

Janus- Trans e.K.
general terms and conditions of business
concerning the transport of valuables

1.) Scope of validity

1.1. Material scope of validity

These general terms and conditions of business (named in the following as general terms and conditions of business) apply to each conveyance of valuables from the client to the recipient, carried out by the company Janus- Trans e.K. (named in the following as „transport company”). These terms and conditions also apply to the temporary storage of valuables and the execution of consolidated transportation.

1.2 Period of validity

The general terms and conditions listed in the existing version remain applicable until such time that they are revoked in writing by the user or until a mutual agreement to amend them is reached by the contractual parties.

1.3 Location validity

These general terms and conditions only apply for transportation within the Federal Republic of Germany.

1.4 Exclusivity

These general terms and conditions take precedence over all other business terms and conditions, including those of the client.

1.5 Definitions

Valuables in the sense of those referred to in 1.1 are in particular gold and silver items, precious metals of all types and forms as well as articles made from the mentioned materials. Also included in this definition are gemstones, semi-precious stones, valuable coins, all kinds of clocks and watches, property deeds and certificates and also correctly and suitably packed and packaged valuables made from porcelain.

2.) Packing, declaration, documents

2.1

The consignments of valuables submitted for transportation are to be protectively packed and packaged. The packaging must be tear-resistant, shockproof and stable. Should the package not feature a seal, the client must carry the burden of proof with regards to suspected opening of the package.

2.2

Each consignment intended for transportation is to be labelled with highly visible and permanent and complete sender information and the recipient's address; a duplicate of this information is to be placed inside the consignment. The consignment should also be clearly marked with the relevant information if the goods contained are fragile or breakable.

2.3

The transport company will produce a duplicate copy of the delivery note for every consignment. The delivery note is to be signed by the sender and the transport company upon receipt of the goods. One copy is intended for the sender and the other is retained by the transport company.

2.4

In case of difficulties and delays resulting from failing to observe the contents of the points 2.1 to 2.3 the client is liable to provide the transport company with compensation for additional work and expense.

3.) Temporary storage, consolidated transportation

3.1

The transport company is entitled to compile a consolidated transport batch comprising the consignments of various clients and various receiving points and dispatch destinations. Temporary storage by the transport company is permitted, as long as the agreed storage duration prior delivery to the receiving point is not exceeded.

3.2

In case of temporary storage, the transport company assumes liability for the careful storage of the cargo.

3.3

Once the recipient has documented receipt of the goods from the transport company or its personnel, the proper delivery of the goods has been effected.

4.) Changes to the transportation agreement, delivery difficulties

4.1

The client has the right to give further instructions to the transport company, after the receipt of the goods to be transported, e.g. to deliver the consignment to another destination or recipient or to return the consignment to the sender. Such instructions only become binding for the transport company if they are submitted by the sender in written form. The sender's right to amend delivery instructions can not longer be exercised once the consignment has been received by the recipient. The transport company can refuse to execute an instruction if the execution thereof would unreasonably limit other operations, in particular where it would put the fulfilment of other contracts at risk.

4.2

If, during the delivery of the transported goods, arise temporary or long-term difficulties, the transport company must advise the client thereof and request further instructions on how to proceed. Should the client fail to instruct the transport company within a reasonable period of time, the transport company may return the consignment to the client. Additional work and expense to the transport company arising from delivery difficulties or instructions – also in accordance with point 4.1 – are to be compensated by the client.

5.) Liability, insurance

5.1

In accordance with §§ 425, 426, 428 of the Code of Commercial Law, the transport company is liable for damages arising from the loss or damage of the valuables from the time of submission of the valuables for transportation to the time of delivery to the recipient. Where the behaviour of the client or recipient may be considered to have contributed to the occurrence of the damages or where a contributing factor may be attributed to a particular defect of the transported goods, the obligation to render compensation for the damaged goods and the scope of the compensation to be paid depends on the degree to which these circumstances are deemed to have contributed to the actual damage.

Janus Trans has a values, transport and storage insurance. On request, an insurance confirmation can be handed out.

In principle, the liability of the transport company is limited to 2,500 EUR per consignment. A higher sum of liability may only be claimed if the client listed on the delivery note has concluded an insurance agreement in accordance with the list “Prices for the transport of valuable goods” in its valid form.

5.2

In accordance with § 426 of the Code of Commercial Law, the transport company is exempt from liability where the loss, damage or failure to deliver within the due deadline is deemed to be due to or a consequence of circumstances, which the transport company could not have avoided, even with the utmost diligence. Furthermore, certain liability exemptions in accordance with § 427 of the Code of Commercial Law also apply.

Excluded from the transport company’s obligation to render compensation are:

- war
- civil war, events that resemble war or events arising from the enemy use or the presence of instruments of war, regardless of the state of war
- nuclear power, nuclear reaction, radioactive emissions or radioactive contamination of any kind
- impounding, suspension or other governmental enforcements
- destruction caused by quarantine or customs measures
- offences with intent carried out by persons employed by the client to carry out an obligation
- difficulties arising from resources failure (e.g. engine damage, punctured tyres, et.) insofar as any kind of loss or damage to property occurs.

6.) Terms of payment

6.1

Subject to any alternative agreements, which may be made in individual cases, the freight charges and all additional costs are due for payment without deductions within 10 days of receipt of invoice and are to be paid into the bank account named by the transport company at no on-cost to the account holder.

6.2

Payment deadline stated in section 6.1 is exceeded, the transport company is entitled to charge interest at a rate of 8% above the basic rate of interest set by the European Central Bank without issuing a reminder.

7.) Contractual exclusion of set-off

The claims of the transport company arising from the contract concerning the transport of valuables may only be set-off against undisputed or non-appealable identified claims.

8.) Right of lien

Regarding the right of lien, § 441 of the code of commercial Law is to be applied.

9.) Miscellaneous

Should any term or condition of these general business terms and conditions become wholly or partially ineffective, this does not affect the validity of the remaining terms and conditions. In such a case, the parties are to replace the ineffective or invalid term or condition with one that corresponds most closely to the legal or economic content of the ineffective or invalid term or condition and to the purpose of the contract as a whole.

10.) Place of jurisdiction

If the contractpartner is a tradesman, a body corporate organized under public law or a special property under law, court of jurisdiction exclusively will be our business location for all requirements, which are resulting out or on account of specific contracts, as agreed. Similar credit is considered adverse persons, who do not have in general a court of jurisdiction in Germany or persons, who after a contract conclusion having their permanent residence or usual place of residence displaced beyond Germany or whose permanent residence or usual place of residence in term of claiming, is unknown.