

Terms & Conditions

Legal basis

We are member of the Swiss Freight Forwarding and Logistics Association and our activity is exclusively based on their “General Conditions” (CG SPEDLOGSWISS) most recent edition:

<https://www.spedlogswiss.com/deCH/verband/ab-spedlogswiss.htm>

Validity

Our offer is valid for the period specified in the quote. The Bill of Lading date applies and, unless otherwise agreed, is only valid if freight is paid by the client in Switzerland.

Rate basis, freight surcharges and extra costs

Our offer is subject to change without notice and is based on currently valid freight rates, tariffs, surcharges and conversion rates, as well as free transport routes. The ocean freight surcharges applicable on the day of shipment (Bill of Lading date) shall be applied. Extra costs not mentioned (e.g. customs duties, import duties, customs inspection or other official orders) will be charged additionally, if applicable.

Availability of space and equipment

Our costing is based on the volume and time period stated in the offer. Should deviations arise, we reserve the right to adjust our offer. This also applies for exceptional market changes. Our offer is generally only valid if, at the time of transport, the corresponding empty equipment and the ship space allocable to us is available.

Free loading and unloading time

Two hours per container are granted as free loading or unloading time for FCL transports. Additional time required will result in corresponding additional costs for the client.

Low-water/flood surcharges

If part of the route is covered by inland waterway vessel, low-water/flood surcharges may apply, which will be charged additionally.

Demurrage, detention und storage

Our offer includes a limited period of free demurrage, detention and storage days. If not already attached, the complete and generally valid detention/demurrage/storage tariff of Schenker Switzerland Ltd. as an agent of the NVOCC “SCHENKER*ocean*” is available on request. The costs vary depending on the type of container and the shipping area.

Deviations in dimensions and weight

The final volume and weight data determined during loading is used to calculate the final price, based on this offer.

Dangerous goods

Loading of dangerous goods is subject to acceptance by all parties involved in the supply chain. Dangerous goods certificates and, if necessary, the MSDS (material safety data sheet) must be provided for inspection upon booking. If dangerous goods are registered subsequently, additional costs in the form of freight surcharges and fines (penalties) may be incurred for the client, depending on local regulations.

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Packaging requirements and recommendations

Seaworthy packaging, in particular shockproof/breakproof, splashproof and corrosion-protected packaging, is a prerequisite in all cases. Unless you provide explicit written information to the contrary at the time of booking, your goods will be considered stackable, and will be transported accordingly. Furthermore, the packaging requirements regarding approved packaging materials for the destination country must be observed (example: ISPM15 standard for wooden packaging).

Transport insurance

Your shipment is not automatically covered by transport insurance. You are welcome to inform us of your desired coverage when placing your order. If you do so, you automatically accept the premium/charge due. Without an explicit written order or information from the client, there is no insurance cover on our part.

SOLAS / VGM

The shipper on the Bill of Lading or the subcontractor appointed by the shipper (e.g. supplier) is obliged to comply with the SOLAS regulations issued by the IMO. The VGM (verified gross mass) of the loaded container or of the individual consignment to be transported must be provided in good time prior to shipping date, in the required form. DB Schenker expressly states that goods may be excluded from carriage if the required information is incorrect or not available in time. Costs arising from exclusion from transport shall be borne by the client. There shall be no entitlement to compensation for damages resulting from the delay.

Rate approval

The shipper is considered to have agreed to the terms of the NRA (negotiated rate agreement) if the shipper:

- (1) Provides the NVOCC (SCHENKER*ocean*) with a signed agreement;
- (2) Sends the NVOCC (SCHENKER*ocean*) a written communication, including an e-mail, indicating acceptance of the NRA terms; or
- (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters:

“THE SHIPPER’S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.”

Epidemic disclaimer

The novel coronavirus pandemic (COVID-19) crisis has affected the current space demand extraordinarily leading to a severe capacity situation in the ocean freight market. Such situations have an impact on all trades globally. Our quotation is based on the uninterrupted and largely unchanged ocean freight schedules pre-COVID-19 outbreak and does not consider any extraordinary market circumstances. We therefore reserve the right to adjust our quotation unilaterally in case of unpredictable epidemic events.