



Terms & Conditions

General:

Our electronically generated offer, which is legally valid even without a signature, is subject to final confirmation.

This offer is valid for the above shipment and based on the currently valid tariffs, wages and exchange rates as well as unchanged transportation conditions at the time of loading.

Extra charges (e.g. forklift, waiting times, X-ray costs, customs inspection, demurrage, detention) will be debited as per outlay.

Surcharges (e.g. fuel, security, BAF, CAF, PSS) are taken into account on a daily basis (valid at time of shipment – v.a.t.o.s.).

We calculate duties (e.g. EUSt, customs duties) according to outlays and customs receipt. For this offer, the current exchange rates were used.

The transit times given are an indication of the planned travel time port - port according to the shipping companies' timetable / airport - airport according to the airlines' timetable. Deviations are possible.

Cancellations of orders may incur charges, which will be passed on as per outlay.

The conditions apply to "general cargo" unless otherwise stated, subject to the availability of equipment and freight space at the time of shipment / provision and subject to "acceptance of the ship" with shipping companies of our choice.

Marine/Transport insurance is not included. Please note that we will only cover this on your expressly instruction. We will be pleased to provide an individual offer upon request.

The due date for payment is 10 DAYS as from the invoice date (subject to creditworthiness).

Place of jurisdiction is Kiel - Our tax number: 11/291/28904 - VAT number: DE 165917795 – Group CEO: Christian Speit - CEO: Fabian Dabelstein, Pierre Koester – Local court Kiel, HRB 13677 KI

For forwarding services in the name of Five Star Global Logistics GmbH exclusively the Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017 – (German Freight Forwarders' General Terms and Conditions 2017) are valid. **Note:** In clause 23 the ADSp 2017 deviates 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 Euro 1,25 million per damage claim and Euro 2,5 million per damage event, but not less than 2 SDR/kg. <https://5star-global.com/en/contact/legal/>

Sea/Airfreight: Delivery dates and times cannot be guaranteed. Dates are based on the data provided by shipping lines or airlines. In particular, in case of events during transport that are incalculable for us, cannot be influenced by us or are not in our responsibility, we take no liability.



Airfreight:

For air freight, the IATA volume factor 1:6 applies - departure with carriers of our choice, based on stackable goods.

Unless explicitly stated/booked, the shipment will be handled as general cargo. Shippers are obliged to provide complete information; in case the shipment contains dangerous goods in accordance with current IATA DG (dangerous goods) regulations.

Should a dark alarm or "sniffing" be necessary during the air freight security check, we will charge you the additional costs incurred for this, such as personnel, handling and packaging costs, as per outlay. This also applies to shipments that cannot be x-rayed due to their size or nature.

When booking air freight via Five Star Global Logistics GmbH, the following disclaimer applies:

Exclusion of liability:

EC Regulation 300/2008 and EC Regulation 2015/1998 as well as subsequent legislation stipulate that air cargo shipments be opened and checked to exclude the presence of any prohibited items in cases in which it is not possible for X-ray technology to be used to rule out such presence beyond any doubt. An air security inspector employed by our security service provider opens the air cargo shipments at the company's premises for the purpose of performing this security check. The customer or client may be present at any time during this security check. The execution of the security check is documented. In view of the above, we therefore agree to the packaging of the aforementioned air cargo shipment to be opened for the purpose of performing the security check.

With booking cargo through Five Star Global Logistics GmbH client agrees to waive all claims against us for any loss/damage caused as a result of the shipment being opened for the purposes of the security check unless such loss or damage is caused by willful misconduct. After the shipment has been resealed, any further liability in connection with the opening of the shipment for the purpose of performing the security check is excluded.

Ocean Freight:

If an empty container is picked up / returned to an inland depot, the corresponding pick-up or drop-off charges of the respective shipping company apply.

Effective as from 01.07.2016, carriers have implemented the requirements of the SOLAS regulations: No loading takes place without Verified Gross Mass (VGM). Please submit the VGM in time. Incorrect or missing information may result in additional charges. These will be for the account of cargo/client.

The dynamic situation of the markets can lead to unforeseeable price increases, limited space, lack of equipment and reduced service quality of the carriers. FIVE STAR therefore reserves the right to change tariffs and services on a day-to-day basis. Our offers are based on the capacity conditions at the time of request. However, due to changing market conditions, all offers will be reconfirmed by FIVE STAR at the time of booking in order to be valid.

Five Star Global Logistics GmbH is acting for sea transports including pre- and on-carriage exclusively as agent of S.S.fivestar Container Line Ltd., Limassol/Cyprus. S.S.fivestar Container Line Ltd. is exclusively working under the conditions of the relevant Bill of Lading, which can be viewed at one of the offices and/or the website: <https://5star-global.com/en/contact/legal/>.

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