General Terms and Conditions for Container Handling (GTCCH) of the Hamburger Hafen und Logistik Aktiengesellschaft

Part 1: General Regulation

§ 1
Area of application

These General Terms and Conditions for Container Handling (hereinafter GTCCH) shall be applied for all handling and storage of goods at the quay and all business activity on instruction of the client („Geschäftsbesorgung“) as well as all other services performed by the Hamburger Hafen und Logistik Aktiengesellschaft („HHLA“), it subsidiaries and affiliated companies (hereinafter for all “Company”) in connection with handling activities for the client.

§ 2
Definitions

(1.) "Sea Going Vessel": all ships transporting (including feederships) goods at the open sea or costal waters to other seaports;
(2.) "Barge": ships transporting goods to places at the upper or lower Elbe and all other waters connected hereto;
(3.) "Port Vehicles": all vehicles designated to be used at the port of Hamburg;
(4.) „EDI“: Electronic Data Interchange;
(5.) “ISPS Code”: International Ship and Port Facility Security Code
(6.) „Means of Transport“: all Container, Chassis, Lorries and other means of transport for the transport of goods;
(7.) „Container“: internationally according to ISO-standards standardised container for the efficient transport of goods at land and sea;
(8.) „Check“: check of Means of Transport at receipt;
(9.) „Terminal“: premises of the Company;
(10.) „Client“: person ordering the services described in § 1 hereabove;
(11.) “Goods”: packed and unpacked goods for loading in/out of ships respectively for in/out of Containers;
(12.) “CAL”: Container-Announcement-List.

§ 3
Prices

As far as not otherwise agreed by both parties, the Company will charge for its services the prices stipulated in the actual version of the HHLA Kaitarif. The actual version of the HHLA Kaitarif is published on the website **www.hhla.de**.

§ 4
Exchange of Information

The Client is obligated use the forms provided by the Company or, if requested to do so by the Company, EDI for transmission of all data necessary for performance of the services in question.

§ 5
Time and Place of Performance

(1.) The Company is entitled to request acceptance of its services at any point of time, including outside regular working hours.
(2.) The Company may reject to perform an order of the Client at any time.
(3.) The Client knows Companies Terminal. Client accepts the Terminal as it is as being in accordance with the contract.

§ 6
Security, Security-Charge and Confiscation

(1.) The rules of the ISPS Code are to be applied at all Terminals. The Company is entitled to take all actions necessary in order to ensure full implementation of the ISPS rules. The costs of the implementation are to be borne by the Client pro rata in form of a security charge, payable for each Container. The actual security charge is stipulated in the HHLA Kaitarif.

(2.) The rules of the “HHLA Visitor Management“ are to be applied at all Terminals. It is the obligation and sole responsibility of the Client that any Person entering the Terminals upon his request adheres to these rules. The actual version of the “HHLA Visitor Management” is published on the website www.hhla.de.

(3.) At any time the Company entitled to deny persons or means of Transport access to the Terminal because of security reasons, deny receiving or delivery of warehoused or handled good and/or take all other actions necessary as it may chose to prevent risks for the security and public order at the Terminal. Every action required by public authorities is a necessary act in respect hereto. If negligent or wilful acts or omissions of the Client, its servants, agents or customers are concurrently causative for the aforesaid action, whether or not required by public authorities, Client shall borne all costs of the respective action.

(4.) If goods or Containers are confiscated at the Terminal or if the delivery of goods or Containers to the Client or third parties is otherwise prohibited by order of public authorities and did the Client, its customers, servants or agents by negligent or wilful acts or omissions reasonably contributed to the issue of that order, Client is obligated to pay the agreed storage charge or – if no storage charge is agreed – the storage charge stipulated in the HHLA Kaitarif for the respective period of time. Client is furthermore obligated to pay all costs and expenditures caused by the confiscation or the order.

§ 7
Fight Against Terror

(1.) Client warrants that he is neither a terrorist, a criminal or anti-constitutional association, organisation or person (for all hereinafter „Terrorist“) and that Client is not business- or otherwise connected to Terrorists.

(2.) Client warrants the he will secure the compliance with EC-Regulations No. 2580/2001 and 881/2002 as well as the compliance with all relevant US Anti-Terror Laws and Regulations (especially but not limited to: International Emergency Economic Powers Act; 31 CFR Part. 594 – 597; International Traffic in Arms Regulations; the Executive Orders 13372, 13268,13224, 13099 and 12947) by suitable organisational methods.

(3.) Client is obliged to check all Employees, Customers, Contract-Partners and all other associations, organisations and persons, which directly or indirectly receive resources from Client, in accordance with the laws and regulations stipulated in § 7 (2) hereabove and inform the Company immediately of any positive results. The check has to include especially but is not limited to: THE NEW CONSOLIDATED LIST OF INDIVIDUALS AND ENTITIES BELONGING TO OR ASSOCIATED WITH THE TALIBAN AND AL-QAIDA ORGANISATION AS ESTABLISHED AND MAINTAINED BY THE 1267 COMMITTEE”; the US - “Specially Designated Nationals List”, the US - “Denied Persons List”, the US – “Entity List” and the US “Debarred List”.

§ 8
Lien and Right of Retention / Set off

(1.) The Company is entitled to exercise a lien and/or a right of retention on all goods and/or other objects including accompanying documents in its possessions for all claims resulting from services performed for the Client.

(2.) The Company may only exercise a lien or right of retention for claims resulting from other contractual relations between both parties, if Client is in arrear with the payment for at least 30 days and the lien and/or right of retention resulting from the contract in question does not provide a sufficient security for the claim of the Company.

(3.) The waiting period of one month according to sec. 1234 German Civil Code is replaced by a waiting period of two weeks.

(4.) The Client is only entitled to set-off his own claims with claims of the Company, if his own claim is either undisputed by the Company or legally binding ascertained by a competent court. The Client is only entitled to exercise a right of retention for claim that are either undisputed by the Company or legally binding ascertained by a competent court.

(5.) The set-off or exercise of a right of retention by the Client is only permitted, if announced in writing, observing a notice period of four weeks.

§ 9
Dangerous Goods

(1.) Handling and transport of dangerous goods has to be performed in accordance with the relevant Port Safety Regulation (“Gefahrgut- und Brandschutzverordnung Hafen Hamburg“ - GGBVOHH) as well as the Port Traffic and Shipping Act (“Hafenverkehrs- und Schifffahrtsgesetz”) of the Free and Hanseatic City of Hamburg. Before delivery of dangerous goods all data concerning the respective dangerous good are to be transmitted to the Company. If requested by the company all data is to be transmitted to the Company by electronic data medium / EDI.

(2.) Means of Transport containing dangerous goods have to satisfy the German Regulations on the Carriage of Dangerous Goods (“Gefahrgutbeförderungsvorschriften”).

(3.) The Company is entitled to refuse handling and/or storage of dangerous goods and/or request the fulfilment of conditions in this respect at any time.

§ 10
Fumigated Containers, Penalty Clause

(1.) Client is obligated to label fumigated Containers/Means of Transport or Containers/Means of Transport otherwise exposed to chemicals by good visible warning labels in German and English Language. The label must clearly indicate the way of fumigation or exposure and the relevant chemicals applied. The label has to be in accordance with all relevant German Laws and has to be attached to the Container/Mean of Transport. The label cannot be substituted by a notice in accompanying documents. **The Client is hereby notified that special precautions are to be taken in order to exclude health risks for employees of the Company in handling fumigated containers or containers otherwise exposed to chemicals; correct labelling is essential in order to enable necessary precautions.**

(2.) At any time the Company is entitled to check whether containers or other means of transport were fumigated or otherwise exposed to chemicals. The company is entitled to extract samples for this purpose.

(3.) The client is obligated to pay for every Container or other Mean of Transport that was fumigated or otherwise exposed to chemicals, has negligently or wilfully not been labelled according to § 10 (1) hereabove, a penalty of € 5,000.00 (in word Euro five thousand). The penalty is not to be deducted from any damage according to § 12 hereunder.

§ 11
Subcontractors

The Company is entitled to perform services via subcontractors or other third parties within the port of Hamburg. The Company is entitled to chose the subcontractor or other third party freely.

§ 12
Liabilities of Client

(1.) The Client is liable for all damages caused by negligent or wilful incorrect, unclear or incomplete entries in the manifest, shipping load, other application forms or EDI notifications.

(2.) If a certain time is agreed for the performance of the services of the Company or if the company requests acceptance of its services at a certain time according to § 5 (1) hereabove and Client negligently of wilfully does not accept the services at this point of time, Client is liable for all costs and expenditures resulting hereof, especially but not limited to the costs of the preparation and non-use of quay labour and equipment.

(3.) The Client is liable for the careful selection of the carrier/forwarding agency mandated by him and for all damage caused by non-sufficient insurance of the carrier/forwarding agency or a breach of the rules stipulated in § 32 hereunder.

(4.) If, after taking over a good, there are reasons to suspect that the respective good endangers persons, assets or the environment, Client has to immediately repair, repack contents or remove the goods/Container from the Terminal, if and as demanded by the Company. The Company is entitled to take all reasonable measures and/or measures required by public authorities in order to minimize or exclude any endangerment or damage. All costs of these measures as well as any resulting damages have to be borne by the Client, except in cases the condition of the respective good was caused negligently or wilfully by the Company.

(5.) Furthermore Client is liable for the damage caused negligently or wilfully. Client is liable for the default of its own customers, its servants or agents and for the default of other persons, being admitted to the Terminal or the goods handled within the contract between Company and Client.

§ 13
Liability of the Company

(1.) The Company is only liable for damage/expenditures arising because of negligent or wilful wrong refrigeration or non refrigeration of reefer containers, if all data regarding the temperature is correct, complete and consistent and the procedure stipulated in § 29 (2) hereunder is observed by the Client.

(2.) The liability of the Company is limited as described in § 13 (3) - § 13 (8).

(3.) **The liability of the Company for lost or damaged cargo is limited to 2 units of account per kilo gross weight of the damaged or lost cargo.**
If only individual parts of a lot have been lost or damaged, the Company's liability is limited to 2 units of account per kilo gross weight of

- **a. the entire lot, if the entire lot has lost its value.**
- **b. the lost or damaged part of the lot, if only the damaged or lost part of the lot has lost its value.**

(4.) **The liability of the Company for the not observance of an agreed deadline for delivery is limited to three time the sum of the handling fee agreed for the Container or Means of Transport.**

(5.) **The liability of the Company for damaging or destroying of Containers and other Means of Transport is limited as follows:**

- **a. In case of damage to a ship or its equipment: max. 10.000.000 € per event of damage or destruction**
- **b. In case of damage to rails, chassis, railcars, lorries, and other Means of Transport: max. 100.000 € per event of damage or destruction**
- **c. In case of damage to containers:**
  max. 3.500 € per 20' Container
  max. 5.000 € for all other Container with the exception of flat- and superracks as well as reefer- and tankcontainers
  max. 14.000 € per flat- or superrack
  max. 25.000 € per reefer- or tankcontainer

(6.) The liability of the Company for direct damages that are not listed in § 13 (3) - § 13 (5) is limited to max. 50.000 €

(7.) The total liability of the Company is limited to max. € 10.000.000 € per event of damage or destruction regardless of the number of claims resulting from an event of damage or destruction.

(8.) Any liability of the Company for indirect damages, especially but not limited to loss of profit or other subsequent damages, is excluded.

(9.) The limitations of liability according to § 13 (3) - § 13 (8) hereabove shall only apply, if the Company, its organs or servants have not caused the loss or damage wilfully or grossly negligent. Furthermore the above-referenced limitations of liability shall not apply in cases of an injury to life, body or health or in other cases of a mandatory liability.

(10.) Furthermore it is agreed by both parties that the limitations of liability stipulated in § 13 (3) - § 13 (8) hereabove correspond with the damages typically foreseeable for the contract in question. If the limitations stipulated in § 13 (3) - § 13 (7) do not correspond in certain circumstances not equal with the damages typically foreseeable for a contract, Client has to inform the Company in writing. If both Parties wish to agree on a different limitation of liability in such a case, this limitation needs to be in writing in order to be valid.

(11.) A unit of account is the Special Drawing Right (SDR) of the International Monetary Fund. The amount shall be converted into Euro at the exchange rate between Euro and SDR applicable on the day of the loss or damage or, if this day can not be determined, the exchange rate applicable on the day of the transfer of custody of the respective Cargo to Terminal Operator. The SDR value of the Euro shall be calculated by the method applied by the IMF for its operations and transactions on the day in question.

(12.) All limitations and exclusions of liability will also apply to tort claims.

§ 14
Liability in Respect to Third Parties

Client is obligated to hold the Company, its employees, subcontractor or agents harmless from all claims of third parties which have entered into a contract with the Client, as far as the respective claim exceeds the amount payable in accordance with § 13 hereabove. Client shall limit the liability of the Company in the respective agreement with the third party to the amounts stipulated in § 13 hereabove. The Company hereby accepts such a limitation of liability.

§ 15
Notice of Damage / Minor Damages

(1.) § 438 German Commercial Code is to be applied to all handling and storage activities of the Company.

(2.) It is agreed by both parties, that Container/Means of Transport usually have signs of use and other minor damages. Minor are damages with no clearly appearing effects to the transportability and operability of the Container/Means of Transport. In order to ensure the efficient handling of the goods, it is in the best interest of both parties not to report signs of use and minor damages to the other party during the Check procedure (see § 23 (1) hereunder). The pure fact that a sign of use or a minor damage is not reported in the check-protocol, does not imply that the sign of use or the minor damage was caused after the receipt by the Company.

(3.) § 15 (2) hereabove shall not apply, if it is agreed by both parties that a precise check (see § 23 (2) hereabove) is to be performed by the Company.

§ 16
Force Majeure

Damage/expenditures and/or delay caused by force majeure will not entitle the other party to claim damages. Cases of force majeure are especially but not limited to: fire, explosion, storm (more than 7 bft.), flooding, lightning, hazardous weather conditions, strike, go slow actions, lockouts (whether or not the party contributed to the strike, the go slow action or the lockout)

and theft or act done with malicious intent (as far as the Company took reasonable action in order to prevent the theft or the act done with malicious intent). For the period of time the force majeure situation continues to have effects, the party in question is free of its obligation to perform the contract.

§ 17
Limitation Period

(1.) All claims against the Company shall be subject to a limitation period of one year, except in cases involving of intent or gross negligence. In cases of intent and gross negligence, the limitation period shall be three years.

(2.) The limitation period begins at the end of that day on which the goods are delivered to the Client or to a third party on behalf of the Client. If the goods have not been delivered, the limitation period shall begin at the end of the day the goods should have been delivered. In derogation of Sentence 1 and 2 of this § 17 (2), the limitation period for claims of recourse begins on the day a judgement against the recourse obligee becomes legally binding or, in case no legally binding judgement exists, on the day the recourse obligee fulfils the claim, except in cases the party liable to recourse was not notified of the damage or loss within three month of the recourse obligee obtaining knowledge of the damage or loss or of the person liable to recourse.

(3.) If the Client declares his claim in writing, the limitation period for the respective claim against the Company shall be suspended until the Company or the Hamburger Hafen und Logistik Aktiengesellschaft on behalf of the Company refuses to satisfy the claim in writing. Any further declaration about the same claim will not have the effect of a suspension of the limitation period again.

Part 2:
Regulations for the Handling of Goods

§ 18
Handling

(1.) Goods will be handled by personnel and with handling gear of the Company. This shall apply for the lifting as well as the debarkation in and respectively to Sea Going Vessels and Barges as well as other Means of Transport. Slinging gear must be supplied by the Sea Going Vessel/Barge.

(2.) Client is obligated to monitor the handling himself or by an auxiliary person. If required by the Company in writing, Client has to assist the handling himself or by an auxiliary person.

(3.) Extra work connected with the handling will generally be carried out by personnel of the Company.

(4.) During a ship is berthed at the quay of the Company, the equipment of a ship shall only be used with the prior consent of the Company.

§ 19
Discharging / Loading

(1.) The vessel has to deliver the lots totally and as listed in the manifest. The shipping agent should submit a manifest to the Company at the latest 48 hours before discharging commences.

(2.) The goods will be delivered to the vessel named in § 20 (1) a hereunder as agreed in the stowage plan. The stowage plan should be provides 48 hours before start of the operation.

(3.) If the goods to be discharged/loaded are dangerous goods according to § 9 hereabove, the delivering party must inform the party taking over the goods at least 48 hours in advance.

§ 20
Necessary Data

(1.) At the delivery of goods, Client has to provide the following data:

Container	**Breakbulk**
operator/line	operator/line
ship	ship
number of journey	mark / number
container number	netto-weight
ISO-code	port
netto - weight	final destination
empty / full	IMO/UN-number

way of traffic	measures (length/height/width)
port	remarks
final destination	booking-number
place of stuffing	B/Z-number
seal-number	MRN-number
IMO/UN-number	
temperature	
OH (over-height)	
OW (over-width)	
OL (over-length)	
remarks	
booking-number	
B/Z-number	
feedership (Call Sign)	
For acceptance of a Container delivered by lorry, a delivery note (HDS, A08, freight-document), with the data mentioned above is necessary. Delivery without booking-number is not permitted. If delivered by rail, the data may be transmitted by HABIS-System per rail-freight-document. All data/information needs to be included in the CAL. There will be no shipment without valid B/Z-number.	At delivery a delivery note (HDS, A08, freight-document) **and** – with introduction of the ZAPP AES system, the MRN-number is required. A delivery without MRN-number is no permitted.

(2.) The manifest must contain the following details, to be transmitted before discharging:

Container	**Breakbulk**
operator/line	operator/reeder
ship	Ship
number of journey	mark / number
containernumber.	netto-weight
ISO-code	IMO/UN-number
netto-weight	measures (lenght/width/height)
empty/full	delivery („Seedurchfuhrgut D“)
way of traffic	remarks
port	export ship (Call Sign)
final destination	person carrying all costs / declaration of responsibility
Place of stuffing	
number of seal	
IMO/UN-number	
Temperature	
OH (over-height)	
OW (over-widht)	
OL (over-lenght)	
delivery („Seedurchfuhrgut D“)	
remarks	
export ship (Call Sign)	
For delivery of container, a valid release note of Line, transmitted per EDI is required.	For delivery of breakbulk, a valid stemped B/L and a declaration of responsibility is required.

(3.) The Client shall provide all data necessary for custom-processing as defined in the latest version of the CUSCAR Guidelines released by the Company. All data is to be transmitted by EDI before discharging of the vessel.

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§ 21
Take Over / Receipt

Goods are deemed to be taken over by the Company with the touch down of the goods on the Terminal. A receipt for the discharged goods will only be issued, if applied for before discharging.

§ 22
Transfer of Risks

The risk for accidental destruction and accidental deterioration is transferred to the Company with the touch down of the goods at the Terminal. The risk is transferred back to the Client with the touch down of the goods on the vessel or Means of Transport.

§ 23
Check

(1.) Terminal Operator will check Container/Means of Transport on taking over only for transportability, meaning only a quick visual inspection at accessible points for recognisable serious damage. Serious in any damage with recognisable effect on transportability or operability of the Container/Means of Transport. Goods will only be checked at acceptance at accessible points for recognisable serious damage at the packaging or the unpacked goods. Are Containers/Means of Transport/Goods taken over by the Company without complaint, the Containers/Means of Transport/Goods are transportable and free of serious defects on accessible points.

(2.) Each additional check of Containers/Means of Transport/Goods requires a separate written agreement by both parties.

(3.) Complaints have to be made in writing at the prescribed form and immediately after taking over. The form has to be signed. Client or a third party on behalf of the Client has to document the damage by appropriate measures.

(4.) If Containers/Means of Transport/Goods are not transportable, the Company is entitled to refuse acceptance.

(5.) The Company is entitled to check the contents of Containers/Means of Transport/Goods if there is an indication that the description of contents made in accompanying documents are not correct or not proven by sound documentation, the Container is not sealed and/or a seal is damaged. The expenses caused hereby are to be borne by the Client, except in cases a seal was damaged by the Company after taking over.

§ 24
Special Goods, Return of Goods

(1) In case goods require because of their quality (e.g. costliness, fragility, bulkiness or way of packaging) a special care at handling or warehousing, Client is obligated to inform the Company about the quality and special care necessary at least 24 hours before arrival of the goods at the Terminal. In case of reefer Container or other temperature-guided or perishable goods, Client is obligated to take all measures necessary and/or give all advise necessary, especially but not limited to the transfer of the cooling order before delivery.

(2) In case the preparation, delivery and/or loading of discharged or delivered goods is prohibited by law or by order of public authorities, Client is – as far as permitted by the law – obligated to retract the goods immediately. If Client is in breach of this obligation, he has to pay all costs/expenditures arising to the Company in this respect.

(3) The Company is entitled to reject the taking over of goods, if it cannot be proven on demand that these goods have already irrevocable been scheduled for further transport.

§ 25
Foreign Trade Regulations

If applicable, the Client is obligated to perform all requirements imposed by foreign trade regulations for the Container/Means of Transport and the goods contained therein before their delivery to the Terminal. It is a requirement for the handling of goods towards Sea Going Vessels that all data regarding the presentation to the customs authorities was presented by the Client to customs and customs has acknowledged the receipt by appropriate number of the ZAPP-System. Client will bear all costs caused by not timely or not correct performance of the requirements imposed by foreign trade regulations.

§ 26
Participation at the ZAPP-System

(1) Without being obligated to do so, Company may generally transfer data regarding handled Containers, especially the so called information and departure notices, to the ZAPP-System. The Company is not liable for the correctness and completeness of the information given in the ZAPP-System. All Information given by the Company in the ZAPP-System has to be verified by Client in respect to correctness and completeness, e.g. by use of the Container Information System (“CAS”).

(2) Client is hereby notified that dispositions over Containers transmitted by the ZAPP-System are only updated every 30 minutes. The Company will therefore be informed of the disposition earliest 30 minutes after transfer of the data into the system.

(3) The Company will comply with dispositions over Containers (especially but not limited to clearance of shipment, stop of shipment, cancellations, stop by customs) made within the ZAPP-System only if the compliance is reasonable for the

Company. The compliance is reasonable, if the Company can achieve the desired effect in due course of its electronic data processing. Client is hereby notified that the desired effect cannot be achieved by electronic data processing, if the Container is already loaded/discharged and/or on the inflow for loading/discharging.

§ 27
Holding Back and Re-Delivery

Containers and other Means of Transport received by the Company for handling will be hold back, if requested by the issuer of the shipping note or the EDI-notification and if the Company can hold back the Container/Means of Transport using reasonable efforts. The redelivery may be requested under the same conditions. It is reasonable to for the Company to hold back/redeliver the Container/Means of Transport, if the desired effect can be reached in due course of the electronic data processing of the Company. All costs caused by the holding back and/or redelivery are to be borne by the Client.

§ 28
Allocation of Goods for Handling / Interim Storage

(1.) Containers/Means of Transport/Goods received for handling by the Company will be hold ready until handling on the premises of the Company. In case the Containers/Means of Transport/Goods were – calculated from receiving by the Company – hold ready for 96 hours, they will be considered as being warehoused goods as stipulated in §§ 29 ff. hereunder.

(2.) Even before the end of the period stipulated in sec. 28 (1) hereabove, the Company is entitled to request from Client or a party entitled to receive the goods in writing, to pick up the Container/Means of Transport/ Goods. In this case the goods are to be picked up within 48 hours after receipt of the notice.

(3.) If the period stipulated in § 28 (1) hereabove has ended or a request according to § 28 (2) hereabove has not been complied with, the party entitled to receive the goods is not known or not traceable or not resident within Hamburg, the Company can move the goods or store them elsewhere. The cost caused by the aforesaid have to be borne by the Client.

(4.) During the period of allocation, § 29 (1) hereunder and – for reefer Container – § 29 (2) hereunder has to be applied.

Part 3:
Warehousing of Goods

§ 29
Storage without instruction

(1.) The Company is entitled to store Container/Means of Transport on an open-air place selected by the Company. This shall also be valid for Goods suitable for open-air storage and Goods packed for a seavoyage. Unless otherwise agreed by both Parties, the company is entitled to store Container/Means of Transport/Goods on top of each other. As far as not otherwise agreed by both parties, the remuneration stipulated in the HHLA Kaitariff has to be paid for the storage.

(2.) If the accompanying documents indicate without doubts that a reefer Container contains goods to be cooled and the respective reefer Container is announced at least 24 hours in advanced as reefer Container to be connected to the power supply system, the Company shall connect reefer Container to the power supply system within 12 hours after receiving. The temperature to be adjusted shall be determined in accordance with a written cooling-order sent by Client or a third person on behalf of Client to the Company.. The cooling-order shall be sent prior of arrival to the (email-) address indicated by the Company. The cooling-order has to stipulate the relevant Container number and needs to include all information indicated by the Company. In case no cooling order is submitted or the cooling-order submitted is incomplete or not sent to the correct(email-) address, the Company is entitled but not obligated to use temperatures indicated in the CAL, the Harbour-Data-Set (“Hafendatensatz”), the discharging-data, the delivery- or other documents accompanying the Container in order to retrieve the temperature to be set. In case the cooling order or the other documents stipulated hereabove do not show a clear and consistent cooling temperature, the Company will connect the relevant reefer container with the temperature indicated in the so called set point. The Company is not obligated to check whether or not the cooling temperature indicated in the cooling-order, other documents stipulated hereabove or – if applicable – the set-point is correct. All costs of the connection to the power supply system, other necessary special circuit points and/or the electricity costs shall be borne by the Client. The costs are indicated in the HHLA-Kaitarif. The Company is entitled to reject reefer Container if no or not sufficient circuit points are available.

(3.) The Company is entitled to store containers outside the respective Terminal.

(4.) The Client is responsible for the observance of the custom-custody-period (“Verwahrfristen”).

(5.) The Company is entitled to transfer Goods from temporary storage of the Company to a customs warehouse of the Company`s choice in time before expiry of the period for temporary storage. All costs of the transfer and related measures shall be borne by the Client.

(6.) The Company is entitled to take all measures that might be required by customs authorities or that might be at its sole discretion necessary or suitable to fulfill the requirements of customs authorities with regard to Goods or Transport Means/Containers in temporary storage of the Company or in a customs warehouse. The Company is entitled to act by using a suitable third party of its choice. All costs of these measures shall be borne by the Client.

(7.) Besides the reimbursement of costs according to § 29 (5) - § 29 (6) the Company is entitled to charge a fee. The fee is defined in the "HHLA-Kaitarif" valid at the time of service.

§ 30
Duration of storage

(1.) If not otherwise agreed, both parties are entitled to terminate a contract of storage at the end of every calendar month, observing a termination period of one month. In any case of material reasons („wichtiger Grund"), the contract can be terminated without observing a notice period. If the Client is in arrears with the storage fees for at least 2 month or with storage fees higher than the value of the goods stored as estimated by the Company, the Company is entitled to terminate the contract of storage for material breach.

(2.) After expiration of the contract of storage, the company is entitled to request the taking back of the goods stored by the Client or, if a warehouse warrant is executed, by the last know possessor of the warehouse warrant.

§ 31
Sale

(1.) The Company is entitled to sell privately or in public action at the expense of the party entitled to receive the goods, goods:

a. which are stored on the quayside for a storage period of two month and where no party entitled to receive the goods is known, can be traced or is resident in Hamburg or
b. for which a contract of storage has been terminated and the charges due have not been paid within a reasonable period of time, despite a demand for payment and the threat of sale according § 31 (2) hereunder.

(2.) The Client or a different beneficiary shall be notified of the intended sale. If the Client or a different beneficiary is not known, not traceable or not resident in Hamburg, the intended sale shall be published in the "Amtlicher Anzeiger". The goods shall not be sold before the end of a period of two weeks after a notification as describe hereabove.

(3.) If the goods are perishable or the amounts due cannot – in the opinion of the Company – be recovered by the sale of the small-valued-goods, the Company shall not be bound by the two-month period according to § 31 (1) a hereabove and shall not be required to notify the person concerned of the intended sale.

(4.) If no buyer can be found for the goods, the company is entitled to remove of destroy the goods at the expense of the Client.

(5.) All claims for the net proceeds from the sale will lapse in favour of the Company after a period of one year.

Part 4:
Regulations Concerning the Handling of Goods Towards Land

§ 32
Carrier

(1.) The Client ensures that the carrier transporting for him will only use drivers that were made familiar with the handling facilities as well as the Terminal and that the drivers adhere in particular but without limitation to the following rules:

(2.) The Road Traffic Regulations have to be observed at the Terminal.

(3.) The speed is limited for lorries to 25 km per hour.

(4.) Only one driver per lorry is permitted at the Terminal. The presence of further persons at a lorry during loading and/or discharging is prohibited.

(5.) The driver will lock/unlock the fixation mechanism of the container (twistlocks) at the area indicated by the Company.

(6.) Except in cases of emergency, the deboarding of the lorry is only permitted at an area indicated by the Company for this purpose.

(7.) Container will only be loaded to special Container-Chassis.

(8.) The Client or the Carrier transporting for the Client is, in relation to the Company, liable for sufficient loading of the means of transport as well as securing of the cargo in accordance with all relevant rules and regulations. The Client will hold the Company and all employees of the Company harmless from all claims of third persons – especially public authorities – arising in connection with a violation of the duty to secure the cargo.

(9.) The Company is entitled to exclude carriers for up to 24 month from the use of the Terminal, if drivers of this carrier have violated the rules stipulated in § 32 (1)-(8) more than one time within a calendar-year. This exclusion is binding the Client, who will obligate all forwarding agents acting on his behalf to observe the exclusion in selecting a carrier.

(10.) The handling procedure shall be exclusively subject to the "HHLA Slot Management Procedure". The participation in the HHLA Slot Management Procedure is mandatory for carriers/drivers.

(11.) The handling procedure may be accompanied by waiting time for delivering or collecting Carriers. Costs caused by waiting time will not be borne by the Company.

(12.) The rail traffic at the Terminals shall be ruled by the Terms of Use of the respective Terminal.

Part 5:
Remaining Regulations

§ 33
Kaibetriebsordnung

As far as not otherwise stipulated in this GTCCH, the General Terms of Business of the Quay Handling Firms in the Port of Hamburg ("Kaibetriebsordnung"), shall be applied complementary.

§ 34
Blocking- and Written-Form-Clause

(1.) All general terms and conditions of the Client are, as far as they differ from this GTCCH, not valid.

(2.) Each change, waiver and/or amendment of these GTCCH needs to be in writing in order to be valid. This shall also be true for any change of this written-form-clause.

§ 35
Place of Performance, Applicable Law and Jurisdiction

(1.) Place of performance for all obligations arising out of each contractual relation between both parties is the place of the Terminal.

(2.) Only the Laws of the Federal Republic of Germany with the exception of the choice-of-law-rules shall be applied.

(3.) Each party irrevocably submits to the exclusive jurisdiction of the competent Courts of Hamburg in respect of each contractual relation between both parties.

§ 36
Language

In any case of inconsistency as well as for all questions regarding the content and interpretation of this GTCCH or any of its clauses, the German version of these GTCCH shall be conclusive.

§ 37
Safeguarding Clause

In the event that any provision of this GTCCH is found void or unenforceable, this finding shall not render any other provision of this GTCCH or the GTCCH itself void or unenforceable. The void or unenforceable provision shall deemed to be substituted by an enforceable and valid provision, which sustains the underlying economic purpose as far as somehow possible. The same applies to any gaps in this GTCCH.