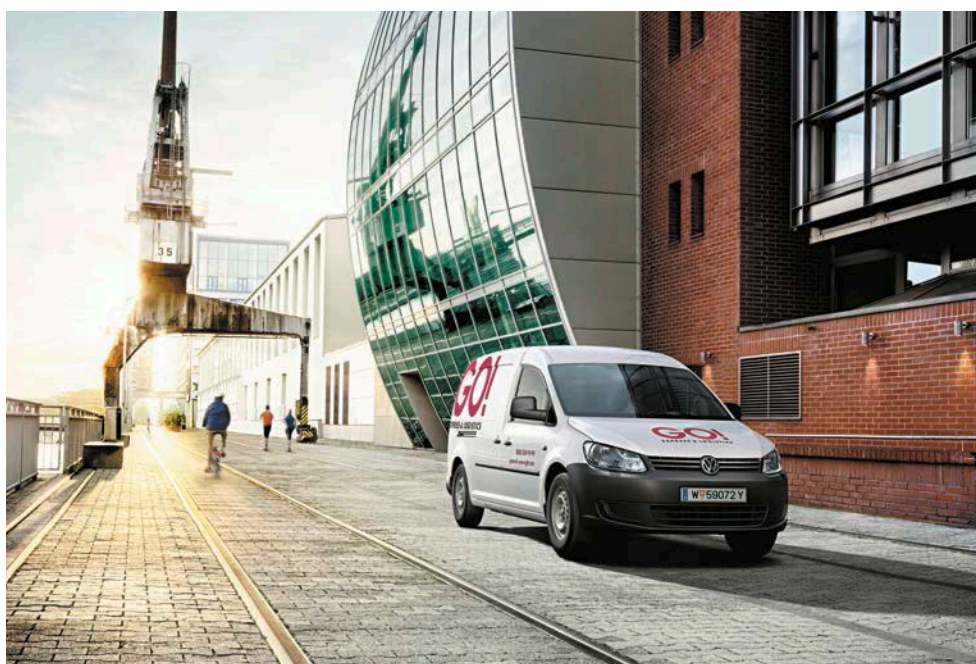


GO! EXPRESS & LOGISTICS

OUR SPECIAL TERMS AND CONDITIONS



IT'S ALL
ABOUT
TIME

GO!
EXPRESS & LOGISTICS

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SPECIAL TERMS AND CONDITIONS OF BUSINESS GENERAL OVERNIGHT EXPRESS & LOGISTICS (AUSTRIA) GMBH

Stand: August 2017

I. Scope of application

1. These special terms and conditions of business (hereinafter called „ST&Cs“) shall apply to all activities of General Overnight Express & Logistics (Austria) GmbH (hereinafter called „GO!“), particularly to the carriage of courier, express and postal consignments („consignments“) by way of a logistics system („GO! System“), whether this is carried out by GO! itself or by third parties contracted by GO! („carriage“).
2. Except where otherwise stipulated in these ST&Cs, all activities of GO! shall be governed by the provisions of the Unternehmensgesetzbuch (UGB) [Austrian Commercial Code] and by the Allgemeine Österreichische Spediteurbedingungen (AÖSp) [General Austrian Forwarding Terms and Conditions], as applicable at the respective time. On a subsidiary basis, the provisions of the CMR [Convention on the Contract for the International Carriage of Goods by Road] shall apply in the case of international carriage by motor vehicle, the CIM [Uniform Rules concerning the Contract for International Carriage of Goods by Rail] shall apply in the case of international carriage by rail, and the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) shall apply in the case of international carriage by air.
3. These ST&Cs shall always apply as an integral part of every carriage of a consignment. The ordering party hereby acknowledges that GO! operates exclusively on the basis of these ST&Cs. GO! shall not accept any terms or conditions of the ordering party that deviate herefrom. Such deviating terms and conditions shall not become part of the contract, unless GO! has expressly consented thereto by written acknowledgement..
4. All consignments where the consignor, consignee or third parties are to be incorporated into the provision of services by GO!, and such consignor, consignee or third parties are named in sanction and/or boycott lists under the applicable EC anti-terror regulations or other sanction lists, shall be subject in principle to an exclusion from transportation, which must be observed.

II. Scope of services

1. Carriage by GO! shall include the collection, transportation and delivery of consignments.
2. The route to the consignee that is appropriate for the type of service ordered shall be taken. Depending upon the type of service ordered, delivery shall, in principle, be made within the validity periods specified in the respective valid price lists.
3. In principle, any validity periods specified shall be non-binding, unless otherwise expressly agreed upon in writing by individual contract.

III. Exclusion from carriage

- 1 Supplementary to the exclusions from carriage under AÖSp Section 5, the following shall, in principle, be excluded from carriage:
 - Services subject to a licence under the Postmarktgesetz [Postal Market Act] Section 26;
 - In the case of international carriage of consignments, consignments excluded from air transportation under the regulations of the International Air Transport Association (IATA) or the regulations of the International Civil Aviation Organisation (ICAO);
 - All types of animal, except where otherwise provided for under the special terms and conditions for the transport of animals in the GO! System;
 - Consignments of particular value („consignments of valuables“), except where otherwise agreed upon by individual contract under Item III.2. In particular, a consignment of a valuable is defined as (i) a consignment that has a value of more than € 50,000.00, or (ii) a consignment that has a value below € 50,000.00, but is of extraordinary significance for other reasons, e.g. works of art, antiques, gemstones, stamps, unique specimens, gold, silver or other jewellery, cash or securities (particularly cheques, bills of exchange, savings deposit books, shares or other collateral); or
 - Except where otherwise agreed upon by individual contract under Item III.4., consignments containing dangerous goods within the meaning of the ADR [European Agreement Concerning the International Carriage of Dangerous Goods by Road].
2. Carriage of consignments of valuables may occur if the ordering party has ordered this, expressly specifying in writing the true value of the item to be transported, and if the ordering party has entered into a separate written agreement with GO! in this connection. Section 56 of the AÖSp shall apply analogously to all consignments of valuables. Therefore, GO! shall not be liable for the true value of a consignment if GO! has not been notified of this value by the ordering party. Regardless of whether or not GO! has been informed of such true value, the provisions on liability under Section 5 shall remain unaffected by this Item III.2.
3. In the case of carriage of a consignment of valuables under Item III.2, additional transportation insurance or valuables insurance shall be taken out. The ordering party shall be entitled to any insurance payout thereunder.
4. Any transportation of dangerous goods under Item III.1. shall require express, prior, individual agreement between the ordering party and GO!. In the course of making such agreement, the ordering party shall communicate the precise nature of the dangerous item, any impending danger and, where applicable, any precautionary measures to be taken. The ordering party shall be solely responsible that the statutory provisions relevant to such a dangerous item are complied with when handing over the dangerous item to GO!, particularly in cases where this obligation rests with GO! according to the statutory provisions. Contrary to Item II.3., the possibility of agreeing upon binding validity periods for dangerous goods is, in principle, hereby excluded.

IV. Terms and conditions of carriage / mutual obligations

1. The ordering party's duties shall be governed by the statutory provisions and by the provisions of the AÖSp. In particular, the ordering party shall be responsible for securely packaging the consignment and for providing the accompanying documentation necessary for the consignment.
2. In particular, GO! shall not be obliged to check the content of a consignment prior to taking receipt thereof. This shall apply also to goods under Section 3 that are excluded under these terms and conditions.
3. Prior to the carriage of a consignment by GO!, the weight of the consignment shall be determined by means of calibrated scales. Data provided by the ordering party relating to the weight of a consignment shall not be decisive. In particular, deviations from such data compared to GO! measurements shall be irrelevant.

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4. GO! shall be authorised to open consignments for the purpose of checking the address or properly performing the contract, and, in particular, also to ensure that no goods subject to the exclusion from carriage under Section 3 are present.
5. If a consignment excluded from carriage is present, GO! shall be free to return this consignment to the ordering party. In such case, the ordering party shall also bear the cost of return transportation.
6. Insofar as a binding delivery period has been agreed upon, this delivery period shall begin when GO! takes possession of the consignment. In cases where it is temporarily impossible to deliver, the delivery period shall be extended by at least one day each time. In cases where it is permanently impossible to deliver, Item IV.9 shall apply.
7. Delivery of consignments to the consignee shall be made against a signature by the consignee or any other person residing at the delivery address, or named by the ordering party, provided that it can be assumed in the overall circumstances that such person is entitled to take receipt. If a business address has been specified as the delivery address, delivery shall be made during customary business hours.
8. Consignments may also be posted through letter-boxes, insofar as this has been separately agreed upon between the ordering party and GO!. Such consignments shall be deemed delivered once posted into the letterbox. The GO! liability for such consignment shall end once the consignment has been posted into the letter-box of the intended consignee.
9. Consignments that the consignee refuses to take delivery of, or that cannot be delivered for other reasons imputable to the ordering party or the consignee, shall be returned by GO! to the ordering party at the ordering party's expense as per the current price list. The method of returning such consignment shall be the same as that requested by the ordering party for the carriage of this consignment.

V. Fees, costs and liability

1. The fee for the carriage of consignments shall, in accordance with Item IV.3, be determined exclusively on the basis of the weight determined by GO!.
2. Except where otherwise agreed upon in writing between GO! and the ordering party, the fee for the carriage of a consignment shall, in conformity with AÖSp Section 29, be paid by the ordering party by cash on delivery (due date). Default in payment shall commence no later than at the end of a five-day period following the due date, without any further reminder having to be sent or any other prerequisite having to be met. In the event of default in payment, GO! shall impose default interest at the customary banking rate, however at least at the rate of 0.75% per month commenced. The right to assert a higher claim for damages caused by default shall remain reserved.
3. Insofar as special rules on liability are absent in these ST&Cs, the GO! liability shall be governed by AÖSp Sections 51 et seq. and, on a subsidiary basis, by the provisions of the UGB. Any liability beyond this, particularly liability for lost profit, is hereby excluded, insofar as this is legally permissible: the same applies for cases of slight / ordinary negligence. This exclusion shall not apply to personal injury.
4. For cases of (i) loss of or (ii) damage to a consignment, GO! shall be liable for each consignment as follows:
 - In the case of overnight consignments, same-day deliveries and other consignments, except for direct transportations, the GO! liability shall be limited to (i) 8.33 special drawing rights per kilogram of gross weight of the consignment, or (ii) € 2,500.00 per consignment, whichever amount is higher.
 - In the case of national direct transportations, the GO! liability shall be limited to (i) 8.33 special drawing rights per kilogram of gross weight of the consignment, or (ii) a maximum of € 50,000.00 per consignment, whichever amount of liability is higher.
5. In the case of national carriage, liability for failure to meet a delivery period that has been expressly agreed upon (Item II.3) shall be limited to simply one times the amount of the fee for carriage of the respective consignment.

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6. If, on account of a breach of a contractual duty relating to the carriage of a consignment, GO! is liable for loss that has not arisen from loss of, or damage to, a consignment, or from failure to meet an agreed delivery period, liability shall be limited to one times the amount that would have to be paid, had the consignment been lost. Property damage and personal injury are excluded herefrom.
7. In the case of international carriage of consignments, the provisions of the international conventions under Item I.2 shall apply.
8. Additional provisions concerning customs clearance: the cost of customs clearance in respect of consignments under AÖSp Section 25 b shall be determined on the basis of the surcharges contained in the current GO! price lists. Otherwise, the provisions of the UGB and the AÖSp shall apply in connection with customs clearance.

VI. Other Provisions

1. Data protection: GO! shall be entitled to collect, store and process data logged in connection with the services offered, also on a cross-border basis, and to pass on such data to partners of GO!, insofar as and as long as this is necessary for rendering the services. Such data processing may be carried out with regard to further services and offerings from GO!. The ordering party hereby agrees to such data logging and processing, and to the transmission of such data, particularly to government agencies or customs authorities.
2. Place of jurisdiction: The place of jurisdiction shall be determined on the basis of AÖSp Section 65.
3. Choice of law: Substantive Austrian law, excluding the conflict of laws standards under international private law, shall be deemed agreed upon for all contracts with GO!.
4. Information in accordance with the Austrian federal act on alternative dispute-resolution in consumer affairs (Alternative-Streitbeilegung-Gesetz - AStG):
GO! does not participate in dispute-resolution proceedings before alternative dispute-resolution bodies.

0800 / 859 99 99

Free service hotline number for calls made from an
Austrian landline (24 hours a day, 7 days a week)

general-overnight.com