



ANCOTRANS

STANDARD TERMS FOR CONTAINER TRANSPORTS 2025 (GERMANY)

All transport related services will be performed by ANCOTRANS exclusively under the Allgemeine Deutsche Spediteurbedingungen 2017 (ADSp 2017) (German Freight Forwarders' General Terms and Conditions 2017).

The ADSp 2017 take precedence over the following terms and conditions, which apply in addition to the ADSp 2017 only when and to the extent no respective provisions are contained in the ADSp 2017.

ANCOTRANS does not accept any standard terms and conditions of the customer and/or any third party.

LIABILITY FOR LOADING/UNLOADING AND WEIGHT LIMITS

Any sender of goods shall secure that the load is stowed so that there is no overload and that the load is evenly distributed in the container. The stowage and securing of the goods in the containers must comply with the requirements of the IMO/ILO/UNECE Code of Practice for Packing of Cargo (CTU Code).

It is also the responsibility of the sender to comply with the correct weight indication provided by the ordering party in the booking to ANCOTRANS, so that the maximum load is within the applicable legislation weight limits.

ADR

When transporting ADR goods, it is the responsibility of the contracting party that the container is labeled in accordance with the ADR Convention and that all documents, as prescribed in the ADR Convention, are available. It is also the recipient's responsibility to remove any dangerous goods labels after emptying. ADR transports are added a separate surcharge.

RELOAD/TRIANGULATIONS:

Reloads/triangulations are an essential part of ANCOTRANS' production set-up, because reusing the equipment available, can optimize the terminals' capacity and limit the extent of empty trucking to the benefit of both the environment and infrastructure. Costs associated with reloading cannot be passed on to ANCOTRANS, as pricing is based on triangulating a large proportion of the container transports. If the possibility of reloading ceases, it will have an impact on the freight price.

CHASSIS RENT

Chassis rent is calculated for the entire period between the delivery date and chassis-ready date (including weekends and public holidays). Delivery date and chassis-ready date are free of charge. If a container is delivered on a Friday and reported ready Monday, no chassis rent will be charged. Notification of the order must be done electronically via ANCOTRANS' web portal or via a direct integration to ensure efficient order processing. Additional chassis rent is calculated per commenced day.

WAITING TIME

ANCOTRANS standard prices include sixty (60) minutes free loading/unloading inside Hamburg, and one hundred and twenty (120) minutes for other locations. Additional waiting time is calculated per commenced half (½) hour.

In the event of errors in information, customs control or the like at the terminal or customs office, waiting time will be charged after sixty (60) minutes. Additional waiting time is calculated per commenced half (½) hour.

CUSTOMS CONTROL ETC.

When containers are stopped for random customs control and other controls by the authorities (sampling, scanning etc.) and if errors occur in customs clearance (customs clearance, declarations, etc.) waiting time will be charged from the first (1st) minute.

BOOKINGS

Online/electronic bookings ensure optimal data quality and efficient order processing. ANCOTRANS' prices are based on orders being created via ANCOTRANS' web portal or via a direct integration. Manual bookings are therefore



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subject to a fee.

DETENTION, DEMURRAGE AND CLAIMS

All parties have an interest in being cooperative in limiting the costs of detention, demurrage and claims in general. This means, among other things, that claims concerning other matters than damage to, depreciation or loss of the goods shall be given within fourteen (14) days from the day which one party knew or ought to have known about circumstances forming the other party's liability.

SET-OFF

Customers hereby agrees not being entitled to set-off, deduct or withhold any amounts owed to ANCOTRANS in connection with services rendered, including set-off against any claim (detention, demurrage and claims etc.) for damages.

DELAYS

ANCOTRANS always report any delays of more than ten (10) minutes and ANCOTRANS do not take responsibility for any costs incurred on ANCOTRANS' customers in connection with these delays.

PICKUP OF CONTAINERS

ANCOTRANS reserve the right to pick up empty containers for export and loaded import containers at depots and terminals up to two (2) business days before delivery. This is done to minimize queues and turnaround times at the terminals, as well as to fully utilize the capacity of trucks and hours fully.

STORAGE OF LOADED CONTAINERS

In cases where customers' requests ANCOTRANS to store a container for later delivery to recipient of the ANCOTRANS customer, or delivery to the terminal, agreements with customers shall be deemed to relate to a storage agreement and a transport agreement, respectively. For the purpose of fulfilling the storage agreement, ANCOTRANS is entitled to use a storage facility that ANCOTRANS deems suitable for the purpose. Storage of containers in these cases is at customers risk and at customers expense, and ANCOTRANS bears no responsibility for damage to or loss of goods or any other damage during such storage.

If transports without prior agreement cannot be completed with delivery of containers to recipients, without this being due to ANCOTRANS' circumstances, ANCOTRANS is entitled to complete the transports and store containers. ANCOTRANS is entitled to use a storage facility that ANCOTRANS deems suitable for the purpose. Storage of containers in these cases is at customers risk and at customers expense, and ANCOTRANS bears no responsibility for damage to or loss of goods or any other damage during such storage.

CONTAINER STANDARDS/PICK UP INSPECTIONS

When ANCOTRANS pick up empty containers (not sideloader) all drivers will visually inspect the container by opening it and looking into the container to ensure that there are no visible faults, defects and/or holes. The inspection is subject to the circumstances of the given time of inspection and is made from the backend of the container. ANCOTRANS is not liable to whether the container complies with the standard agreed upon by the terminal, the shipping line and the transport buyer. This also applies for to odor nuisances and the seasonal challenges with e.g., condensation as well as small flies and insects that may occur after the container is dispatched from the terminal/depot. ANCOTRANS' standard prices include fifteen (15) minutes per container expedition time at the German terminals. If the container is assessed by ANCOTRANS' drivers or recipients, not to comply with the desired standard, the customer will have to expect waiting time at the terminal as well as costs for any extra trucking. When transporting reefer units, it is the customers responsibility to make sure that the reefer container is correctly calibrated in temperature during both pick-up and delivery at the terminals. Regarding pick-up of loaded containers in the terminals ANCOTRANS will assess if the container can be transported within the rules and regulations for road transport.

CONTAINER CONDITION, LOOSE PARTS ETC.

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It is the responsibility of customers and/or terminal that containers are in such a condition that there is no risk of parts falling off any containers during transport. This also means that it is customers responsibility that there are no loose objects on the roof of any containers including waste, snow and ice. A driver may at any time reject a container at the terminal as well as at the customer if there is a risk of parts falling off the container roof.

SEAL

It is shippers' responsibility that containers are properly closed and sealed after loading or partial loading. ANCOTRANS may, at customers request, place a seal on containers, however shipper must ensure that containers are correctly closed and sealed before departure. Associated costs will be charged to shipper. It is shippers' responsibility to ensure that the seal number in B/L is correct and corresponds to what is attached to containers. ANCOTRANS cannot be held responsible for any key or system errors related to forwarding the seal number. Please be aware that some terminals do not issue any interchange with seal number in connection to the control of the seal number. ANCOTRANS is providing high security seals as well. There are separate surcharges per seal.

DOCUMENT MANAGEMENT INCLUDING CUSTOMS DUTIES, -DOCUMENTS AND CERTIFICATES

ANCOTRANS follows the customs paperwork and clearance procedures instructed by ANCOTRANS' customers. Unless a prior written agreement/dialogue has been agreed to, ANCOTRANS does not undertake to carry out customs duties, to handle customs documents or certificates relating to the goods, including any compliance with customs procedures and other procedures involving the use of documents and certificates. The assignment of documents or certificates to ANCOTRANS shall not be considered as such an express prior agreement.

Ancotrans shall not be liable for claims relating to customs duties, VAT, taxes and requirements relating to the use of certificates and documents in the absence of such express prior agreement. If an agreement has been concluded, ANCOTRANS' liability shall in all cases be limited to the direct loss caused by ANCOTRANS's negligence. ANCOTRANS bears no responsibility for indirect or consequential loss, loss of market share, etc. In the event of loss of documents and certificates, ANCOTRANS' liability may in no case exceed EUR 1.000.

According to customs legislation, import containers may not be opened and the goods put into use until the person, who has made the customs clearance, has checked via the customs system that the customs clearance and goods have been presented to the customs authorities, and the actual arrival has been stated in the customs declaration. ANCOTRANS refers to the border freight forwarders for the preparation of customs documents, and here the information must be submitted to the border freight forwarder no later than four (4) working days before delivery for import containers and one (1) working day before for export containers, so that ANCOTRANS can receive the customs information no later than two (2) working days before delivery for import containers and one (1) working day before for export containers.

INSURANCE

ANCOTRANS certificates of freight forwarders liability insurance and third-party public and product liability insurance are available for download at ancotrans.com.

FORCE MAJEURE

If external events of an unusual nature and outside of a ANCOTRANS's reasonable control mean that the fulfilment of the agreement is impossible, or imposes on ANCOTRANS a burden which is unreasonable in its circumstances, ANCOTRANS is not liable for any loss or damage caused by such events, and shall be exempt from fulfilling the agreement until the events preventing or delaying the ANCOTRANS' fulfilment of the agreement may be overcome, including as a consequence of pandemics, industrial conflicts (strikes or lockouts), fire, war, terrorism, natural disasters, public seizure, and bans on import or export, restrictions in social gathering, interruptions or failure in power supply, interruptions or failure in public IT systems and public communications systems, IT-virus or cyberattack in ANCOTRANS or ANCOTRANS' subcontractors IT-system.

ANCOTRANS must without undue delay give written notice to the other contractual party of the occurrence and termination of such events.



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Irrespective of what may otherwise follow from any agreement, ANCOTRANS may always terminate any agreement without notice if it is obvious that the obstacle or delay as a consequence of the events specified in this clause will last longer than fourteen (14) days.

CHANGES IN FUNDAMENTAL CONDITIONS

If the fundamental conditions for a formation of agreement are altered resulting in the fulfilment of a contractual obligation becoming extensively onerous to ANCOTRANS, but without it being characterized as force majeure, this entitles ANCOTRANS to request a renegotiation of the agreement or specific provisions therein. ANCOTRANS may be entitled to request renegotiation of an agreement or specific provisions therein, if the oil prices rise to an extent that makes it onerous to ANCOTRANS to solely adjust the oil price on a monthly basis, which would otherwise be customary. If the parties in connection with a renegotiation cannot agree on an alteration of the agreement or specific provisions therein, ANCOTRANS is entitled to terminate the agreement without prior notice.

FURTHER REGARDING STANDARD TERMS AND CONDITIONS

For international cross-border road transport, the CMR-Convention or equivalent domestic law applies to the extent that the rules contained herein are mandatory.

The terms can be read in full on ancotrans.com.