreed.

12.2 Non-binding planning, advice or estimated delivery times do not establish a fixed obligation or a guarantee of a particular delivery.

12.3 Statements such as "subject to truck availability", "subject to free space", "subject to capacity" or comparable reservations indicate that performance depends on the availability of suitable means of transport, parking/loading spaces, carrier or other capacities.

12.4 ECL is not liable for delays to the extent these are caused by an event that is not attributable to ECL and which, despite the exercise of due care customary in the industry, could not be avoided and lies outside ECL's reasonable sphere of influence and control. This includes in particular exceptional and unavoidable obstructions at carriers, ports, terminals, railways or authorities, unavoidable traffic or border-clearance obstructions, strikes and lockouts, natural events and other cases of force majeure, as well as regulatory measures or security controls, provided ECL did not cause these through its own conduct or could not have avoided them through reasonable measures. ECL will inform the customer without undue delay of any foreseeable delays and will take reasonable measures to avoid or mitigate the consequences of the delay. The foregoing provisions do not apply to damages arising from intentional or grossly negligent breach of duty by ECL, nor to damages resulting from injury to life, body or health. Mandatory statutory liability provisions remain unaffected.

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§13 Service Changes and Additional Services

13.1 Changes to the order after conclusion of the contract require confirmation by ECL if they affect the scope of services, performance, capacity planning or remuneration.

13.2 ECL is entitled to provide additional services without prior coordination where necessary to avert imminent damage, to preserve the goods, to comply with statutory requirements, or to properly carry out the order.

13.3 Additional services are billed in accordance with the agreement made, the agreed ECL tariff, or, in the absence of an agreement, according to reasonable effort.

13.4 Changes to shipment parameters lead to a corresponding adjustment of the remuneration. This applies in particular where the actual shipment has larger dimensions, a higher weight, more loading metres, more packages, or requires greater processing effort than originally stated.

13.5 ECL is entitled to refuse to carry out a modified service where the necessary capacity is not available, or where the change would give rise to unreasonable safety, liability, permit or insurance risks.

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§14 Remuneration, Additional Costs and Reimbursement of Expenses

14.1 The agreed remuneration covers exclusively the services and costs expressly specified in the quotation, order confirmation or individual contract. Where remuneration is agreed on the basis of effort, ECL's tariff, or with a breakdown of additional costs, this does not constitute a fixed all-inclusive price.

14.2 Third-party, additional and out-of-pocket costs not expressly included in the agreed remuneration will be charged separately. This applies in particular to:

- tolls and other road usage charges;
- fuel and fuel surcharges;
- port, terminal, depot, rail and infrastructure charges;
- standing, waiting, storage, demurrage and detention costs;
- container standing and connection costs;
- costs of regulatory inspections and measures;
- customs duties, import turnover tax, other import charges and fees;
- costs of repackaging, re-wrapping or additional load securing;
- costs of additional trips, re-runs, returns and interim storage;
- costs of obtaining, correcting or subsequently supplementing documents;
- other necessary expenses and third-party costs.

14.3 Third-party costs, public-law charges and other expenses are passed on at the amount actually incurred, unless an alternative flat rate or fixed price has been expressly agreed. ECL is entitled to advance necessary third-party costs and charges in the name of, or for the account of, the customer.

14.4 If the actual shipment parameters or the agreed scope of services change after conclusion

of the contract, ECL is entitled to adjust the remuneration accordingly. This applies in particular to deviations relating to:

- weight or volume;
- number, type or dimensions of the packages;
- parking/loading spaces or loading metres;
- value or nature of the goods;
- loading or unloading effort;
- mode of transport, transport route or delivery requirements;
- storage duration, handling effort or other processing scope.

§13 applies in addition to subsequent changes and additional services.

14.5 ECL is entitled to reimbursement of all expenses that ECL could reasonably consider necessary in the circumstances for the proper performance of the order and for which ECL is not responsible. This applies in particular to expenses incurred to avert or mitigate damage, and to costs arising from instructions given by the customer, the recipient, or another third party named by the customer.

14.6 The customer further bears all costs caused by missing, late or inaccurate information, documents, instructions or other cooperation within its area of responsibility.

14.7 If ECL is held liable by third parties in connection with the order for freight, customs duties, taxes, charges, storage fees, standing charges, demurrage, detention or other third-party costs, the customer must indemnify ECL against these claims, provided ECL is not responsible for their occurrence.

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§15 Price Adjustment

15.1 For continuing obligations, ECL is entitled to adjust the agreed remuneration if, after conclusion of the contract, statutory charges, tolls, minimum wage costs, fuel costs, port, terminal, depot, rail or other third-party costs directly relevant to the agreed service increase or decrease.

15.2 No price adjustment will be made where the relevant cost change was already taken into account at the time of conclusion of the contract or was expressly agreed as a fixed price.

15.3 The adjustment is limited to the demonstrable change in those cost components that feed into the agreed service. An increase in profit margin or compensation for cost increases arising from ECL's general business operations is excluded.

15.4 Cost reductions must be appropriately taken into account in the adjustment. The relevant benchmark is the change compared to the costs underlying the contract at the time of its conclusion or, where such a point in time has been agreed, compared to the reference date specified in the individual contract.

15.5 ECL will notify the customer of the adjustment in text form, stating the reason for the adjustment, the effective date, and the cost components affected. The adjustment takes effect at the earliest at the start of the billing period following receipt of the notification.

15.6 In the event of a material, not merely temporary, increase in remuneration, the customer may terminate the continuing obligation in text form within two weeks of receiving the notification, effective as of the date the adjustment takes effect. Individual orders already placed remain unaffected.

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§16 Invoicing, Due Date and Payment Processing

16.1 Payment deadlines and payment terms arise from the quotation, the individual contract, the order confirmation, the invoice, or any other individual agreement. Unless a different payment deadline has been agreed, invoices are due for payment without deduction upon receipt.

16.2 ECL may require payments in foreign currency to be made in euros. Conversion is carried out at the official exchange rate applicable at the time payment is received. The customer bears all costs of payment processing, in particular bank, transfer and other transaction costs.

16.3 ECL is entitled to make performance of an order dependent on advance payment, appropriate security, or payment against release of documents, where this has been agreed or is reasonable given the circumstances of the individual case, in particular the scope of the order, third-party costs, or the customer's creditworthiness.

16.4 The customer remains obliged to ECL to pay all remuneration, expenses, customs duties, taxes, fees and other costs arising from its order. This applies even where, at the customer's request, ECL issues an invoice to a recipient, importer, exporter, agent, affiliated company or other third party. An agreement that a third party is to assume payment only releases the customer from its payment obligation if ECL has expressly confirmed this in text form.

16.5 If the third party does not pay, does not pay in full, or does not pay on time, ECL may hold the customer directly liable for payment.

16.6 The customer must provide ECL with the complete and accurate billing and contact details required for payment by third parties. Changes to this data must be notified to ECL without undue delay.

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§17 Cancellation and Termination

17.1 Cancellation of an order requires a declaration to ECL in text form.

17.2 A cancellation does not affect the customer's obligation to pay for services already rendered.

17.3 The customer must further reimburse ECL for all costs incurred by ECL as a result of the cancellation that can no longer be avoided or cancelled free of charge with third parties.

17.4 This includes, in particular, reimbursement of:

- freight and transport services already commissioned;
- booked storage, depot, port and terminal services;
- non-cancellable capacity reservations;

- processing and documentation effort;
- customs and regulatory costs already incurred;
- costs of subcontractors engaged or reserved;
- other unavoidable third-party costs.

17.5 Further claims remain unaffected.

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§18 Credit Check, Credit Limit and Security

18.1 ECL is entitled to check the customer's creditworthiness and solvency before accepting an order, as well as during the business relationship.

18.2 ECL may use credit reporting agencies and other suitable sources of information for this purpose, insofar as permitted under data protection law.

18.3 Payment terms and credit lines are set taking into account creditworthiness, prior payment history, business volume, region, type of business, and the respective default risk.

18.4 ECL is entitled to appropriately adjust an agreed credit line or payment term if the customer's creditworthiness or solvency objectively deteriorates.

18.5 An objective deterioration exists in particular where:

- due claims are not paid, or are repeatedly paid late;
- the customer's rating deteriorates materially;
- a material deterioration in financial circumstances becomes known;
- an application for insolvency proceedings is filed;
- enforcement measures are initiated;
- a material change in corporate or ownership structure occurs;
- reasonable doubts exist as to future solvency.

18.6 In such cases, ECL is entitled, for further or ongoing services, to:

- demand advance payment;
- demand the provision of security;
- reduce or cancel the credit line;
- shorten payment terms;
- suspend performance until payment or security is provided;
- refuse further orders.

18.7 The security requested must be appropriate to cover the claims expected. Suitable forms of security include in particular advance payments, bank guarantees, sureties or other equivalent security.

18.8 ECL's statutory rights in the event that the counter-performance is at risk remain unaffected.

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§19 Default of Payment and Suspension of Performance

19.1 The customer falls into default of payment upon expiry of 14 calendar days after receipt of the invoice or an equivalent statement of payment and the claim becoming due. No further reminder is required.

19.2 During the period of default, ECL is entitled to charge default interest at the statutory rate. The right to assert further damages for default is reserved.

19.3 The customer must reimburse ECL for the legally permissible costs of debt collection, reminder costs and other costs arising from the default.

19.4 In the event of default of payment, ECL is entitled to make further services dependent on advance payment or security.

19.5 ECL is entitled to suspend ongoing services if the customer is in default with due payments.

19.6 The exercise of statutory rights of retention, lien and termination remains unaffected.

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§20 Set-Off, Rights of Retention and Unallocated Payments

20.1 The customer may only set off claims that are undisputed, have been finally and bindingly established, or are ready for decision.

20.2 The customer may only exercise a right of retention based on counterclaims arising from the same contractual relationship that are undisputed, have been finally and bindingly established, or are ready for decision.

20.3 ECL is entitled to apply payments first towards costs, interest and the oldest due principal claim, unless the customer makes an effective determination as to allocation.

20.4 Payments without a stated purpose, with an incorrect stated purpose, or made by a third party who cannot be clearly identified, will be allocated following reasonable review.

20.5 Where the allocation of a payment causes additional processing effort attributable to the customer, ECL is entitled to charge this effort based on actual time spent or an appropriate processing fee shown on the invoice. The customer retains the right to prove that no, or significantly less, effort was incurred.

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§21 Lien and Rights of Retention

21.1 ECL is entitled to rely on statutory liens and rights of retention for all due claims arising from transport contracts, storage contracts, customs services and other business relationships, provided the statutory requirements are met.

21.2 The lien and right of retention extend only to goods, documents, transport papers and other movable property that came into ECL's possession with the customer's consent as a result of a

commercial transaction and remain in ECL's possession. Rights of third parties and mandatory statutory restrictions on release or disposal remain unaffected.

21.3 ECL may refuse to release goods and documents for as long as due claims secured by the lien or right of retention have not been fully satisfied or appropriately secured.

21.4 The customer may avert the exercise of the lien by providing ECL with equivalent security.

21.5 Pledged items are realised in accordance with statutory provisions.

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§22 Insurance, Value Declaration and Additional Insurance

22.1 ECL is only obliged to arrange transport, storage or other cargo insurance if expressly instructed to do so.

22.2 In that case, the customer must inform ECL in text form, before handover of the goods, of the value of the goods and the desired scope of insurance cover.

22.3 Without an express instruction, ECL decides on the type and scope of any insurance to be arranged at its due discretion.

22.4 ECL is entitled to take out the insurance with an insurer of its own choice on market-standard terms.

22.5 ECL's liability is not extended by the existence or conclusion of liability insurance.

22.6 For high-value, unique or particularly high-risk goods, the customer is obliged to independently arrange for sufficient insurance cover, unless expressly agreed otherwise.

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§23 Liability and Liability Caps

23.1 ECL's liability for loss of or damage to the goods is limited, by way of derogation from section 431(1) and (2) of the German Commercial Code (HGB), to 2 units of account per kilogram of the gross weight of the goods lost, damaged or devalued. In the case of partial loss or partial damage, the relevant gross weight is determined in accordance with section 431(2) HGB.

23.2 The liability limitation under clause 23.1 applies to freight and forwarding contracts to the extent that liability for loss of or damage to the goods may be limited under sections 449(2) or 466(2) HGB by way of pre-formulated contract terms. The amount stated in clause 23.1 is prominently highlighted in the contractual document.

23.3 For other damages not caused by loss of or damage to the goods, the applicable statutory provisions apply, together with the liability limitations of the ADSp, to the extent incorporated.

23.4 The liability limitations under these GTC do not apply in cases of intent or gross negligence on the part of ECL, its legal representatives or vicarious agents, nor in cases of injury to life, body or health. The same applies to mandatory provisions under the German Product Liability Act.

23.5 In the case of a slightly negligent breach of a material contractual obligation, ECL is liable only for the typically foreseeable damage at the time the contract was concluded. In all other respects, liability for slightly negligent breaches of duty by ECL is excluded.

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§24 Special Service Areas and Allocation of Liability

24.1 §23 applies to customs and foreign trade services. Any further-reaching liability of ECL exists only on the basis of an express individual agreement.

24.2 §23 applies correspondingly to storage, handling, depot, order-picking and distribution services, insofar as mandatory statutory provisions do not provide for a more specific liability regime.

24.3 For multimodal transports, sea transports and cross-border transports, the mandatory statutory provisions and international conventions, together with the liability provisions of the ADSp 2017 (to the extent effectively incorporated), take precedence. §23 applies in these cases only insofar as it is compatible with the applicable law.

24.4 The customer must report identifiable damage, shortfalls, temperature deviations and other irregularities without undue delay after they are discovered. Statutory duties of inspection and notice, as well as the provisions of the ADSp, remain unaffected.

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§25 Indemnification

25.1 The customer indemnifies ECL against third-party claims arising from circumstances within the customer's area of responsibility. This applies in particular to:

- incorrect, incomplete or late shipment information;
- defective packaging or labelling;
- missing permits, licences or documents;
- inaccurate customs or foreign trade information;
- breach of dangerous goods regulations;
- third-party rights in the goods;
- incorrect information regarding weight, dimensions, value or nature of the goods;
- instructions given by the customer or a third party named by it;
- failure to observe loading and unloading times;
- lack of authority to receive or dispose of the goods.

25.2 The indemnification covers reasonable legal defence costs, regulatory fees, charges and other necessary expenses, provided ECL is not responsible for the circumstances giving rise to the claim and an indemnification is legally permissible.

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§26 Confidentiality

26.1 The parties must treat as confidential all non-public information they become aware of in connection with the business relationship. Confidential information may only be used for the performance, handling or review of the respective contract.

26.2 The confidentiality obligation does not apply to information that:

- is publicly known, or becomes publicly known without breach of a confidentiality obligation;
- was already lawfully known to the recipient;
- was lawfully disclosed by an authorised third party;
- must be disclosed due to a statutory or regulatory obligation.

26.3 ECL is entitled to disclose confidential information to subcontractors, agents, advisors, insurers, financiers and other third parties engaged as necessary for the performance of the contract.

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§27 Term and Termination of Continuing Obligations

27.1 Continuing obligations begin at the individually agreed point in time and run for the agreed contract term.

27.2 If no fixed contract term has been agreed, the contractual relationship may be terminated with one month's notice to the end of a calendar month.

27.3 The right to extraordinary termination for good cause remains unaffected.

27.4 Good cause exists in particular where:

- the customer is in default with due payments and, despite an unsuccessful warning notice or the unsuccessful expiry of a reasonable payment deadline, fails to pay, unless a warning notice or deadline is not legally required;
- performance becomes unreasonable due to a significant deterioration in creditworthiness;
- the customer fails to provide required security despite being requested to do so;
- the customer repeatedly provides incorrect or incomplete information;
- statutory, regulatory or insurance-related obstacles prevent further performance;
- the customer breaches material contractual obligations.

27.5 Termination of the contractual relationship does not affect claims for remuneration, reimbursement of expenses, damages and indemnification.

27.6 After termination of the contract, the customer must promptly settle all outstanding claims of ECL and enable the further processing of orders still being handled.

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§28 Governing Law and Jurisdiction

28.1 German law applies to the entire business relationship between ECL and the customer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

28.2 The place of performance for all obligations arising from the business relationship is ECL's registered office.

28.3 If the customer is a merchant, a legal entity under public law, or a special fund under public law, the place of jurisdiction for all disputes arising from or in connection with the business relationship is Hamburg. Otherwise, the statutory places of jurisdiction apply.

28.4 ECL remains entitled to also bring proceedings against the customer at the customer's general place of jurisdiction.

28.5 Mandatory international jurisdiction rules remain unaffected.

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§29 Final Provisions

29.1 Amendments and supplements to the contract require text form.

29.2 Should any provision of these GTC be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions remains unaffected. The invalid or unenforceable provision is replaced by the applicable statutory provision. Where no statutory provision exists, the parties will replace the invalid or unenforceable provision with a valid provision that comes as close as possible to the economic purpose of the original provision.

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