CAMION TRANSPORT

General Terms and Conditions (GTC)

Effective from 1st January 2024



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Standard transport services

1 CAMION TRANSPORT Ltd (CT) Transport Service

CT delivers shipments throughout Switzerland and the FL within 24 hours (border and mountain areas within 48 hours). Our standard house-to-house service includes collection, transportation and delivery to the recipient. The collection and delivery of the goods is only provided from/to ramps or curbs. We do not offer delivery to inside buildings.

2 Transport goods

CT transports goods of all shapes and sizes as long as they can be loaded into covered lorries and transported without needing a special permit due to their dimensions/weight. The sender is responsible for ensuring that the goods are packaged so that they are freight-worthy and suitable for transport, are sufficiently protected against damage and will not damage other goods. The individual goods must be labelled with the addresses of the sender and the recipient, hazardous goods must be packaged in accordance with the provisions of the ADR/SDR and accompanied with the necessary paperwork.

The following shipments require a special agreement and must be specifically mentioned when placing an order:

- Individual goods with a gross weight over 1500 kg
- Goods that measure more than 3 m in length
- Fragile goods (which must also be labelled as such)
- Perishable goods

Large deliveries (> 10 palettes or > 4000 kg) must be specified so that a separate collection can be organised.

3 Transport order

The following information is needed for the transportation:

- Full sender and recipient address
- Freight payer (the person placing the order remains liable for all freight charges if the specified freight payer is unable to pay)
- Quantity and type of package units
- Gross weight and dimensions (L × W × H) per package unit
- Additional services: Scheduled deliveries (7.1), Payment upon delivery (7.4), Notification of dispatch (7.5), Access limitations (7.9)
- Goods that exceed the value of CHF 15.– per kg of effective freight weight
- Hazardous goods (ADR/SDR) and orders for «secure air freight» must be declared in accordance with the legally applicable regulations

CT offers the option for an electronic data exchange

4 Delivery

The customer's delivery note with the details of the shipment is attached to the goods. Upon delivery, the recipient must acknowledge reception of the shipment on the driver's mobile device. You can see who has acknowledged receipt in the web portal via Track & Trace. If a customer requests delivery with a customer-specific delivery note, a fee of CHF 5.– per shipment is applied.
If the recipient refuses to sign on the mobile device, the shipment is sent back to the sender for a fee with the comment «Acceptance refused». If the recipient grants CT a delivery authorisation, the shipment is considered to have been delivered as soon as it has been deposited in accordance with the authorisation.

5 Price calculation

5.1 Rate types

a) *GU rate: Calculation basis of ASTAG*
The transportation distance (sender–recipient) and chargeable weight are used to calculate the price.
b) *CT rate: Rate with 9 price zones*
The price zone (determined based on the sender's and recipient's postcodes) and chargeable weight are used to calculate the price.

5.2 Chargeable weight

The gross weight is used (incl. palette/packaging). If the volume weight exceeds the gross weight, the volume weight is taken as the chargeable weight.
If CT finds that the gross weight or volumes declared by the customer are not precise, the information will be corrected for the delivery and invoicing.

5.2.1 Volumes

Stackable high-volumes goods:	Minimum appraised weight	250 kg per m^3
Non-stackable high-volume goods:	Minimum appraised weight	500 kg per m^2
Loading metre (LM):	Minimum appraised weight	1200 kg per LM

5.2.2 Palletising

Pallets (max. size 120 × 80 cm / no overhang)

EU1 up to max. 60 cm total height:	Min. 125 kg appraised weight
EU2 up to max. 100 cm total height:	Min. 250 kg appraised weight
EU3 from 101 cm total height:	Min. 400 kg appraised weight

5.3 Surcharges

5.3.1 Fuel surcharge

Variations in fuel prices are calculated into the net freight price in the form of a fuel surcharge. The fuel surcharge is based on current diesel prices. More information is available at *www.camiontransport.ch*.

5.3.2 Congestion surcharge

Congestion on the Swiss road network is increasing year on year. The loss in productivity is compensated with a congestion surcharge on the net freight price. You can find a congestion table and more information at *www.camiontransport.ch*.

5.3.3 Hazardous goods, ADR/SDR shipments

The ADR surcharge is equivalent 10 % of the gross freight cost (min. CHF 20.–, max. CHF 50.– per shipment). Any necessary permits are invoiced separately.
With the transportation of Class 1 goods, for which explosion-proof vehicles are required, the surcharge is 20 % (min. CHF 50.–, max. CHF 130.–).

5.3.4 Goods over 3 m long

The length surcharge is equivalent to 25 % of the gross freight cost (max. CHF 50.– per shipment).

6 Loading equipment

6.1 General

For transportation in standard traffic, senders should only ship containers to recipients using intact and transportable loading equipment that allows for an efficient transport and handling.

6.2 Loss of exchangeable equipment

The person placing the order participates in covering the loss/wear of exchangeable equipment. From 31.12., a share of 5 % of the exchangeable equipment collected during the calender year is derecognised.

6.3 Exchangeable equipment (counter-exchange)

The person placing the order must clearly indicate if the loading equipment (only EPAL standardised equipment like EUR pallets, frames, covers) should not be exchanged on the collection order and delivery note. If the exchangeable equipment cannot be counter-exchanged when they reach the recipient, the transporter may claim credit for the exchangeable equipment from the person that has placed the transport order.

6.4 Service fee

a) With orders with counter-exchange, a service fee shall be levied on the net freight costs and shown on the transport invoice:
   - 3 % for exchangeable pallets in accordance with EPAL
   - 6 % for the use of frames, covers and pallets
   - 6 % if «white» pallets have to be delivered

b) A fixed rate for each loading equipment type can be agreed upon and applied instead of a percentage surcharge. Per cycle:
   - CHF 2.– per pallet
   - CHF 2.– per cover
   - CHF 4.– per frame

6.5 Return transportation of loading equipment

Empty standardised exchangeable equipment, which must be collected separately (not counter-exchanged), is calculated as a normal transport order.
Pallet cages and single-use pallets are not considered as exchangeable equipment and so are calculated as a normal transport order.

7 Additional transport services

7.1 Scheduled deliveries

Scheduled deliveries can only be agreed upon within a time frame of one hour.
Early delivery times (before 8 am) and scheduled deliveries to border/mountain areas must be agreed upon in advance with the scheduling team.
Scheduled deliveries are invoiced as follows:

■ Scheduled delivery before 8 am:	CHF 80.– surcharge
■ Scheduled delivery before 10 am:	CHF 50.– surcharge
■ Scheduled delivery before 12 am:	CHF 20.– surcharge
■ Collection/Delivery on the hour:	CHF 50.– surcharge
■ Collection after 4.30 pm:	CHF 80.– surcharge

7.2 Delivery of the goods to an upper floor, cellar or similar

Surcharge for the delivery of goods to an upper floor, cellar or similar:

- CHF 20.– per 100 kg (min. CHF 20.– per shipment)

7.3 Provision of additional personnel

The provision of additional personnel must be approved in advance with the scheduling team.
If CT is able to offer this additional service (depending on region), the additional personnel are invoiced at a rate of CHF 70.– per person per hour. Each half hour started is invoiced as an entire half an hour.

7.4 Cash on delivery/collection
The cash commission amounts to 2% of the total collection amount, however always at least CHF 30.– per shipment. The collection order must include the following points:
- Written approval from the person placing the order
- Clearly visible, clear note on the delivery note
- Only one total collection amount in Swiss francs per recipient
- Written note from the person placing the order that indicates whether cash or collection-only cheques in Swiss francs are accepted

7.5 Notification types
The collection or delivery notification for the recipient can be sent either by telephone, mobile or email (can be selected when the order is placed) and is mandatory for deliveries to private homes (business to customer). When an order is placed with a notification, a telephone number, mobile number and/or email address must be provided.

7.5.1 Clarification/Booking of scheduled deliveries
- Clarify/Book a scheduled delivery (ramp management): CHF 20.– per shipment, the surcharge does not apply if CT can organise the scheduled delivery.
- Clarification of scheduled delivery by SMS or email: CHF 5.– per shipment, the recipient will receive a link to *my.camiontransport.ch* and can select the delivery time within the available windows.

7.5.2 Delivery time notification
- Delivery time notification by SMS (mobile) or email based on the estimated arrival time (ETA): CHF 2.– per shipment
- Delivery time notification by phone call: CHF 5.– per shipment

7.6 Trade fairs
The additional expenses will be calculated based on the amount of work and/or the local trade fair tariff.

7.7 T documents/Accompanying note
The additional expense for deliveries with a T document will be invoiced with a surcharge of CHF 30.– per shipment. CT must be informed of shipments with T documents the day before. CT shall not be held liable towards any customs authorities.

7.8 Air freight shipments
The additional expense for «safe air freight» will be invoiced with a surcharge of CHF 20.– per shipment.

7.9 Car-free places/Connecting freight for mountain railways
The additional costs for transport in places that cannot usually be reached by road are calculated according to the official local delivery rate (e.g. Zermatt, Saas Fee, etc.).

7.10 Traffic obstructions
With official detours and sections of roads with tolls (e.g. in tunnels), the corresponding additional costs, in particular additional kilometres, and the LSVA (service-related tax for the traffic of heavy goods vehicles in Switzerland) will be invoiced.

7.11 Empty journeys
Empty journeys following collection orders resulting from incorrect information being given or goods not being ready for collection will be invoiced based on the amount of time spent, with a minimum surcharge of CHF 50.–.

7.12 Second delivery attempts
If a shipment cannot be delivered during a first delivery attempt for reasons out of CT's control (incorrect delivery address, etc.), the full shipment costs for the first delivery will be invoiced in addition.

7.13 Waiting times
If the loading or unloading time is exceeded, a surcharge of CHF 90.– per hour on top of the freight costs will be invoiced (loading and unloading costs are calculated in the freight costs with a max. of 5 minutes per 1000 kg). Each half hour started is invoiced as an entire half an hour.

7.14 Additional loading/unloading points
Additional loading/unloading points within the same postcode/place are invoiced at CHF 60.– per additional destination.

7.15 Proof of delivery
Proof of delivery can be called up free of charge in Track & Trace.
Larger administrative tasks are subject to a charge (proof of delivery for five shipments or more), as is the compilation of statistics. This work is invoiced at a rate of CHF 20.– for every 15 minutes.

7.16 Liability/Insurance
Our carrier liability is limited to a maximum of CHF 15.– per gross kg of the damaged transported goods. An additional insurance policy can be taken out upon request when placing an order. This usually amounts to 0.2% of the value of the goods, however always at least CHF 30.– per shipment.

8 Cargo handling/Logistics services
8.1 Cargo handling services
A cargo handling fee is applied for the loading and unloading of vehicles not belonging to CT. This fee is calculated per 100 kg of chargeable weight. It includes the following services:
- Loading/Unloading of shipments by CT employees
- Use of the indicated ramp spaces in the agreed upon time slot
- Use of the handling area
- Liability and insurance similar to FFHB (see rear)

8.2 Imports
a) Unloading of import vehicles: CHF 1.20 per 100 kg, min. CHF 15.– per vehicle
b) Adjustment of loads: CHF 2.50 per 100 kg, min. CHF 15.– per vehicle
c) External collector (additional): CHF 2.50 per 100 kg, min. CHF 15.– per collection

8.3 Exports
a) Loading of export vehicles: CHF 1.50 per 100 kg, min. CHF 15.– per vehicle
b) External delivery (additional): CHF 2.50 per 100 kg, min. CHF 15.– per delivery

8.4 Additional services
Sorting out/supervised work is invoiced based on time spent at a rate of CHF 70.– per person per hour.

8.5 Intermediate storage
Applies to shipments that cannot be delivered within 5 calendar days. The shipment is stored from the 6th calendar day (the first day counts as acceptance of goods/collection) and the person placing the order is invoiced based on the following conditions:
Warehouse rent: CHF 0.20 per 100 kg of chargeable weight and calender day
Storage and retrieval: CHF 2.– per 100 kg min. CHF 12.– per order

In accordance with FFHB, the goods are insured for up to 30 calender days with CHF 15.– per kg of effective freight weight. After that, the person responsible for placing the order must take care of the insurance (fire/water/theft).

8.6 Self collection
If the shipment is collected by the customer or a third-party, this will be invoiced as follows:
Self-collection from the CT site: CHF 2.50 per 100 kg, min. CHF 15.– per collection

8.7 Weighing/Labelling
Weighing fee: CHF 4.– per shipment
Labelling: CHF 1.– per shipment

8.8 Packaging material
The disposal of packaging material is invoiced based on the amount of time spent.

9 Invoicing/Payment conditions
9.1 Invoicing
We invoice our services twice a month in Swiss francs. VAT is invoiced on top of this and is listed separately.

9.2 Payment conditions
Invoices are payable within 30 days of the invoicing date. Any cash discounts are debited later. If the invoice is not paid within 30 days (due date), a late payment fee of 5% is added. With bank/postal transfers, the person placing the order (customer) is responsible for any fees/expenses incurred.

9.3 Complaints
Any complaints related to the invoice must be made within 30 days from the invoicing date. If no complaints are received, the invoice is considered to have been accepted.

9.4 Administrative fees
The invoices are sent by email in PDF format. If the invoice needs to be sent by post in paper format, a fee of CHF 5.– is added for each invoice.

Other services
Warehouse logistics
When it comes to logistics, we work according to the general conditions of SPEDLOG-SWISS Lager (Professional Association of Swiss Shipping and Logistics Companies).

Crane logistics
The «GTC crane» applies for services and liability in the crane service sector.

This translation is for informational purposes only and is not a legally binding document. The original provisions are set out in the original version in German.

We reserve the right to make any changes to our terms and conditions. The general carrier liability provisions as stated on the back apply.

Freight forwarder liability provisions (FFHB)

General provisions for transportation within Switzerland

10.2023 | EN

1. Liability
The freight forwarder is liable for proven direct damage, caused from the time of the hand-over of the goods to be conveyed until their delivery, whether the damage is caused by the freight forwarder itself or an auxiliary person.

2. Liability conditions
a) Obligations of the sender or client
The sender or client has to ensure that the goods are suitably packaged. It has to precisely notify the freight forwarder of the recipient's address, the delivery location, the number of units, the packaging, the contents, the weight and the dimensions of the cargo, the delivery time and the transport route.
The sender or client has to declare the goods value unrequested, if the goods to be conveyed exceed a value of CHF 15.– per kg of effective freight weight.
In particular, the sender or client is obliged to make the freight forwarder aware of the special features of the goods to be conveyed, its weight distribution and susceptibility to damage. It is responsible for providing sufficient markings and where necessary even numbering the freight units.
Any disadvantages, damage or loss incurred due to the omission or inaccuracy of this information shall be borne by the sender. The freight forwarder is not obliged to provide compensation in this case.

b) Retention of damage
Damaged or missing goods have to be noted immediately, in the presence of the driver, on the delivery note or the receipt confirmation with a reservation. For damage which is not recognisable externally, written notice is to be made within eight calendar days of delivery, including the day of delivery.

3. Liability disclaimer
a) General
The following cases are excluded from the liability of the freight forwarder
- Damage from improper loading on the loading platform by auxiliary personnel of the sender
- Breakage due to normal vibrations
- Breakage to the product itself
- Damage to or loss of goods which are transported in locked or externally undamaged cases, cartons or containers and where the flawless condition and completeness of the goods could not be checked at the hand-over
- Damage due to defective or unsuitable packaging
- Damage due to weather
- Damage due to an insufficient room profile or transport route, if the sender or recipient has demanded this access route.
- Damage due to scratches, print and abrasion damage, enamel and coating split-offs, polish cracks as well as the loosening of glued parts and veneers
- Force majeure
- Malicious damage by third parties

b) Damage during loading and unloading
The loading and unloading are performed by the sender or recipient. If the sender or the recipient orders the driver to unload the goods after the driver has reported to them, the driver shall do this on behalf of the sender or the recipient. The freight forwarder is not liable for damage incurred due to these actions. The driver shall perform this work as an auxiliary helper of the sender or recipient. If the loading or unloading is done by the driver without him/her reporting to the sender or recipient, then the compensation shall be calculated in accordance with point 4.

c) Indirect damage
Liability for indirect damage such as lost profits, breakdowns and other consequential damages is hereby excluded.

4. Liability restrictions
a) Damage to or loss of the conveyed goods
The scope of the compensation obligation is limited, as far as is legally permitted, to the value of the goods at the site and at the time of the transfer for transportation, and to a maximum of CHF 15.– per kg of effective freight weight of the damaged or lost goods. The maximum liability is, however,
CHF 40 000 per event.

b) Damage due to delays and other indirect damage
The freight forwarder only has to provide compensation for damage due to delays in delivery, if liability for this has been agreed in writing. In this case the freight forwarder is liable for up to the amount of the agreed freight fee. The assertion of other indirect damage such as, in particular, lost profits, breakdowns etc., is explicitly excluded.

c) Damage purely due to transhipment activities
If the freight forwarder performs transhipments in its function as a warehouse keeper, it is only liable for deliveries, incorrect loading and unloading, empty runs, demurrage, loss of booking, unpacking etc., if the liability for this has been agreed in writing. If liability for damage due to transhipment activities has been agreed in writing, the freight forwarder is liable up to the amount of damage incurred, although max. CHF 2500 per event (= uniform cause of damage, even with several deliveries per order). In the event of the loss of or damage to the conveyed goods, the obligation to provide compensation is based on the rest of the provisions of the Freight Forwarder Liability Provisions (FFHB).

5. Liability in the event of outsourcing
Provided nothing else has been explicitly agreed, the freight forwarder is permitted to have the order executed by an intermediate in full or partially. In this case the freight forwarder is liable to the client in the same way as if it had executed the order itself.

6. Liability in international transport
For international transport the liability provisions of the CMR (Convention on the Contract for the International Carriage of Goods by Road) apply.

7. Forfeiture and statute of limitations
The forfeit of all liability claims and the limitation of compensation claims is based on art. 452 and art. 454 of the Swiss Code of Obligations.

8. Transport insurance
The client can commission the freight forwarder to take out transport insurance for the goods to be conveyed. The transport insurance premium is to be borne by the client. The transport insurance covers damage and losses at the acquisition price (insured amount) of the damaged or lost conveyed goods.
Risks such as lost profits, breakdowns etc. (indirect damage) are not covered by the transport insurance. The client has to conclude its own insurance for this.

9. Loading aids
Only intact, transportable loading aids are allowed to be used in general transportation with the senders or recipients, if they allow rational transportation and transhipment. The loading aids shall correspond to EPAL/UIC guidelines and replacement criteria. If a recipient rejects the receipt of loading aids upon the delivery of the conveyed goods, and the freight forwarder has to return them to its warehouse, the freight forwarder can invoice the client for the storage space used, plus the administrative work incurred for the duration of the custody of the aids. The freight forwarder rejects the liability for costs incurred by the sender or recipient for any repalletising of goods. It is up to the client to oblige its customers or recipients to only use EPAL/UIC-conform loading aids. A disadvantage of any kind has to be borne by the client or recipient. The client shall indemnify the freight forwarder against all demands or other claims, which third parties, especially the recipients, assert against the freight forwarder in connection with the loading aids. It is up to the client to contractually oblige its customers or recipients accordingly.

10. Exclusion of offsetting
The offsetting of damage claims with the freight fee is excluded.

11. Place of jurisdiction
The place of jurisdiction for all claims based on the liability of the freight forwarder is the registered office of the freight forwarder. Swiss law shall apply.