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General Terms and Conditions

for forwarding, transport, warehousing and logistics services of RTC Spedition und Logistik GmbH

Version of 25 November 2026 · Translation – the German version prevails

§ 1 Basis

1.1 We work exclusively on the basis of the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017). For logistics services that are not a transport-related contract under clause 2.1 ADSp (e.g. fulfilment, order picking, assembly, labelling, returns handling), the Logistics GTC 2019 (Logistik-AGB 2019) apply in addition. These terms supplement both sets of conditions.

1.2 **Notice: Clause 23 of the ADSp 2017 deviates from the statutory maximum liability for damage to goods (section 431 HGB) by limiting liability for multimodal transport including sea carriage with an unknown place of damage to 2 Special Drawing Rights per kilogram and, in all other cases, limiting the standard liability of 8.33 Special Drawing Rights per kilogram additionally to EUR 1.25 million per claim and EUR 2.5 million per damage event, but not less than 2 Special Drawing Rights per kilogram.**

1.3 These terms apply only to businesses, legal entities under public law and special funds under public law, including all future orders.

1.4 The customer's terms and conditions do not apply, even if we do not object to them or perform without reservation.

1.5 The CMR applies mandatorily to cross-border road transport. The ADSp and these terms apply insofar as the CMR contains no provision.

1.6 We will send the ADSp 2017 and the Logistics GTC 2019 on request. They are also available at www.rtc-spedition.de/agb.

§ 2 Offers and orders

2.1 Our offers are subject to change and valid for 30 days. Prices are based on the customer's information on weight, dimensions, loading metres, loading and unloading points and time windows. If this information is incorrect, we adjust the price.

2.2 The customer places orders in text form. Loading, delivery and vehicle provision times, including for express services, are binding only if we confirm them in text form as fixed dates.

§ 3 Obligations of the customer

3.1 The customer provides the information required under clause 3 ADSp, in particular on dangerous goods (UN number, class, packing group), value of goods, temperature control, theft risk and customs and export data.

3.2 The customer notifies us in text form before placing the order of valuable goods (EUR 100 per kilogram or more, clause 1.17 ADSp), goods at risk of theft and consignments with a value of goods above EUR 50,000. We may refuse such orders or require surcharges and security measures.

3.3 Unless expressly agreed, we do not transport or store: money, securities, precious metals, jewellery, works of art, live animals, weapons and ammunition, narcotics, waste and household removal goods.

3.4 Packaging, marking and loading safe for transport are the customer's responsibility (sections 411, 412 HGB, clause 6 ADSp). If our driver helps with loading, the driver acts on the customer's instructions; the customer remains responsible.

3.5 The customer warrants that the goods, sender and consignee are not subject to EU or German sanctions or export restrictions. In the event of reasonable suspicion, we may refuse or suspend the order without liability.

§ 4 Loading and unloading times, demurrage

4.1 Clause 11 ADSp applies: For full loads with vehicles of 40 tonnes gross vehicle weight, a maximum of 2 hours per loading and per unloading is included. For smaller vehicles: up to 3.5 tonnes 30 minutes, 7.5 to 18 tonnes 1 hour.

4.2 We charge waiting time beyond this as demurrage in accordance with our current price list.

§ 5 Remuneration and price adjustment

5.1 All prices are net prices plus statutory VAT. Tolls and fuel are included unless otherwise stated in the offer.

5.2 Fuel surcharge: The basis is the index for diesel fuel supplied to large consumers published by the German Federal Statistical Office (Destatis). If the monthly value changes by more than 5 % compared with the base month stated in the offer, we adjust the fuel share of the freight of 25 % in the same proportion, upwards and downwards.

5.3 If statutory costs (tolls, CO2 price, minimum wage) increase after conclusion of the contract, we pass on the additional costs in the proven amount.

5.4 The following in particular are charged separately: waiting time, tail lift, delivery notification, pallet exchange, customs handling, dangerous goods, night, weekend and public holiday services and empty runs. We owe a pallet exchange only if expressly agreed (clause 4 ADSp).

§ 6 Cancellation

6.1 Cancellation by the customer up to 24 hours before the agreed loading date is free of charge. For later cancellation we charge 50 % of the agreed freight. If the vehicle is already on its way to the loading point or the order is an express service, we charge the full freight less saved expenses (section 415 (2) HGB). The customer may prove that less damage was incurred.

6.2 If the goods are not ready for loading when the vehicle arrives, clause 6.1 applies accordingly; demurrage is charged in addition.

§ 7 Payment

7.1 Invoices are payable without deduction within 14 days of the invoice date. Proof-of-delivery documents are not a condition for payment being due; we provide them digitally (clause 18 ADSp).

7.2 In the event of late payment, we charge interest of 9 percentage points above the base rate and a lump sum of EUR 40 (section 288 (2) and (5) of the German Civil Code, BGB).

7.3 For new customers, express services and after late payment, we may require advance payment or security.

7.4 From 1 January 2027, we issue invoices as e-invoices (XRechnung or ZUGFeRD) via abrechnung@rtc.berlin. The customer provides us with a receiving address for this purpose.

7.5 Set-off and retention are governed by clause 19 ADSp. Our lien under clause 20 ADSp and sections 440, 464, 475b HGB also secures claims arising from other orders.

§ 8 Liability, insurance, notice of damage

8.1 We are liable in accordance with the ADSp 2017 (clauses 22 to 27) and the law and, for cross-border road transport, in accordance with the CMR at 8.33 Special Drawing Rights per kilogram.

8.2 We are liable for higher amounts only against a surcharge following a declaration of value (Art. 24 CMR) or of a special interest in delivery (Art. 26 CMR), in each case entered in the consignment note and confirmed by us in text form.

8.3 We take out cargo insurance only on express instruction in text form (clause 21 ADSp). We recommend it for high-value goods.

8.4 Apparent damage must be noted on the receipt upon delivery; damage that is not apparent must be reported in text form within 7 days of delivery (section 438 HGB, Art. 30 CMR). Delays in delivery must be notified within 21 days.

8.5 Claims become time-barred after one year, or three years in the event of wilful misconduct or equivalent fault (section 439 HGB, Art. 32 CMR).

§ 9 Warehousing and fulfilment

9.1 Clauses 15 and 24 ADSp apply to warehousing; the Logistics GTC 2019 apply to fulfilment services.

9.2 The depositor insures the stored goods itself against fire, burglary, water damage and natural hazards, unless it instructs us to do so in text form.

9.3 Storage fees are payable monthly in advance. The minimum storage period is one month; the warehousing contract may be terminated with one month’s notice to the end of a month. In the event of late payment, we may withhold releases from stock.

§ 10 Force majeure

Clause 12 ADSp applies. Force majeure also includes strikes, road and border closures, official measures and cyber attacks. Any resulting additional costs are borne by the customer.

§ 11 Data and communication

11.1 Electronic documents, digital proofs of delivery and electronic consignment notes are equivalent to written documents to the extent permitted by law (clause 5 ADSp).

11.2 We process order and consignee data in accordance with our privacy policy at www.rtc-spedition.de/datenschutz/. The customer warrants that it transmits these data to us lawfully.

§ 12 Governing law, jurisdiction, language

12.1 The law of the Federal Republic of Germany applies (clause 30 ADSp). Mandatory international conventions, in particular the CMR, remain unaffected.

12.2 The place of performance is the branch instructed (Berlin, Nauen or Dietzenbach). The place of jurisdiction for merchants is Berlin; for transport subject to the CMR, Berlin applies in addition to the places of jurisdiction under Art. 31 (1) CMR. We may also sue the customer at its registered office.

12.3 These terms are available in German, English and Polish. In the event of discrepancies, the German version prevails.

12.4 If any provision is invalid, the remaining provisions remain valid. The statutory provision takes the place of the invalid provision.