

CAMION TRANSPORT



General Terms and Conditions (GTC)

Effective from 1st January 2020



CAMION TRANSPORT Ltd

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Standard Transport Services

1 CAMION TRANSPORT AG (CT) Transport services

CT generally delivers comprehensively throughout Switzerland and Liechtenstein within 24 hours (peripheral and mountainous regions within 48 hours). The standard house-to-house service includes pick-up, transport, monitoring, and delivery to the receiver. The collection and/or delivery of the goods is defined from/to the loading ramp or kerb-side, i.e. no site/floor delivery.

2 Goods in transit

CT generally transports goods of any size or type as long as they can be loaded onto covered trucks and can be transported without a special licence or permit due to the mass/weight.

The sender is responsible for packaging the goods correctly for shipping and transport such that they are adequately protected against potential damages and do not damage other goods. The goods are marked with the address of the sender and recipient. Dangerous goods must be packaged, labelled, and provided with the mandatory shipping documents in accordance with the provisions of ADR/SDR. The following shipments require a separate agreement and must be specifically mentioned when the order is placed:

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- Individual items with gross weight above 1500kg
- Items longer than 3m
- Sensitive goods have to be marked accordingly
- Easily perishable goods

3 Transport order

The following details are required for transportation:

- Full sending and receiving addresses
- Freight payer (the client remains liable to pay, if the specified freight payer is in default of payment)
- The quantity and type of packaging units
- The gross weight and dimensions (L x W x H) per packaging unit
- Special characteristics: dates/deadlines, advance notice, access limitations, cash on delivery, ADR/SDR, goods with a value of more than CHF 15.00 per kg of effective freight weight.

Dangerous goods must be declared in accordance with statutory regulations. We offer the option of an electronic data interchange.

4 Delivery

The customer delivery note with the details on the shipment is affixed to the goods. Upon delivery, the receiver confirms the receipt of the shipment on the mobile device of the driver. The receipt transmitter can be viewed in the web portal via Track & Trace. If the customer demands a delivery with a customer-specific delivery note, CT invoices a fee of CHF 5.00 per shipment. If the receiver refuses signature capture on the mobile device, the shipment is returned to the sender subject to a charge with the comment «acceptance refused». If the receiver issues a delivery approval to CT, the shipment counts as delivered as soon as it has been deposited as agreed upon.

5 Price calculation

5.1 Types of rates

a) GU rate: calculation basis of ASTAG

The price depends on the transport distance (sender–receiver) and the chargeable weight.

b) CT rate: rate with 9 price zones

The price depends on the price zone (determined from sender and receiver postcodes) and the chargeable weight.

5.2 Chargeable weight

Equivalent to the gross weight (including pallets/packaging).

If the volume weight exceeds the gross weight, the volume weight will be the chargeable weight.

If CT ascertains deviations from the gross weight or volume declared by the customer, the data for delivery and invoicing is corrected.

5.2.1 Volume

Stackable volume goods: min. tax weight 250kg per m³
Other volume goods: min. tax weight 500kg per m²
Loading metres (LM): min. tax weight 1200kg per LM

5.2.2 Palletising

Pallets (max. size 1.2 x 0.8m/without overhang)
EU1 up to max. 60cm total height: min. 125kg tax weight
EU2 up to max. 100cm total height: min. 250kg tax weight
EU3 from 101cm total height: min. 400kg tax weight

5.3 Surcharges

5.3.1 Fuel surcharge

Fluctuations in fuel prices are invoiced and displayed in the form of a separate fuel surcharge on top of the transport fee. The fuel surcharge is based on current diesel price statistics. Further information is available at www.camiontransport.ch

5.3.2 Congestion surcharge

Pressure on Switzerland's road network is increasing year by year. To offset productivity losses a congestion surcharge is levied on net freight. The surcharge is based on the annual index compiled by the Federal Roads Office (FEDRO). Congestion table and further information: www.camiontransport.ch

5.3.3 Dangerous goods, ADR/SDR shipments

The ADR surcharge is 10% of the gross freight amount (min. CHF 20.00, max. CHF 50.00 per shipment). Any permits required, will be charged separately. For transport of Class 1 goods that require explosion-proof vehicles, the surcharge is 20% (min. CHF 50.00, max. CHF 130.00).

5.3.4 Goods longer than 3 m

The length surcharge is 25% of the gross freight amount (maximum CHF 50.00 per shipment).

6 Loading devices

6.1 General

In general, only intact, transportable loading aids which allow rational transportation and transshipment, are allowed to be used for transportation from the sender or to the recipient (such as EURO/SBB pallets that meet EPAL standards or equivalent loading devices).

6.2 Replacement units (one-to-one)

The customer must clearly and visibly state on the pick-up order and delivery order if loading devices (only EPAL standard devices like EUR pallets, frames, covers) need to be replaced.

If replacement units cannot be switched at the receiver's one-to-one, the carrier may claim the balance of replacement units from the customer.

6.2.1 Service fee

a) In an order with one-to-one exchange, a service fee is charged above the net freight and shown on the transport invoice:

- 3% for exchangeable pallets according EPAL
- 6% for use of frames and covers as well as pallets in cross-border shipments
- 6% if «white» replacement units must be delivered

b) A fixed rate per type of loading device can be agreed upon instead

- of a percent surcharge. Per cycle:
- CHF 1.50 per pallet
 - CHF 1.50 per cover
 - CHF 3.00 per frame

The fee is double for cross-border shipments and «white» replacement units.

6.3 Return transport of loading devices (not one-to-one)

Empty standard replacement units will be transported at the following rates:

- EUR pallet: CHF 2.00 per unit
- Cover: CHF 1.00 per unit
- Frame: CHF 6.00 per unit
- Minimum: CHF 20.00 per order

6.3.1 Empty wire mesh crates

Wire mesh crates are not replacement units and have to be notified with the transport order. The following prices apply if the delivery is made via CT.

- 1 – 3 units: CHF 30.00 per unit
- 6 and over: CHF 20.00 per unit
- 4 – 5 units: CHF 24.00 per unit

6.3.2 One-way pallets

One-way pallets are not deemed replacement units and are invoiced as a normal transport order.

7 Additional Services Transport

7.1 Moving of goods to floors, cellars, etc.

Surcharge for moving the goods to a floor, a cellar, etc.: CHF 10.00 per 100kg (minimum CHF 10.00 per shipment).

7.2 Scheduled deliveries

Time-definite deliveries can only be arranged for a full hour time frame and it has to be clearly marked on the delivery note. Early deliveries at 08.00 and time-definite deliveries in peripheral and mountainous regions must be discussed in advance with CT's disposition/dispatching.

Scheduled deliveries are invoiced as follows:

- Delivery before 08:00 AM CHF 80.00 surcharge
- Delivery before 10:00 AM CHF 50.00 surcharge
- Pick-up/delivery on the hour CHF 50.00 surcharge
- Pick-up after 4:30 PM CHF 80.00 surcharge

7.3 Freight on delivery/Money collection

The commission for money collection is 2% of the collection fee, but a minimum of CHF 30.00 per shipment. The collection order includes the following points:

- Written order by the customer
- Clearly visible note on the delivery order
- Only one total collection amount per receiver, shown in Swiss francs
- Written note by customer if cash or collection-only cheques in Swiss francs are accepted.

7.4 Notifications

Notifications (telephone, fax, post, email) are invoiced at CHF 5.00 per notice if they are requested by the customer. For deliveries to private households, notification is automatic and invoiced.

7.5 Trade fairs

Additional expenses are invoiced at cost and/or according to the local trade fair rates.

7.6 T-documents

A CHF 30.00 fee per shipment will be levied for the additional work involved in deliveries with a T-document. CT must be notified a day in advance of shipments with T-documents. CT declines all liability towards customs authorities.

7.7 Air shipments

Additional expenses for air shipment orders due to security requirements for transporting air shipments are invoiced with a surcharge of CHF 20.00 per export shipment.

7.8 Vehicle-free areas/Connecting transportation for mountain railways

The extra costs for transportation to places which cannot be reached by road, shall be charged according to the official local delivery rates (e.g. Zermatt, Saas Fee, Wengen etc.).

7.9 Traffic restrictions

In the event of official diversions as well as sections of road which require a fee (e.g. tunnels) the corresponding extra costs, in particular extra kilometres and additional LSWA, shall be invoiced.

7.10 Provision of support personnel

Provision of additional support personnel: CHF 70.00 per manhour. Every half hour begun is counted as a full half hour. Must be discussed in advance with CT's disposition/dispatching.

7.11 Weighing/Labelling

Weighing fee	CHF 4.00 per shipment
Labelling	CHF 1.00 per shipment

7.12 Packaging materials

Disposal of packaging materials is invoiced at cost.

7.13 Empty runs

Empty runs for collection orders as a result of incorrect details or if goods are not ready, shall be invoiced according to the costs incurred, or at least CHF 50.00.

7.14 Second delivery attempts

If a shipment cannot be delivered on the first attempt for reasons for which CT is not responsible (incorrect delivery address etc.), the full delivery costs of the first delivery are also invoiced.

7.15 Waiting times

If loading or unloading time is exceeded, a surcharge of CHF 90.00 per hour will be invoiced on top of the freight costs. (Loading and unloading time are included in the freight costs at a rate of max. 5 minutes per 1000kg.). Each new half hour begun is calculated as a full half hour.

7.16 Extra loading/unloading sites

Extra loading/unloading sites within the same post code/town shall be invoiced at an extra CHF 60.00 per additional site.

7.17 Proofs of delivery

Proof of delivery can be accessed free-of-charge in Track & Trace. In the event of more administrative work (5 proofs of delivery and more), or if statistics are requested, a fee shall be charged. The effective work is invoiced at CHF 20.00 per 15 minute unit.

7.18 Liability/Insurance

Our freight carrier liability is limited to max. CHF 15.00 per kg gross of the damaged transport goods. If desired, additional insurance may be taken out when placing the order. This will amount to 0.2% of the value of the goods, minimum CHF 30.00 per shipment.

8 Cargo handling/logistics services

8.1 Shipment services

A handling fee will be charged for loading and unloading external vehicles. The handling costs will be invoiced at a freight chargeable weight per 100kg. This includes the following services:

- Loading/unloading shipments by CT employees
- Use of the assigned ramp spaces at the agreed times
- Use of the shipment area
- Liability and insurance in accordance with FFHB (see reverse)

8.2 Import

- a) Unloading import vehicles: CHF 1.20 per 100kg, min. CHF 15.00 per vehicle
- b) Reloading: CHF 2.50 per 100kg, min. CHF 15.00 per vehicle
- c) External collector (additional): CHF 2.50 per 100kg, min. CHF 15.00 per collection

8.3 Export

- a) Loading export vehicles: CHF 1.50 per 100kg, min. CHF 15.00 per vehicle
- b) External delivery (additional): CHF 2.50 per 100kg, min. CHF 15.00 per delivery

8.4 Additional services

Sorting/scheduled work at cost 65.00 CHF per man-hour

8.5 Temporary storage

Applies to shipments that cannot be delivered within 5 calendar days. From the 6th calendar day (the first day is deemed to be the handover of goods/collection), the shipment will be stored and invoiced to the customer under the following conditions:
Warehouse rental: CHF 0.20 per 100kg tax weight and calendar day
Storage and removal: CHF 2.00 per 100kg tax weight, min. CHF 12.00 per order

The goods are insured up to 30 calendar days according to FFHB with 15.00 CHF per kg effective freight weight. Afterwards the goods (fire/water/theft) have to be insured by the customer.

8.6 Customer collection

If the shipment is picked up by customers or third parties, the expense will be charged as follows:

Collection from CT site: CHF 2.50 per 100kg, min. CHF 15.00 per collection

9 Invoicing/Payment terms

9.1 Invoicing

Our services are invoiced twice a month in Swiss francs. VAT is charged on top and displayed separately.

9.2 Payment conditions

Invoices are due for payment within 30 days net of the date of invoice. Any discounts shall be debited in retrospect. If payment is not made within 30 days (the due date), default interest of 5% shall be charged from the due date. In the event of bank/post office transfer the client (customer) shall pay any fees/charges incurred.

9.3 Complaints

Complaints regarding invoices must be made within 30 days of the invoice date. Without any objection, the invoice shall be deemed to be accepted.

9.4 Administrative fee

With the opening of a new customer account, individual invoices, invoice amounts under CHF 100.00 or re-invoicing, an additional CHF 20.00 administrative fee is charged.

Other Services

Storage, Order Picking, Packing, Price Marking, Value Added Services, Night Express, Crane logistics

Warehouse logistics

We comply with the standard conditions of SPEDLOGSWISS Warehouse (Swiss Freight Forwarding and Logistics Association) in the logistics division.

Crane logistics

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

For further information visit: www.camiontransport.ch

Freight forwarder liability provisions (FFHB)

General provisions for transportation within Switzerland

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 15.00 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 15.00 per kg of effective freight weight of the damaged or lost goods. The maximum liability is, however, CHF 40000 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 transshipment activities

If the freight forwarder performs transshipments 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 transshipment 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 transshipment. 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.