

<p>5.1 Liability</p> <p>The freight carrier shall be liable for direct damages demonstrably caused, whether by it or its auxiliary person, from the time of acceptance of the goods in transit up to their delivery.</p> <p>5.2 Conditions for liability</p> <p>a) Duties of sender/customer</p> <p>Sender/customer shall provide suitable packaging. It must exactly describe the address of recipient; the place of delivery; the number, packaging, contents, weight, and dimensions of the freight items; the time of delivery; and the transport route.</p> <p>Sender/customer shall declare the value of the goods without request if the goods in transit have a value exceeding CHF 15 per kg of actual freight weight.</p> <p>Sender/customer shall be obliged in particular to call the freight carrier's attention to the special nature of the goods in transit, their weight distribution, and their susceptibility to damage. It shall be responsible for the identification and possibly also the numbering of the freight items.</p> <p>Detriment, damages, or losses arising from the omission or inaccuracy of such indications shall be borne by sender. The freight carrier shall not be obliged to pay compensation therefor.</p> <p>b) Reservation for damage</p> <p>Instances of damage or missing goods must immediately and in the presence of the driver be indicated with a reservation on the delivery note or the confirmation of receipt. For damage that is not discernible externally, a complaint must be submitted no later than eight (8) days following the delivery, including the day of delivery.</p> <p>5.3 Exclusion of liability</p> <p>a) General</p> <p>Excluded from liability on the part of freight carrier are cases such as:</p> <ul style="list-style-type: none"> - Losses arising from the inappropriate loading onto the loading surface of the lorry by sender's auxiliary personnel - Breakage as a result of normal vibration - Breakage of the products on their own - Instances of damage or losses in the case of goods that are transported in closed or outwardly undamaged crates, boxes, or containers and the flawless condition and completeness of which could not be verified - Losses resulting from defective or improper packaging - Losses resulting from weather conditions - Losses resulting from an inadequate space profile or route, if sender or recipient requested this approach - Scrape, scratch, crushing, or abrasion damage; enamel or paint flaking; polish cracks; and the detachment of glued parts and veneers - <i>Force majeure</i> - Wilful damage by third parties <p>b) Losses during loading and unloading</p> <p>Loading and unloading shall be carried out by sender/recipient. Should sender/recipient assign the task of unloading the goods to the driver after he has announced himself to recipient, he shall be doing so on behalf of sender/recipient. The freight carrier shall not be liable for losses arising from this activity. For this activity, the driver shall be acting as auxiliary person of sender/recipient. Should the driver carry out the loading or unloading without having announced himself to sender/recipient, the measure of damages shall conform to clause 5.4.</p> <p>c) Indirect loss</p> <p>Liability for indirect losses, such as, e.g. lost profits, business interruption, and other consequential costs, is excluded.</p> <p>5.4 Limitations of liability / Measure of damages</p> <p>a) Damage to or loss of the goods in transit</p> <p>The amount of the compensation obligation is limited, to the extent permitted by law, to the value of the goods at the place and time of its acceptance for transportation, and to no more than CHF 15 per kg of the actual freight weight of the damaged or lost goods. Liability shall nonetheless amount to no more than a total of CHF 40,000 per occurrence.</p>	<p>b) Losses arising from delays</p> <p>Losses arising from delays in delivery shall be reimbursed by the freight carrier only if liability therefor was agreed in writing. In such a case, the freight carrier shall be liable at most for the amount of the agreed freight charge.</p> <p>c) Losses arising from pure handling activities</p> <p>If the freight carrier in a storekeeping capacity performs pure handling activities, it shall be liable for delays, erroneous unloading and loading, dead freight, demurrage, loss of reservation, repacking, etc. only if liability therefor was agreed in writing. If liability for losses arising from pure handling activities was agreed in writing, the freight carrier shall be liable at most up to the amount of the loss incurred up to a maximum of CHF 2,500 per occurrence (= unitary cause of loss, even in the case of multiple shipments per order). In case of loss or damage of the goods in transit, the compensation obligation shall be governed by the remaining provisions of the FFHB.</p> <p>5.5 Liability in sub-contracting cases</p> <p>Unless agreed otherwise, the freight carrier shall be entitled to assign the entire or partial freight order to an intermediary freight carrier. It shall be liable towards customer in such cases to the same extent as if it had fulfilled the order itself.</p> <p>5.6 Liability in cases of cross-border transportation</p> <p>For cross-border shipments, the liability provisions of the CMR (Convention on the Contract for the International Carriage of Goods by Road) shall apply.</p> <p>5.7 Forfeiture and limitations periods</p> <p>The forfeiture of liability claims and limitations periods in actions for compensation shall be governed by articles 452 and 454 of the Swiss Code of Obligations.</p> <p>5.8 Transportation insurance</p> <p>Customer may commission the freight carrier to obtain insurance on the goods in transit. The transport insurance premium shall be borne by customer. The transport insurance shall cover instances of damage and losses at the acquisition price (amount insured) of the damaged or lost goods in transit.</p> <p>Risks such as, e.g. lost profits, business interruption, etc. (indirect loss) shall not be covered by the transportation insurance. For this, customer must procure its own corresponding insurance.</p> <p>5.9 Loading aids</p> <p>In general dealings with loading aids with senders/recipients, only intact transportable loading aids that permit reasonable transportation and handling may be used. Loading aids shall conform to EPAL/UIC standards and EPAL/UAC exchange criteria.</p> <p>Should a recipient decline the acceptance of the loading aid upon delivery of the goods in transit, and should the freight carrier have to take these back to the warehouse, the freight carrier may invoice customer for the warehouse area used plus the administrative expenses for the entire duration of the custody of the goods.</p> <p>The freight carrier declines liability for costs arising to sender/recipient for a possible re-palleting of the goods in transit. It is a matter for customer to oblige its customers/recipient to only use EPAL/UIC-conforming loading aids. Detriment of any kind arising therefrom shall be borne by customer/recipient.</p> <p>Customer shall hold the freight carrier harmless against all debt claims or other claims that third parties, recipient in particular, may bring against the freight carrier in connection with loading aids</p> <p>It is a matter for customer to contractually oblige its customers/recipient accordingly.</p> <p>5.10 Offset exclusion</p> <p>Offsetting of loss claims with the freightage is excluded.</p> <p>5.11 Place of jurisdiction</p> <p>The place of jurisdiction for all liability actions against the freight carrier shall be the place of domicile of the freight carrier. Swiss law shall apply.</p>
<p>Vorname / Name</p> <p>Firma, Adresse</p> <p>Ort, Datum</p>	<p>Unterschrift, Stempel</p>