



## Terms and Conditions

### European Intermodal Solutions GmbH

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#### Provider details

European Intermodal Solutions GmbH, hereinafter EIS

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Notice These terms apply exclusively to entrepreneurs within the meaning of section 14 German Civil Code

#### 1. Scope and basis

1.1 These Terms and Conditions apply to all contracts of carriage, agency and procurement transactions, forwarding orders and logistics services, in particular Operations Execution Desk services, that EIS concludes with its clients.

1.2 EIS contracts exclusively with entrepreneurs within the meaning of section 14 German Civil Code. Consumers within the meaning of section 13 German Civil Code are not contracting parties.

1.3 Conflicting or deviating terms of the client shall not become part of the contract even if EIS does not expressly object or performs without reservation. Any applicability of client terms requires explicit confirmation in text form.

1.4 Text form within the meaning of these Terms corresponds to section 126b German Civil Code and includes in particular E Mail.

1.5 If and to the extent EIS acts as a freight forwarder in its own name and unless these Terms provide otherwise, the General German Freight Forwarders Conditions 2017, ADSp 2017, shall apply in addition. The client may request the ADSp 2017 text from EIS.

1.6 Liability notice ADSp 2017 The ADSp 2017 deviate in clause 23 from statutory liability limits for loss or damage to goods under section 431 German Commercial Code. In particular, liability for multimodal transports including sea carriage and for unknown place of loss is limited to 2 SDR per kilogram and otherwise the standard liability of 8.33 SDR per kilogram is additionally capped at 1.25 million euros per loss event and 2.5 million euros per series of loss events, but at least 2 SDR per kilogram.

#### 2. Contract formation and communication

2.1 Offers issued by EIS are non binding unless expressly designated as binding. A contract is concluded by confirmation in text form or by commencement of performance.

2.2 The client ensures that the designated communication channels remain reachable during order processing. Instructions, approvals and budget decisions are to be provided in text form unless compelling reasons prevent this.

2.3 Instructions that exceed the agreed budget or scope require the client approval in text form before implementation unless there is imminent danger.

2.4 In case of imminent danger EIS is entitled to take reasonable measures in the presumed interest of the client to avert impending damage. EIS will inform the client without undue delay about the measure and the cost impact.

### **3. Service profile and role allocation**

3.1 Operations Execution Desk EIS acts as a neutral partner for the operational control, monitoring and coordination of transports in seaport and hinterland traffic by truck, rail and inland waterway. The core service is interface management, information management, exception handling and escalation steering.

3.2 Governance of the role model The parties determine the role of EIS based on the offer and the remuneration structure.

3.2.1 Agency model as standard case If EIS invoices a management fee and third party charges separately or engages third parties transparently in the name and for the account of the client, EIS acts as an agent and procurement service provider. In this model EIS does not owe carriage as its own performance but coordination and procurement.

3.2.2 Forwarding model as exception If EIS acts in its own name, the statutory provisions of the German Commercial Code apply and the ADSp 2017 apply in addition.

3.2.3 Fixed cost forwarding If EIS agrees flat transport prices that include the cost of carriage, a fixed cost forwarding contract within the meaning of section 459 German Commercial Code may apply. In such case the statutory provisions for fixed cost forwarding apply and the ADSp 2017 apply in addition to the extent validly incorporated and permitted.

3.2.4 Clarification The parties aim for the agency model if the offer shows the EIS remuneration and third party charges separately. Deviations require an explicit agreement in text form.

3.3 Duties in the agency model EIS owes careful selection, instruction and supervision of performing service providers and proactive escalation management. EIS is liable for its own breaches of duty, in particular organisational fault and fault in selection and instruction. EIS is liable for performance failures of engaged carriers only in case of proven own fault.

3.4 Subcontractors and equipment EIS does not operate its own fleet and does not own its own transport equipment. Physical performance is carried out by suitable subcontractors or operators.

3.5 Client protection EIS undertakes not to actively solicit shippers or consignees of the client that became known to EIS exclusively through order processing during the business relationship and for twelve months thereafter. Passive inquiries and publicly announced tenders remain unaffected.

### **4. Client duties and cooperation obligations**

4.1 The client warrants the accuracy and completeness of all data provided, in particular type of goods, weights, dimensions, dangerous goods classification, customs status, deadlines, approvals and documents.

4.2 SOLAS verified gross mass and dangerous goods The client is responsible for the correctness of SOLAS VGM and the complete declaration of dangerous goods. EIS does not conduct physical inspections. Plausibility checks are limited to obvious inconsistencies.

4.3 Customs and authorities The client ensures that goods and documents are ready for customs and authority clearance. Delays due to inspections or missing documents are borne by the client unless EIS is at fault.

4.4 Delay in cooperation If the client fails to cooperate or provides information late, the client bears any resulting additional costs, in particular demurrage, storage costs, repositions, additional trips, waiting times and rescheduling.

## **5. Prices, ancillary costs and cost adjustment**

5.1 Unless otherwise agreed, offers are net rates plus value added tax.

5.2 Ancillary costs Demurrage, detention, storage, terminal charges, waiting times and comparable items are not included in freight rates unless expressly agreed in text form as all in including demurrage and detention. Such costs are passed through as third party charges as incurred to the extent they are not caused by fault of EIS. Upon request EIS will provide suitable evidence or supporting documents.

5.3 Cost adjustment EIS is entitled to pass on increases of external cost elements occurring after contract conclusion, in particular fuel, tolls, energy surcharges, rail power and terminal charges, in a verifiable amount. Upon request EIS will provide the change and its calculation impact on the affected order in text form.

5.4 Special termination right If a cost adjustment under clause 5.3 increases the total price of the affected order by more than 10 percent, the client may terminate the affected order within five working days after notice in text form. In such case services already rendered must be paid and advanced third party costs and unavoidable expenses must be reimbursed.

## **6. Invoicing and payment terms**

6.1 Invoices are due immediately upon receipt without deduction unless another payment term has been agreed.

6.2 Set off is permitted only with undisputed or finally adjudicated claims.

6.3 EIS is entitled to request reasonable advances or security if justified by risk profile and order scope.

## **7. Performance timelines, dates and disruptions**

7.1 Delivery dates and transit times are planning values and not guaranteed fixed dates unless expressly agreed in text form as a fixed date transaction.

7.2 EIS is not liable for delays caused by congestion at seaport or inland terminals, strikes, force majeure or governmental interventions provided that EIS is not responsible for the delay. EIS informs the client about identified disruptions and initiates reasonable measures to the extent possible within the agreed budget and decision paths.

## **8. Lien and right of retention**

8.1 EIS has a lien and a right of retention for all due claims arising from the business relationship on goods and related documents within its control.

8.2 The exercise of the lien and any sale by pledge are governed by the statutory provisions and the ADSp 2017 to the extent applicable.

8.3 The client may avert the exercise of the lien by providing an equivalent security.

## **9. Liability**

9.1 Unless mandatory statutory provisions provide otherwise, liability of EIS is governed by the ADSp 2017 to the extent validly incorporated and by the German Commercial Code to the extent applicable.

9.2 Exclusion of indirect damages To the extent permitted by law, EIS is not liable for indirect damages, lost profit or production stoppage. This does not apply in cases of intent or gross negligence and does not apply to injury to life, body or health.

9.3 In case of slight negligence and breach of essential contractual duties, liability is limited to the typical and foreseeable damage.

9.4 Claims under mandatory liability regimes remain unaffected.

## **10. Limitation and claims notification**

10.1 Claims against EIS are generally time barred after one year from delivery to the extent permitted by law. In cases of intent the statutory limitation period applies.

10.2 Notice of damage Apparent damages must be notified immediately upon delivery. Non apparent damages must be notified in text form within seven days after delivery. Claims for exceeding the delivery period must be notified within twenty one days after delivery.

## **11. Governing law and jurisdiction**

11.1 German law applies. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

11.2 Jurisdiction for all disputes arising out of or in connection with the contractual relationship is Hamburg provided that the client is a merchant, a legal entity under public law or a special fund under public law. EIS remains entitled to sue the client at its general place of jurisdiction.

## **12. Confidentiality, data protection and compliance**

12.1 Both parties treat non public information of the other party as confidential, in particular prices, processes, client data, routes and service provider lists.

12.2 If EIS processes personal data, this is done in accordance with applicable data protection laws. Details are set out in the EIS privacy notice.

12.3 The client warrants that shipments, documents and payment flows do not violate applicable sanctions, export control or embargo rules. EIS is entitled to suspend services in case of justified suspicion until clarification is achieved.

## **13. Final provisions**

13.1 If any provision of these Terms is or becomes invalid, the validity of the remaining provisions remains unaffected.