



Cargo

General Terms and Conditions for Offers

Section	Clause	Reference Link
1. Offer Validity and Booking Requirement	<p>Our Offer may change due to market conditions. DB Cargo Eurasia GmbH reserves the right to update the conditions with advance written notice of 14 days, especially the prices, if the CIS/EU rail prices change.</p> <p>Bookings must be submitted in writing using the designated booking form. By placing a booking, the customer confirms full acceptance of the present General Terms and Conditions.</p>	
2. Applicable Legal Framework	<p>We work exclusively according to the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017). Note: Section 23 of the ADSp 2017 deviates from the law by limiting liability for multimodal transports including sea transport and in the event of an unknown place of damage to 2 SDR/kg, and otherwise to 8.33 SDR/kg, with a cap at 1.25 million EUR per claim and 2.5 million EUR per event, but at least 2 SDR/kg.</p>	ADSp2017
3. Compliance and Regulatory Responsibility	<p>Acceptance of the offer activates it and is subject to the Code of Conduct + Compliance Clauses, available on the website of DB Cargo Eurasia GmbH.</p> <p>The customer is responsible for ensuring that the goods comply with applicable sanctions and hold all required shipping documents in correct form (e.g. HS Code, commercial invoice, the export declaration etc.), certificates, and permits.</p> <p>DB Cargo Eurasia GmbH assumes no responsibility for any consequences or costs arising from the customer's failure to meet these obligations.</p>	Code of Conduct + Compliance Clauses



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4. Insurance Responsibility	<p>DB Cargo Eurasia GmbH, in its role as a freight forwarder, maintains liability insurance only.</p> <p>If the customer requires cargo insurance for the transported goods, they must arrange such insurance independently.</p>	
5. Pricing Conditions and Surcharges	<p>Rates are subject to PSS (Peak Season Surcharge) and/or GRI (General Rate Increase) and do not include cargo insurance.</p> <p>All prices are net prices and apply per container. Depending on the type of service and the country in which the service recipient is based, value-added tax (VAT) may be added. Prices are quoted in USD (\$) or EUR (€).</p> <p>The prices are based on the assumption that transportation conditions, freight rates, tariffs, and other relevant cost structures remain stable. In the event of significant changes to these factors, DB Cargo Eurasia GmbH reserves the right to adjust the prices accordingly.</p>	
6. Payment	<p>Payment Deadline The customer shall pay the invoice within the agreed payment period, counting from the invoice date (as specified on the invoice itself).</p> <p>Payment Conditions Payments must be made without any deductions for taxes, duties, charges, or levies under the laws of any applicable jurisdiction. If any withholding is required, the customer shall gross up the payment to ensure DB Cargo Eurasia GmbH receives the full amount specified. The customer shall bear all bank charges and processing costs, using the "OUR" option for payments.</p>	



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6. Payment	<p>Late Payment and Liquidated Damages If the customer makes a late payment or fails to pay DBCE in full within the agreed payment term without valid justification, DBCE shall have the right to claim liquidated damages for the overdue amount at a rate of nine percentage points above the basic rate of interest according to Section 288(2) of the German Civil Code (BGB). The calculation period for such liquidated damages shall begin on the date the payment became due and end on the date it is fully settled.</p> <p>Additional Measures In addition to the right to claim liquidated damages, DBCE shall be entitled to take further measures at its discretion, including but not limited to reminders, withdrawal from the Contract, exercise of liens, requests for arbitration, and initiation of litigation, until the customer fully meets all obligations under the contract.</p> <p>In the event of claims by third parties resulting from the retention of documents, goods, or other items taken possession of by the customer, the customer shall bear full responsibility.</p>	<p><u>Section 288(2) of the German Civil Code (BGB)</u></p>
7. Cargo Securing	<p>The customer or its agents/subcontractors are responsible for securing the loaded goods properly.</p>	
8. Terminal Delivery before Train Departure	<p>The customer shall deliver the container to the terminal within the defined time slots. Deliveries outside the agreed time slots may lead to delays and additional charges, which will be passed on to the customer.</p>	
9. Documentation Requirements	<p>All required transport documents (e.g., customs declarations, invoices, packing lists) must be submitted at least 48 hours prior to train departure. Any deviations must be communicated to DB Cargo Eurasia GmbH immediately.</p> <p>For efficient processing, documents must be properly named and submitted either individually or as a compressed ZIP file. Bundling unrelated documents into a single file increases manual effort and may cause delays.</p>	



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10. Additional Costs	<p>In the event that additional costs arise beyond the freight charges (e.g. storage fees, demurrage fees, customs-imposed charges incl. inspection charges, overdue usage of wagon and/or container), such costs shall be passed on to the customer.</p> <p>DB Cargo Eurasia GmbH will provide the customer with a breakdown or supporting evidence of the additional costs via email. The customer must review and respond within 5 working days of receiving the email. If the customer fails to confirm or raise objections within this period, the additional costs shall be deemed accepted and payable without further notice.</p>	