



Sovereign Transport Solutions GmbH
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Management: Daniel Zander

Registration Office: Country Court Hamburg, HRB 124710

USt-IdNr.: gemäß §27 Umsatzsteuergesetz DE286126834

Court of jurisdiction is Hamburg, Germany.

General Terms and Conditions of Trade of Sovereign Transport Solutions GmbH

The general terms and conditions of trade of Sovereign Transport Solutions GmbH apply.

1. Orders shall only be deemed accepted after their written confirmation by Sovereign Transport Solutions GmbH.
2. The remuneration claims of Sovereign Transport Solutions GmbH are due for payment upon receipt of the invoice. Default occurs automatically if Sovereign Transport Solutions GmbH does not receive payments within 30 days after due date. Complaints about invoices must be submitted in writing and exclusively to the accounting department of Sovereign Transport Solutions GmbH in Hamburg within 14 days after receipt of the invoice. A dispute of individual items on Sovereign Transport Solutions GmbH invoices does not negate the due date of the remaining invoice items. Electronic invoicing is deemed to be agreed. (As of August 01, 2022)
3. In the case of national transport, only the regulations of the HGB (German commercial code) apply. For international road transport, only the regulations of the CMR are applicable. In the case of air freight shipments, liability is based on the Warsaw or Montreal Convention. Sovereign Transport Solutions GmbH does not assume any further liability that exceeds the legal limits of liability.
4. Sovereign Transport Solutions GmbH shall not be liable for damage caused directly or indirectly by compliance with laws, governmental regulations, orders or requirements or by any other event beyond



the control of Sovereign Transport Solutions GmbH. This applies in particular to the “manual opening” of air freight consignments in the event of ambiguous X-ray control results.

5. Sovereign Transport Solutions GmbH does not accept any transport orders regarding 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
 - Particularly valuable and/or theft-endangered goods with a total value per shipment of more than EUR 10,000.00 (in words: ten thousand euros). Specifically, these are affected: mobile phones, works of art, valuables, precious stones, genuine pearls, jewellery, money, coins, documents, certificates, antiques, securities, stamps or other tokens, cheque cards, credit cards, valid telephone cards or other means of payment as well as unique items of any kind. These excluded goods may only be handed over to Sovereign Transport Solutions GmbH by the client/consignor if a separate written agreement between Sovereign Transport Solutions GmbH and the client/consignor has been concluded beforehand, e.g. regarding the shipment of these goods under special security measures, after conclusion of a separate individual insurance, as special transport or as dangerous goods. Sovereign Transport Solutions GmbH is not liable for loss and/or damage of goods that have been handed over for transport contrary to the above exclusion of transport. Sovereign Transport Solutions GmbH is not obliged to check the goods for transport exclusion.
6. If the goods to be transported are so-called non-EU goods (non-Community goods), the customer/client must expressly inform us of this at the latest when enquiring about the order and again when placing the order.
7. In accordance with EU regulations in conjunction with the respective national regulations, as well as procedural instructions from the German Federal Office of Civil Aviation (LBA), in addition to checks using X-ray equipment, the manual search of goods and freight (physical inspection) is also permitted. If it is not possible to check the consignment with an X-ray machine or if it does not provide a clear result (e.g. “black alarm”), a physical check may be carried out if the nature of the goods allows it and if it is likely to give an accurate and reliable result to the inspection staff. Therefore Sovereign Transport Solutions GmbH reserves the right to subject shipments sent by air freight on their transport route to a security check. This can be done by x-ray inspection, manual search or any other legally approved inspection method. In the case of a manual search, the



package(s) may be opened by accredited aviation security screeners to the extent necessary for screening. A witness is present during the inspection, the inspection report is attached to the package(s) after the inspection, the package(s) is (are) subsequently resealed.

8. For matters not regulated by the CMR or by the Warsaw or Montreal Convention, German law shall be deemed agreed. The place of jurisdiction for all disputes arising from matters in which Sovereign Transport Solutions GmbH is involved is Hamburg.
9. Please note the current fuel surcharge before placing an order. The dimensional weight ratio is 1:6000 according to IATA standard and in exceptional cases 1:5000.
10. Sovereign Transport Solutions GmbH is entitled at any time to assign the claims arising from its business relations.
11. Purchase / delivery / payment / business conditions of customers are only valid insofar as they do not contradict these General Terms and Conditions of Sovereign Transport Solutions GmbH.
12. All dates agreed with Sovereign Transport Solutions GmbH are based on calculations based on normal external conditions/circumstances. If deadlines cannot be met due to external circumstances (e.g. due to bad weather conditions such as snow, black ice or lack of police escort, other sovereign and higher powers), Sovereign Transport Solutions GmbH is not liable for resulting delays in delivery. In these cases Sovereign Transport Solutions GmbH reserves the right to charge additional costs for the additional transport time.
13. The standard terms and conditions of the Allgemeinen Deutschen Spediteurbedingungen 2017 – ADSp 2017 (German freight forwarders terms of conditions) are deemed to be agreed – Note: The ADSp 2017 deviates from the law in paragraph 23 with regard to the maximum amount of liability for damage to goods (§ 431 HGB) by limiting liability in the case of multimodal transports, including sea transport, and in the case of unknown place of damage to 2 SDR/kg and, in addition, the standard liability of 8.33 SDR/kg additionally to 1.25 million euros per claim and 2.5 million euros per claim, but at least 2 SDR/kg. By way of derogation, in the heavy-goods sector, the conditions of the BSK (German association for the shipment of heavy goods and crane work) apply.