

TERMS AND CONDITIONS

Status: 5.9.2019

General Terms and Conditions of preenTec AG, hereinafter referred to as: CargoHub

1. Area of application

These General Terms and Conditions (T&Cs) are an integral part of all contracts concluded with CargoHub via the online platform operated by CargoHub.

The online platform can be accessed online at the Internet address www.CargoHub.ch. These T&Cs apply regardless of which user interface is used for the online platform; they also apply in particular if access to the online platform is not via a browser, but via a software interface from another program.

Insofar as CargoHub commissions a carrier for transport with the knowledge of the customer, the general terms and insurance conditions shall apply in the version that is valid at the time the order is placed, in addition to CargoHub's T&Cs. In the event of deviations, the regulation that is more favorable to CargoHub shall apply in each specific case.

2. Relationship to other regulations

In the event that the provisions of these T&Cs deviate from statutory provisions or applicable binding international agreements, the provisions of these T&Cs shall take precedence. In addition, the relevant statutory regulations and the relevant regulations of international agreements shall apply, e.g. [the International Convention on the Contracts for the Carriage of Goods by Road \(CMR\)](#), [the Montreal Convention](#), [the Convention concerning International Carriage by Rail \(COTIF\)](#) etc.

The T&Cs of CargoHub and the relevant conditions of the carriers shall take precedence over any terms and conditions of the customer. Conflicting terms and conditions of contractual partners are only valid if CargoHub has explicitly agreed to their application in writing. CargoHub hereby explicitly rejects any standard reference to the contract partner's own terms & conditions.

3. Mediations/Booking procedure and conclusion of contract

The customer has the possibility to publish offers for the provision of transport services via the online platform.

The online platform offers an input mask in which the customer can enter the specifications (e.g. pick-up and delivery location, dimensions, weight, desired pick-up and deadline) for the transport. Based on the customer's request, CargoHub lists the available individual transporting conditions (especially prices, time of shipping).

By selecting a list entry and clicking the order button, the customer submits an interest to an offer. Contacting a shipper with the carrier or vice versa is considered a mediation of a possible transport service and has nothing to do with its implementation. A contract is only concluded with an order confirmation between the carrier and the shipper and CargoHub is not involved.

CargoHub is not obliged to verify the correctness of information provided by the user of the online platform.

4. Carriers

CargoHub does not commission the transport company selected by the customer according to clause 3 of these T&Cs. Basically, there is only a mediation of possible transport services.

5. Goods that are excluded from transport

With the exception of special deliveries that are individually agreed upon with the Client, the following goods are excluded from mediation:

- goods that due to their nature or packaging may pose a threat to human beings, other transported goods or other things;
- goods that require special safety measures or official approval;
- goods whose shipment, transport or storage is banned in the sending, destination or in a transit country or is a violation of export or import bans or any other legal regulations;
- prohibited articles as defined in the Annex to Regulation (EC) No. 2320/2002 of the European Parliament and the Council dated 16th December 2002 on common rules in the field of civil aviation security (Regulation (EC) No 2320/2002);

6. Offers, Prices, due date, customer default

The prices shown in the offer for transport services are indicative prices, which may differ from the effective transport price. The carriers are not obliged to comply with the offers and have no obligation to enter into a contract with a customer.

The basis for the transport offers displayed by CargoHub are the details of the client in the portal, which are not checked.

7. Expenses

The use of the CargoHub application is free.

CargoHub is entitled to a reimbursement of expenses in case this service is caused by the customer:

- Administration correction due to incorrect, misleading or re-authored data records
- Creating interfaces according to customer requirements

8. Additional services

If the customer commissions or arranges further services, e.g. advertising, they shall reimburse CargoHub according to the current price lists.

9. Obligations of customer

The customer is obliged to create only offers, which lead to a possible mediation of a transport service.

The customer ensures that he provides all necessary information to carry out a transport.

The customer must attach to the offer all the information required and ensure that it complies with all applicable transport regulations which it has to comply with on a case-by-case basis.

10. Transport obligation

The customer has no claim to the use of the offer nor to the transport of the respective cargo.

There is no claim of the customer to the publication of his offer, especially if the recipient is a natural or legal person or an organization listed in a sanction and embargo list of the Swiss Confederation or an inter- or supranational recognized by the Swiss Confederation as binding Organization be led. A claim of the customer to transport the goods to be transported also does not exist if the respective item to be transported is a consignment excluded from transport within the meaning of these T&Cs (Section 5) or in terms of the Terms of Use for the online platform.

11. Departure times / System time

The delivery times displayed in CargoHub are related to the system time and were only guideline values.

12. Non-acceptance or abandonment of offer

CargoHub reserve the right to exclude from publication any offers that contain items for which the customer is not entitled to transport, to abandon

the offer of such consignments and/or to hand these information over to official bodies.

This shall also apply for offers whose contents or packaging poses a threat to human beings or means of transportation or that may cause damage to other transported goods.

13. Performance of transport

CargoHub and their carriers are free to choose the route, means and type of transport, including in deviation from the specifications included in the consignment note.

CargoHub is not obliged to verify whether a consignment contains items that are excluded from transport or contains perishable or temperature-sensitive goods or whether it requires a customs declaration.

14. Right of inspection and correction

CargoHub, its carriers, regulated agents within the meaning of Regulation (EC) No. 2320/2002 and any state authority, in particular the customs authorities, are authorized, but not obliged, to inspect the offers published if there is a justified interest in doing so or if there is a risk of delay.

CargoHub reserves the right to correct any detected information in the offer. The Client's sole liability for the correctness of their declarations shall remain unaffected.

15. Implementation

CargoHub, carriers and shippers are not obliged to carry out a transport based on a published offer.

16. Right of lien and retention

CargoHub has a lien and a right of retention on all goods or other values under its control on account of all claims arising from contracts concluded with the client, whether based on the application or undisputed claims.

17. Liability of the Client

The Client shall exempt CargoHub from any claims of third parties, if and insofar as such claims can be attributed to the fact that the Client has violated their duties and obligations according to these T&Cs or if a third party asserts rights to the consignment.

18. Liability of CargoHub

CargoHub has no liability whatsoever for offers and information provided on the online platform.

19. Assertion of claims

The damage incurred must be specifically described and verified by suitable documents.

20. Transfer and offsetting of claims

The Client does not have the right to transfer any claims against CargoHub to third parties. Offsetting claims of the customer against CargoHub is excluded, unless these claims are undisputed or legally binding.

21. Limitation period

The statutory limitation periods shall apply for any claims that are not subject to the aforementioned limitation periods.

22. Data protection

CargoHub guarantees that the personal data arising in connection with the online platform will only be collected, processed, stored and used in connection with the processing of the offers. CargoHub is entitled to transmit the data to partners commissioned by CargoHub to carry out the order, insofar as this is necessary in order to fulfil the rights and obligations arising from the contractual relationship. CargoHub guarantees that the valid data protection regulations are complied with. Further details follow from the [Privacy Policy](#).

23. Applicable law and jurisdiction

Substantive Swiss law shall apply for any disputes that arise from and in connection with the contract, to the exclusion of any conflict of laws.

The sole place of jurisdiction for all disputes is Bern.

24. Severability clause

Should any provision of these T&Cs be or become invalid, either in part or in full, the effectiveness of the remaining provisions shall not be affected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to loopholes.