SOVEREIGN

GTC

Sovereign Speed FRA GmbH (As of September 21, 2020)

Sovereign Speed FRA GmbH

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Germany
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Management
Daniel Zander, Michael Müller-Engel

Registration Office
County court Darmstadt, Germany
HRB 94769

USt-IdNo.
DE815592476

Court of jurisdiction is Kelsterbach, Germany.

The general terms and conditions of trade of Sovereign Speed FRA GmbH apply.

General Terms and Conditions of Trade of Sovereign Speed FRA GmbH

1. Orders will only be deemed to have been accepted when Sovereign Speed FRA GmbH has confirmed them in writing.

2. Sovereign Speed FRA GmbH's receivables will be due for payment immediately after the receipt of the invoice. The customer will automatically be deemed to be in default if Sovereign Speed FRA GmbH does not receive payments within 30 days after their due date. Invoice complaints must be received in writing within 14 days after the customer receives the invoice and must be submitted exclusively to the accounting department of Sovereign Speed FRA GmbH in Hamburg. If individual items on invoices issued by Sovereign Speed FRA GmbH are contested, the other undisputed invoice items will still be payable.

3. Customers should note that with regard to national transportation Sovereign Speed FRA GmbH operates exclusively in accordance with the applicable freight law, and with regard to international road transportation exclusively in accordance with the CMR. For air shipments, liability will be determined based on the Warsaw Convention or the Montreal Convention. More far-reaching liability exceeding the maximum statutory limits of liability will not be accepted by Sovereign Speed FRA GmbH.

4. Sovereign Speed FRA GmbH will not be liable for damage which directly or indirectly results from compliance with laws, governmental regulations, decrees or requirements or any other event which lies outside Sovereign Speed FRA GmbH's sphere of influence. This particularly applies to the manual opening of air shipments when the result of an x-ray examination is unclear.

5. Sovereign Speed FRA GmbH will not accept any transportation orders concerning the following goods: nuclear fuels, radioactive substances and hazardous goods (if they exceed the legally permitted exemption limits), arms and ammunition (except for hunting and sports weapons and ammunition), drugs which are subject to the Act on Narcotic Drugs Trafficking (the opium act) of 10 December 1969, as amended, live animals, tobacco products, cigarettes and motor vehicles. Sovereign Speed FRA GmbH will also refuse to accept transportation orders for particularly valuable goods and/or goods with an inherent risk of theft with a total value per shipment exceeding EUR 10,000.00 (in words: ten thousand euros), particularly mobile phones, works of art, securities, gems, genuine pearls, jewellery, money, coins, documents, deeds, antiques, stamps or other tokens, cheque cards or credit cards, valid telephone cards or other means of payment, as well as unique items of any kind. The principal/shipper can only hand over these excluded goods to Sovereign Speed FRA GmbH if a separate written agreement is concluded in advance to that effect between it and Sovereign Speed FRA GmbH, for example the shipment of those goods with special security measures following the conclusion of a separate individual insurance policy, as a special transport or as hazardous materials. Sovereign Speed FRA GmbH will not be liable for the loss and/or damage of goods which are handed over for transportation contrary to the above exclusion. Sovereign Speed FRA GmbH is not obliged to check goods to be transported with regard to whether they are subject to the exclusion.

6. Customers/principals must explicitly notify us, not later than the order enquiry and again when they place their order, if the goods to be transported are "non-EU goods" (non-Community goods).

7. Pursuant to EU directives in conjunction with the respective national regulations and procedural guidelines of the Department for Transport (DFT), besides inspection using x-ray devices manual searching of goods and freight (physical inspection) is also permitted. If it is not possible to examine a shipment with the x-ray equipment or if the examination fails to return a clear result (e.g. a “black alert”), a physical inspection can be carried out, provided that the nature of the goods permits it and the inspecting authority is likely to achieve a precise and reliable result through such an inspection. Sovereign Speed FRA GmbH therefore reserves the right to subject shipments sent by air freight via its transport route to a security inspection. This may take the form of an x-ray examination, manual searching or any other legally permitted inspection method. When a manual search is carried out, the package(s) may be opened by authorised air security inspection personnel, provided that it is necessary for the inspection. A witness will be present during the inspection. The inspection report will be attached to the package(s) after the inspection and the package(s) will then be re-sealed.

8. The parties agree that situations that are not regulated by the CMR or the Warsaw or Montreal Conventions will be subject to the applicable law. The place of jurisdiction is Kelsterbach.

9. Please note the current fuel surcharge before placing your order. The volume/weight ratio amounts to 1:6000 according to the IATA standard. Only for exceptional countries there is a 1:5000 ratio.

10. Sovereign Speed FRA GmbH has the right to assign the claims stemming from its business relationships at any time.

11. Purchase, delivery, payment or business conditions of customers will only apply to the extent that they are not contrary to these General Business Conditions of Sovereign Speed FRA GmbH.