



## General terms and conditions for clients of

BS Transport GmbH, FN 89753s, Bürgeraustraße 46 a, 9900 Lienz

30.9.2024

1. We take into account or must permanently observe **national and international requirements** (e.g. embargo measures), our contractual relationship with the client is therefore subject to this reservation. It is the **sole responsibility of the client** to comply with these requirements and other foreign trade law obligations and, if necessary, to inform us of them in writing. We are not obliged to check such legal requirements and obligations; this is the sole responsibility of the client, who must indemnify us and hold us harmless. Furthermore, only the client, and not us, is liable for the security of the supply chain.
2. **We do not transport the following goods:** precious metals, coins, jewels, precious stones, money or other means of payment, securities of all kinds, documents, certificates, temperature-dependent medicines, weapons, ammunition, live animals, hazardous substances with special storage requirements (e.g. substances hazardous to water).
3. The customer is solely responsible for the proper **packaging of the goods**. Open goods must be properly planned by the customer.  
We will only take back **packaging** and **pallets** and exchange pallets if this has been agreed in writing in advance and is paid for separately.
4. If the customer requires **original documents** for the transport order, we will send them as soon as possible. Payment of open invoices is independent of the transmission of the original documents.
5. We only accept **fixed dates** if we have explicitly accepted and confirmed them in writing.
6. In the event of a **freight failure** that is the fault of the client and is not reported to us in a timely manner, we will pass on the costs incurred. If the freight failure occurs on the day of loading, this is 100% of the costs, and 90% on the day before.
7. All our prices are **net prices without VAT**.  
In the event of **late payment**, we charge the current statutory default interest rate of 9.2 percentage points above the base interest rate. Since January 1, 2024, this has been 13.08%

(3.88 + 9.2 percentage points) and, in addition, EUR 40.00 per reminder letter issued in accordance with Section 458 of the Austrian Commercial Code.

8. If a **insurance claim** occurs, the client must inform us immediately (also in writing) and submit all necessary documents. The claim is then submitted to the insurance company and processed. There is a **prohibition on offsetting damage invoices with our normal freight invoices**, as these are processed separately.

The goods handed over to us will only be insured if the client orders this in writing before the goods are handed over to us. The client bears the costs of the insurance.

9. The customer must inform us of the exact value of the goods in advance for each order. We are **liable** exclusively on the basis of the AÖSp (General Austrian Freight Forwarders' Conditions) and CMR ("Convention relative au contrat de transport international de marchandises par route", in English: "International Agreement on Contracts for the Carriage of Goods by Road") and our liability is limited to EUR 600,000.
10. We reserve the right to **reload** the goods and/or use **subcontractors** if absolutely necessary.
11. The **local and subject-matter jurisdiction of the Regional Court of Klagenfurt** is agreed..