

# General Freight Terms and Conditions – Rail Freight LCL (Consolidated Cargo)

## 1. Scope and Binding Nature

Our offer is non-binding until a booking is confirmed and applies only if the entire transport route is handled exclusively by Mega-Log GmbH. Partial services or routing via third parties are not covered under this quotation.

## 2. Possible Delays

Delays in rail transport may occur due to various factors, including but not limited to:

- recurring infrastructure maintenance along the route,
- adverse weather conditions,
- political or governmental restrictions,
- customs inspections within or outside the EU.

These events fall under the sovereign authority of the respective countries and are beyond our control. Liability for such delays is excluded.

## 3. Pricing and Surcharges

The offer is based on freight rates, tariffs, surcharges, and agreements valid at the time of quotation, and on the condition that the choice of rail operator remains with Mega-Log GmbH.

Please note:

- Final billing is based on rates valid at the time of shipment.
- Any changes to shipment details (e.g. volume, weight, cargo type) may result in adjusted charges.
- All surcharges and ancillary costs shown are indicative and non-binding.

#### 4. Cargo Type / Dangerous Goods

All rates apply to the shipment of **non-hazardous**, **rail-compliant cargo**. Special rates and approval are required for the transport of:

- hazardous materials.
- batteries or accumulators,
- weapons or weapon-like goods.

The acceptance of such cargo is **subject to prior approval** by the rail operator, the terminal, and the application of additional surcharges.

#### 5. Packaging and Load Requirements

Unless otherwise specified, we assume the cargo is:

- stackable,
- suitable for forklift handling,
- safely packaged for rail transport,
- free of heavy or oversized items.



**Maximum dimensions**:  $250 \times 230 \times 225$  cm (L × W × H).

Billing weight is based on a conversion factor of 1 cbm = 500 kg, with the greater of actual or volumetric weight applied.

## 6. Equipment and Terminal Availability

Transport execution is subject to the availability of:

- sufficient empty containers,
- space at the designated terminals and on the rail route.

Cargo will be **reweighed and remeasured** at the terminal. Any discrepancies may lead to rate adjustments.

## 7. Documentation Requirements and Customs Clearance

To ensure smooth customs and handling procedures, the following documents must be provided no later than 7 calendar days prior to train arrival at the Hamburg terminal, in **PDF format**:

- updated packing list,
- current commercial invoice issued by the shipper,
- accurate product description in German,
- HS Code (customs tariff number).

#### 8. Insurance

We strongly recommend arranging **cargo insurance** through Mega-Log GmbH. Insurance coverage will only be obtained **upon written request**.

For goods stored at our facility, we additionally recommend **warehouse insurance**, also upon written request.

## 9. Additional Services and Liability Limitation

For services beyond standard freight forwarding (e.g. fulfillment, assembly, repacking, adding documentation, labeling, quality checks), our liability – in the event of either negligent or non-negligent breach of duty – is limited to a maximum of 2 Special Drawing Rights (SDR) per kilogram of affected cargo.

#### 10. Duties and Payment Terms

- Customs duties and import VAT (EUSt) are billed based on actual outlays.
- Our invoices, including any advances paid for duties and EUSt, are **due immediately upon receipt**, unless otherwise agreed in writing.
- Duties, EUSt, and VAT are **not included in the quoted freight rates** and must be calculated separately.

## 11. Legal Basis

All services are rendered exclusively in accordance with the latest version of the ADSp (German Freight Forwarders' Standard Terms and Conditions), which are deemed to be accepted.