

General Terms and Conditions for Customers

Topic	Applicable Terms/Conditions	Link
1.Offer Validity and Booking Requirement	Our Offer may change due to market conditions. DB Cargo Eurasia GmbH (“DBCE”) reserves the right to update the conditions with advance written notice of 14 days, especially the prices, if the CIS/EU rail prices change. 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.	
2. Estimated Transit Times / Delivery Dates	Any indicated departure, arrival or transit times are non-binding estimates only and, unless expressly agreed otherwise in writing, do not constitute agreed delivery deadlines, binding time commitments or guarantees; actual transit times may differ due to operational, regulatory or other circumstances along the transport chain.	
3.Applicable Legal Framework	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.	ADSp2017

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4. Insurance	Unless expressly agreed otherwise in writing, the agreed freight charges, rates and service fees do not include cargo insurance. DBCE maintains liability insurance for its own forwarding and transport-related liability only. The Customer is responsible for arranging cargo insurance for the transported goods, unless DBCE has expressly accepted in writing to arrange such insurance as a separate service at the Customer's cost.	
5. Compliance and Regulatory Responsibility	5.1 General compliance reference Acceptance of the offer activates it and is subject to the DB Code of Conduct + Compliance Clauses, available on the website of DBCE.	Code of Conduct + Compliance Clauses
5. Compliance and Regulatory Responsibility	5.2 Sanctions and Regulatory Restrictions Shipments entrusted to DBCE may transit through third countries (e.g. Belarus and/or Russia) where sanctions apply or may apply. The customer (consignor) is solely responsible for providing complete, accurate, and timely documentation	Art. 21 CIM and Art. 22 SMGS

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	(including, but not limited to, HS codes, commercial invoices, export declarations, and certificates) and for ensuring compliance with all applicable sanctions, export control laws, and regulations along the entire transport route. DBCE assumes no liability for any consequences arising from non-compliance. If carriage is prevented, delayed, or restricted due to sanctions or regulatory restrictions, DBCE may, at its reasonable discretion, suspend, reroute, or terminate the transport and recover from the customer all resulting costs, including, but not limited to, return transport, storage, demurrage, detention, and additional handling costs.	
5. Compliance and Regulatory Responsibility	5.3 Customs Declarations and Misdeclared Goods The customer (consignor) shall be solely responsible for the accuracy, completeness, and correctness of all declarations. In particular, the customer shall be liable for any consequences arising from: • incorrect, incomplete, or misleading declarations, including failure to declare goods or misclassification (e.g. incorrect HS code); • or any circumstances constituting customs violations or smuggling under applicable laws. If carriage is prevented, delayed, or subject to inspection, seizure, or other measures by	Art. 3, 17, 20 of ADSp 2017

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5. Compliance and Regulatory Responsibility	authorities due to such circumstances, DBCE shall be entitled to suspend or terminate the transport and to recover from the customer all resulting costs, including, but not limited to, return transport, storage, demurrage, detention, additional duties and taxes, and any customs-related administrative, legal, penalty-related expenses.	Art. 21 CIM and Art. 22 SMGS
6. Payment	Payment Deadline The customer shall pay the invoice within the agreed payment period, counting from the invoice date (as specified on the invoice itself). 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 DBCE receives the full amount specified. The customer shall bear all bank charges and processing costs, using the "OUR" option for payments.	
6. Payment	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 becomes due and end on the date it is fully settled.	Section 288(2) of the German Civil Code (BGB)

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	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. 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.	
7. Cargo Securing	The customer or its agents/subcontractors are responsible for securing the loaded goods properly.	
8. Terminal Delivery before Train Departure	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.	
9. Documentation Requirements	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 DBCE immediately. 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.	
10. Additional Costs	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.	

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	DBCE 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.	