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AIRFREIGHT T&C

Terms & Condition + Country Remarks

Airfreight: Terms & Conditions

- 1 This offer from Kuehne + Nagel is based on the following Terms and Conditions. Exceptions to any of these conditions may be proposed by the Customer. Acceptance is subject to Kuehne + Nagel's explicit agreement in writing.
- 2 The pricing, services, or company information provided in this quotation is confidential and strictly for the benefit of the addressee, in the following referred to as the "customer". The contents may not be shared, copied, transmitted or discussed with any other companies, persons or entities without prior written consent from Kuehne + Nagel.
- 3 The pricing, services, or company information provided in this quotation strictly applies for the benefit of the Customer and their legal subsidiaries. No other third party can benefit and / or use the quotation.
- 4 The pricing offered as part of this tender response expires 24 hours after the customer's award date stated in the original RFQ document. If no award date has been advised, the offer expires after 90 days. For additional rounds and processes that extend beyond this date, Kuehne + Nagel reserves the right to review and resubmit. Kuehne + Nagel also reserves the right to make necessary corrections in the event of any data entry errors.
- 5 The pricing provided is based upon a full award basis by lane and Kuehne + Nagel reserves the right to vary the quotation subject to a partial award.
- 6 All cargo and transactions have to be within applicable legal limits, incl. but not limited to full compliance to any applicable trade control restrictions, sanctions, embargoes, etc., and required export, transit and import licenses and permits must be in place; and every transaction is subject to ultimate carrier approval.
- 7 The transportation of Dangerous Goods (as defined by IATA) needs to have an individual agreement. Dangerous Goods need to be packed, marked and supplied by the customer with relevant documentation for the carriage on the individual applicable means of transport by the shipper, who is fully liable for any failure and occurring claims, losses and damages of any kind.
- 8 All services are subject to equipment availability and carrier capacity, including but not limited to special container equipment.
- 9 Kuehne + Nagel has no obligation to take back packaging material. If Kuehne + Nagel still does, the relevant local rules and regulations apply and all occurring expenses are for the account of the customer.
- 10 The quote is based on lower deck movement only, unless stated otherwise.
- 11 Air freight charges are based on actual or dimensional weight, whichever is greater. Dimensional weight is based on the industry standard of a 1:6 dim factor, unless otherwise agreed in writing.
- 12 Fuel and security charges are subject to fluctuations and re-validation at time of implementation. Current levels at date of submission have been stated. Fuel and security charges are offered on chargeable or actual weight depending on the underlying carrier and route.
- 13 Rates apply to general cargo only - excluding Dangerous Goods, perishables, valuables, temperature controlled, and oversized, over-length, non-stackable or out-of-gauge cargo, unless explicitly mentioned in the offer.
- 14 Any fee or charge imposed by any government agency, carrier (e.g. war risk surcharge), or other third party above and beyond the enclosed will be billed as per outlay, including duties and taxes. This may also include, among others, customs related fees billed as a percentage of the CIF value and Ad Valorem charges, and any government imposed warehousing or storage fees.
- 15 Kuehne + Nagel's quotations include all common charges based on regular transportation course. However, unless explicitly stated otherwise in the individual quotation, this does not include special charges, such as but not limited to, insurance premiums, customs clearance and/or inspection charges at origin and destination, duties and taxes, road toll fees, postage or courier fees, consulate charges, legalization expenses, storage charges, heavy lift charges.

- 16 Choice of underlying carrier is at Kuehne + Nagel's discretion, unless specific carriers are requested and agreed upon. Carriers, frequency and transit times are subject to change without prior notice due to carrier capacity and availability. Further, transit times, and schedules do not include periods due to extraordinary events such as but not limited to for example waiting times for customs inspections. Transit times are provided based on pick up being counted as day 0.
- 17 Unknown Shippers are subject to current TSA security procedures and regulations. All charges are based on "Known Shipper Status" where applicable. Due to increasing global security concerns (i.e. US Customs "CBP" mandatory shipment declaration with accurate advanced descriptions of goods), inaccurate or false description of goods, might lead to substantial financial penalties for the customer and related subsidiaries. Therefore, a complete and accurate description of goods is essential. X-ray and/or accessorial charges for unknown shippers are not included and will be charged as per outlay.
- 18 In the event of any single or cumulative rate/currency fluctuation of plus or minus five percent (5%) or more, Kuehne + Nagel would approach the customer to suggest and discuss service or rate alternatives.
- 19 Our H/AWBs are all issued in the local currency of the origin country. However, in some countries we may adopt a different currency depending on the majority of the buying conditions in place. Invoices at origin will be raised in the respective currency. If needed the conversion is done as customary in the national markets. Invoices at destination will be raised in the buying currency of the destination country and they will be converted on the basis of the Kuehne + Nagel clearing rate, unless explicitly stated otherwise in the quotation. Should we be requested to offer our services in one global currency (i.e. USD) that will only be done for comparison purposes, but will not lead to any other billing method than described above.
- 20 Kuehne + Nagel standard payments terms are 30 days from date of invoice, provided the customer has passed the necessary credit preconditions. Any variance to these credit terms is to be discussed at the time of contract signing should Kuehne + Nagel be successful in its proposal. Notwithstanding the aforementioned invoices for tax and duty outlays are due immediately and are subject to outlay fees. Overdue payments attract at least 1.5 percent interest per month, and may be as high as 5 percent, depending on the respective market. The customer is not allowed to set off or counterclaim.
- 21 All pricing provided is based on established EDI connections between Kuehne + Nagel and the customer.
- 22 To the extent mandatorily applicable, Kuehne + Nagel's obligations and liabilities are governed by international transport conventions (e.g. the Montreal Convention or the Warsaw Convention) or local laws. Outside the scope of mandatory applicability of the above mentioned Kuehne + Nagel provides all services subject to the obligations and liabilities laid down in the respective standard trading conditions adopted in the relevant country. For detailed information about the applicable set of standard trading conditions please check under <https://home.kuehne-nagel.com/-/services/air-freight/terms-conditions>
- 23 To the extent a contract exists between Kuehne + Nagel and the intended recipient of the quote, the terms and conditions of said contract will apply in lieu of the above terms and conditions
- 24 The Offer is based on regular operation and normal market situation only. In case of any extraordinary event or circumstance beyond its reasonable control, including, but not limited to, disruptive events by natural causes, nuclear, chemical or biological contamination, acts of God, strikes, lockouts, riots, terrorism (or restrictions related thereto), piracy, acts and threats of war, the outbreak or continuation of an epidemic or pandemic, such as SARS-Cov-2, Kuehne + Nagel, in its sole discretion but acting reasonable, reserves the right to (wholly or partly): (a) suspend the Offer, and/or (b) withdraw from the Offer, and/or (c), after consultation with the customer, adjust the Offer to comply with then applicable market rates and circumstances.

The term "Offer" when used in this terms and conditions shall include, without limitation, any quoted pricing, rates, charges, services, lead times and related topics, subject to available carrier capacities.