

National Liability Conditions

	Freight forwarding	Warehouse keeper	Non-standard ADSp logistics services*	Haulier/ fixed cost freight forwarder	Relocation transport
Legal/ contractual basis	§§ 453-466 HGB [German Commercial Code] (where applicable in conjunction with ADSp ** [German Freight Forwarders' Standard Terms and Conditions])	§§ 467-475 h HGB (where applicable in conjunction with ADSp **)	e.g. §§ 611 et seq. BGB [German Civil Code], §§ 631 et seq. BGB, ProdHaftG [Product Liability Act]	§§ 407-450 HGB	§§ 451-451h HGB (where applicable in conjunction with ABBH [General Conditions of German Furniture Transportation Companies for the Transportation of Commercial Furniture], ALB [General Terms and Conditions])
Basis of liability	Fault-based liability with reversal of the burden of proof; with custody, fixed costs, combined shipments, own-name transactions: absolute liability	Fault-based liability with reversal of the burden of proof	Fault-based liability with partial shift of the burden of proof (ProdHaftG)	Predominantly absolute liability	Predominantly absolute liability
Scope of liability	Damage to goods, financial losses	Damage to goods, consequential damage, financial losses	Damage to goods, consequential damage, personal injury and financial losses, compensation for pain and suffering	Damage to goods, financial losses	Damage to goods, financial losses
Liability limits	Unlimited liability, can be limited by general terms and conditions (e.g. ADSp); different for custody, fixed costs, combined shipments and own-name transactions: · Damage to goods: max. value, 8.33 SDR/kg · Failure to meet the delivery date: 3-fold the freight value	Unlimited liability, can be limited by general terms and conditions (e.g. ADSp)	Essentially unlimited liability; can be limited by logistics terms and conditions as follows: · 20,000 EUR per damage event · 100,000 EUR per concurrent event and for stock differences · 500,000 EUR per year · But: no limitation in case of injury to life, limb and health · No limitation in case of mandatory law (e.g. ProdHaftG)	· Damage to goods: max. value 8.33 SDR/kg · Failure to meet the delivery date: 3-fold the freight value · Other financial losses: 3-fold the amount which would have to be paid in case of loss · Cash on delivery: amount of payment due · Accompanying documents: the amount which would have to be paid in case of loss	· Damage to goods: max. value 620 EUR per cbm · Failure to meet the delivery date: 3-fold the freight value · Other financial losses: 3-fold the amount which would have to be paid in case of loss · Accompanying documents: the amount which would have to be paid in case of loss
Alteration to the liability limits	To the disadvantage of the customer: no alteration possible Otherwise: · By individual negotiations: without limit · By general terms and conditions: in a range from 2-40 SDR/kg · Also possible: if less favourable for the user	Possible by means of individual negotiations and general terms and conditions (e.g. ADSp)	By means of individual negotiations and general terms and conditions (e.g. logistics terms and conditions)	To the disadvantage of the customer: no alteration possible Otherwise: · By individual negotiations: without limit · By general terms and conditions: in a range from 2-40 SDR/kg · Also possible: if less favourable for the user	To the disadvantage of the customer: no alteration possible Otherwise: · By individual negotiations: without limit · By general terms and conditions: adjustable level of liability
Omission of the liability limits	Intent/recklessness and with an awareness that damage will probably occur		· In case of intent/gross negligence · In case of malicious concealment of the damage/warranty	· Intent · Recklessness and with an awareness that damage will probably occur	· Intent · Recklessness and with an awareness that damage will probably occur
Exclusion of liability	· Lack of fault · For custody, fixed costs, combined shipments and own-name transactions: unavoidable events, etc.	· Lack of fault	· Lack of fault	· Unavoidable events · Insufficient labelling · Lack of packaging, etc.	· Unavoidable events · Malfunctions · Valuable articles, etc.
Time bar for complaints	For fixed costs, combined shipments and own-name transactions: · Externally visible defects: immediately · Non-visible defects: 7 days after delivery · Failure to meet the delivery date: 21 days after delivery (preclusion period)		Essentially none; exclusions as per logistics terms and conditions: · Clear defects: at acceptance/completion of service · Failure to meet the delivery date: 21 days after the performance of the service	· Externally visible defects: immediately · Non-visible defects: 7 days after delivery · Failure to meet the delivery date: 21 days after delivery (preclusion period)	Preclusion periods: · Externally visible defects: 1 day after delivery · Non-visible defects: 14 days after delivery · Failure to meet the delivery date: 21 days after delivery
Period of limitation	· 1 year · 3 years in case of intent/recklessness · Written notice of liability suspends the period of limitation	· 1 year · 3 years in case of intent/recklessness · Written notice of liability suspends the period of limitation	· Essentially 3 years · 1 year according to logistics terms and conditions; except for intent, gross negligence, malicious concealment/quality guarantee	· 1 year · 3 years in case of intent/recklessness · Written notice of liability suspends the period of limitation	· 1 year · 3 years in case of intent/recklessness · Written notice of liability suspends the period of limitation

SCHUNCK GROUP IN GERMANY

OSKAR SCHUNCK
Aktiengesellschaft & Co. KG
Insurance Broker

MUNICH HEADQUARTERS

80751 Munich
PO Box 44 02 64
80802 Munich
Leopoldstrasse 20
Telephone 089 38177-0
Fax 089 38177-299
info@schunck.de

79020 Freiburg

PO Box 53 60
79098 Freiburg
Leopoldring 1
Telephone 0761 31902-0
Fax 0761 31902-80
SHFreiburg@schunck.de

10623 Berlin

Hardenbergstrasse 20
Telephone 030 326778-0
Fax 030 326778-20
SHBerlin@schunck.de

20040 Hamburg

PO Box 10 59 04
20097 Hamburg
Amsinckstrasse 59
Telephone 040 23777-0
Fax 040 23777-299
SHHamburg@schunck.de

33525 Bielefeld

PO Box 10 25 71
33602 Bielefeld
Feilenstrasse 31
Telephone 0521 52071-0
Fax 0521 52071-99
SHBielefeld@schunck.de

30165 Hannover

Rotermundstrasse 11
Telephone 0511 93938-0
Fax 0511 93938-28
SHHannover@schunck.de

28017 Bremen

PO Box 10 17 40
28215 Bremen
Theodor-Heuss-Allee 6
Telephone 0421 36902-0
Fax 0421 36902-49
SHBremen@schunck.de

04157 Leipzig

Landsberger Strasse 46
Telephone 0341 91943-0
Fax 0341 9114931
SHLeipzig@schunck.de

40038 Düsseldorf

PO Box 10 47 54
40237 Düsseldorf
Grafenberger Allee 293
Telephone 0211 13993-0
Fax 0211 13993-199
SHDuesseldorf@schunck.de

80017 Munich

PO Box 20 17 03
80687 Munich
Elsenheimerstrasse 7
Telephone 089 38177-0
Fax 089 38177-499
SHMuenchen@schunck.de

60439 Frankfurt am Main

Lurgiallee 6-8
Telephone 069 271005-0
Fax 069 271005-199
SHFrankfurt@schunck.de

Stuttgart

PO Box 10 46 53
70176 Stuttgart
Schlossstrasse 76
Telephone 0711 64856-0
Fax 0711 64856-88
SHStuttgart@schunck.de



SCHUNCK
GROUP

International
Insurance Broker

* e.g. handling of goods, goods tests, assembly work, quality checks, price labelling, shelf-stacking, order acceptance, etc.

** Essentially there is an unlimited and therefore virtually uninsurable liability both for standard and non-standard freight forwarding additional services. Solution for the German market for standard freight forwarding services:

ADSp, for non-standard freight forwarding services: logistics terms and conditions. You can obtain the latest information about the **ADSp/Logistics terms and conditions** from your personal contact person or at www.schunck.de

International Liability Conditions

	International freight forwarding, road transport	International air freight	International sea freight	International inland waterway freight	International railway freight
Legal/contractual basis	CMR	Montreal Convention (MC)/ Warsaw Convention (WC)	§§ 476-905 HGB [German Commercial Code]	Budapest Convention on the Contract for the Carriage of Goods by Inland Waterway (CMNI)	Cotif/Annex B (ER CIM)
Basis of liability	Absolute liability	MC: absolute liability; in case of failure to meet the delivery date: fault-based liability with reversal of the burden of proof WC: fault-based liability with reversal of the burden of proof	Fault-based liability with reversal of the burden of proof	Fault-based liability with reversal of the burden of proof	Absolute liability
Scope of liability	Damage to goods, financial losses	Damage to goods, financial losses	Damage to goods, financial losses	Damage to goods, financial losses	Damage to goods, financial losses
Liability limits	<ul style="list-style-type: none"> Damage to goods : max. value 8.33 SDR/kg Failure to meet the delivery date: value of the freight Other financial losses: national law applies Cash on delivery: amount of cash on delivery Accompanying documents: max. amount which would have to be paid in case of loss 	MC: 19 SDR/kg WC: in Germany 27.35 EUR/kg	2 SDR/kg or 666.67 SDR per piece or unit, depending on which amount is higher	<ul style="list-style-type: none"> Damage to goods 666.67 SDR per package or loading unit or 2 SDR per kg of the weight of the lost or damaged goods stated in the freight document (the higher value of the two applies) or 26,500 SDR per container (1,500 SDR for the container and 25,000 SDR for the goods), if packs or loading units are not stated in the freight document as having been packed in the container Failure to meet the delivery date: 1-fold the value of the freight 	<ul style="list-style-type: none"> Loss or damage: 17 SDR/kg Failure to meet the delivery date: 4-fold the value of the freight
Alteration to the liability limits	<ul style="list-style-type: none"> Declaration of value, article 24 CMR Declaration of special interest, article 26 CMR 	Declaration of special delivery interest · Art. 22 MC · Art. 22 WC	Declaration of value possible	<ul style="list-style-type: none"> Declaration of value Declaration of special interest 	<ul style="list-style-type: none"> Declaration of value Declaration of special interest
Omission of the liability limits	<ul style="list-style-type: none"> Intent Fault equivalent to intent (national law applies) 	MC: <ul style="list-style-type: none"> Possible by mean of a contractual agreement Warning: according to ADSP [German Freight Forwarders' Standard Terms and Conditions] case-law WC: <ul style="list-style-type: none"> Intent Recklessness and with an awareness that a defect will probably occur 	<ul style="list-style-type: none"> Intent Recklessness and with an awareness that a defect will probably occur 	<ul style="list-style-type: none"> Intent Recklessness and with an awareness that a defect will probably occur 	<ul style="list-style-type: none"> Intent An awareness that a defect will probably occur
Exclusion of liability	<ul style="list-style-type: none"> Unavoidable events Insufficient labelling Defect packaging, etc. 	MC: <ul style="list-style-type: none"> Type of goods Defect packaging Armed conflict, etc. WC: <ul style="list-style-type: none"> Lack of fault 	Nautical faults from hazards or accidents at sea, or actions or omissions of the shipper, etc.	<ul style="list-style-type: none"> Lack of/defects to the packaging Transportation on the deck or on open ships, if this has been agreed with the client 	Unavoidable events, transportation in open wagons, loading by the sender, transportation of live animals, etc.
Time bar for complaints	<ul style="list-style-type: none"> Externally visible defects: immediately Non-visible defects: 7 days after delivery Failure to meet the delivery date: 21 days after delivery (preclusion period) 	MC/WC: preclusion periods: <ul style="list-style-type: none"> Damage to goods: 14 days after acceptance Failure to meet the delivery date: 21 days 	<ul style="list-style-type: none"> Externally visible defects: immediately Non-visible defects: 3 days after the delivery of the goods to the recipient 	<ul style="list-style-type: none"> Externally visible defects: immediately Non-visible defects: 7 days after delivery Failure to meet the delivery date: 21 days after delivery 	Preclusion periods: <ul style="list-style-type: none"> Externally visible defects: immediately Non-visible defects: 7 days after receipt of the goods Failure to meet the delivery date: 60 days
Period of limitation	<ul style="list-style-type: none"> 1 year 3 years in case of intent/fault equivalent to intent Written notice of liability suspends the period of limitation 	Filing of a complaint within a period of limitation of 2 years, (MC/WC), where necessary national limitation period regulations apply	1 year from the delivery of the goods	<ul style="list-style-type: none"> 1 year Written notice of liability suspends the period of limitation 	<ul style="list-style-type: none"> 1 year 2 years in case of payment of cash on delivery, intent, recklessness and with an awareness that a defect will probably occur, etc

SCHUNCK GROUP IN EUROPE

Austria
SCHUNCK GROUP
Austria GmbH
1020 Vienna
Donau Business Center
Handelskai 388/5/6/1
Telephone 0043 1 53478-0
Fax 0043 1 53478-36
office@schunck.at

SCHUNCK GROUP
Austria GmbH
6020 Innsbruck
Grabenweg 3/
Competence Center
Telephone 0043 512 278914
Fax 0043 512 278915
innsbruck@schunck.at

Czech Republic
OSKAR SCHUNCK s.r.o.
11000 Praha 1
Na Florenci 35
Telephone 0042 0 2215905-11
Fax 0042 0 2215905-40

OSKAR SCHUNCK s.r.o.
77211 Olomouc
AB Centrum
Kosmonautu 989
Telephone 0042 0 585203615
info@schunck.cz

France
OSKAR SCHUNCK FRANCE S.A.R.L.
74000 Annecy
22, Rue Guillaume Fichet
Telephone 0033 450 100130
Fax 0033 450 100133
info@schunck.fr

OSKAR SCHUNCK FRANCE S.A.R.L.
75001 Paris
5, Rue de Castiglione
Phone 0033 1 53452794
Fax 0033 1 53452747
info@schunck.fr

Hungary
SCHUNCK GROUP
Austria GmbH
1119 Budapest
Fehérvári út 89-95
Telephone 0036 1 3712340
Fax 0036 1 3712344
office@schunck.hu

Italy
OSKAR SCHUNCK ITALIA S.R.L.
Centro Spedizionieri Internazionali
37137 Verona
Via Sommacampagna, 63
Telephone 0039 045 8626065
Fax 0039 045 8626073
info@schunck.it

Slovakia
OSKAR SCHUNCK s.r.o.
82102 Bratislava
Sabinovská 8
Telephone 0042 0 585203615
info@schunck.sk

Spain
OSKAR SCHUNCK ESPAÑA
Correduría de Seguros, S.A.U.
08008 Barcelona
Rambla Catalunya, 124, 3º, 1a
Telephone 0034 93 3027277
Fax 0034 93 3017649
schunckbcn@schunck.es

OSKAR SCHUNCK ESPAÑA
Correduría de Seguros, S.A.U.
46702 Gandía (Valencia)
Ciudad de Laval 29 entlo
Telephone 0034 96 2877749
Fax 0034 96 2865237
schunckgan@schunck.es
(also responsible for Portugal)

OSKAR SCHUNCK ESPAÑA
Correduría de Seguros, S.A.U.
Oficina Madrid
28009 Madrid
Goya, 97
Telephone 0034 91 4311129
Fax 0034 91 5763086
schunckmad@schunck.es

OSKAR SCHUNCK ESPAÑA
Correduría de Seguros, S.A.U.
36201 Vigo
Edificio Novo Areal
C/Areal, 18- planta 2a, Ofic. 3
Telephone 0034 986 442853
Fax 0034 986 224185
schunckvigo@schunck.es

Turkey
SCHUNCK GROUP
Sigorta ve Reasürans
Brokerliği Ltd. Şti
34149 Yeşilköy-Bakırköy-Istanbul
Havaalanı Kavşağı IDTM EGS
Blokları B 1 Kat 14 D. 438
Telephone 0090 212 4656097
Fax 0090 212 4650211
schunck@schunck.com.tr