

GENERAL TERMS AND CONDITIONS

As of January 2023

General Terms and Conditions of ITA Austria Consulting GmbH, hereinafter referred to as LetMeShip.

1. Scope

These general terms and conditions are part of all contracts with LetMeShip that are concluded via the booking platform operated by LetMeShip. The special terms and conditions contained in section 25 of these General Terms and Conditions shall prevail over the other provisions of these General Terms and Conditions for the contracts subject to the provisions of the mentioned special terms and conditions.

The booking platform is available online at www.letmeship.com/de-at/. These General Terms and Conditions apply regardless of which user interface is using the booking platform; they also apply in particular if access to the booking platform is not via a browser, but by means of a software interface from another program.

Insofar as LetMeShip commissions the sub-carrier to carry out a transport with the knowledge of the customer, their General Terms and Conditions of Business and Insurance (see section 18) shall apply to the transport in the version applicable at the time of the order in addition to the General Terms and Conditions of LetMeShip, unless it is expressly stipulated in the General Terms and Conditions of LetMeShip that individual provisions of the general terms and conditions of business and insurance of the sub-carrier do not apply and these provisions are expressly named in each case. In the event of deviations between these General Terms and Conditions and the General Terms and Conditions of Business and Insurance of the respective Sub-Carrier, the provision that is more favourable to LetMeShip in each case shall apply.

2. Relationship with other regulations

Insofar as the provisions of these General Terms and Conditions deviate from non-mandatory statutory provisions or from non-mandatory provisions of a binding international agreement to be applied in each case, the provisions of these General Terms and Conditions shall prevail. Otherwise, the relevant legal regulations or the relevant regulations of international agreements apply, such as the International Agreement on Contracts for [the International Carriage of Goods by Road \(CMR\)](#), [the Montreal Convention](#), [the Convention concerning International Carriage by Rail \(COTIF\)](#), etc.

The General Terms and Conditions of LetMeShip and the relevant terms and conditions of the Sub-Carrier shall prevail over any General Terms and Conditions of the Customer. Conflicting terms and conditions of contractual partners are only valid if LetMeShip has expressly agreed to their validity in writing. LetMeShip hereby expressly objects to the contractual partners' formal reference to their own general terms and conditions.

3. Booking process and conclusion of contract

The customer has the option of concluding contracts for the provision of transport services as a sender via the booking platform. The platform offers an input screen in which the customer can enter the shipping specifications for the consignment of one or more packages (e.g. pick-up and delivery location, dimensions, weight, desired pick-up and delivery date). On the basis of this request from the customer, LetMeShip lists available individual shipping conditions (in particular prices, estimated shipping time) for the customer's request, in addition to the respective transport, courier and express company operating nationally and internationally, depending on the type of shipping, which LetMeShip would commission as the sub-carrier.

By selecting a list entry and pressing the order button, the customer makes a binding offer to LetMeShip. A contract is only concluded with an order confirmation from LetMeShip. The sending of a shipping label for the respective order to the customer shall be deemed to be an order confirmation, even if the respective sub-carrier is the issuer of the shipping label.

Transport contracts for the consignments excluded from transport in section 5 shall not be concluded.

LetMeShip and its sub-carriers are not obliged to check the accuracy of the information provided by the consignor, there is no obligation to warn and inform in this regard.

4. Subcarrier

LetMeShip generally commissions the transport company selected by the customer in accordance with section 3 of these General Terms and Conditions as the sub-carrier for the execution of the transport services.

5. Consignment excluded from transport

Subject to a special delivery individually agreed with the consignor, the following consignments are excluded from transport:

Consignment covered by national or international regulations on dangerous goods (e.g. IATA),

Consignment which, by reason of their nature or packaging, may constitute a danger to persons, to other consignments carried or to other property;

Consignment the transport of which requires special precautions or official authorisation;

Consignment, the dispatch, transport or storage of which is prohibited in the country of dispatch, destination or transit, are in breach of an export or import prohibition or other legal provisions,

Consignment of prohibited articles within the meaning of Regulation (EC) No 300/2008 of the European Parliament and of the Council of 11 March 2008, Art. 3, point 7,

Consignment of means of payment, telephone cards and prepaid cards, monetary documents or negotiable securities (e.g. money, credit cards, checks, savings books, bills of exchange, securities),
Consignment of objects of exceptional value (e.g. works of art, unique pieces, antiques, valuables, precious stones, precious metals, real pearls, stamps, coins),
Consignment of motor vehicles of all kinds
Consignment of live animals and plants, animal carcasses, parts of the body or remains of humans;
Consignment of narcotic drugs and pharmaceuticals, weapons and explosives, food and alcohol, frozen goods, tobacco products,
Consignment of radioactive substances and nuclear fuels (to the extent that they exceed the legal exemption limits),
Consignment of weapons and ammunition (excluding hunting or sporting weapons and ammunition);
Consignment of addictive poisons in accordance with the Addictive Poison Ordinance of the Federal Law Gazette II, no. 374/1997, in each case as amended,
Consignment of glass, porcelain, etc., as well as sensitive electronics, used and damaged goods;
Mobile phones;
Consignment of objects which themselves have only a low value, but whose loss or damage can result in high consequential damage (e.g. data carriers with sensitive information),
Consignment franked with "non-free";
No effective freight contract shall be concluded for items excluded from transport. Perishable or temperature-sensitive goods that are not excluded from transport in accordance with the above provisions are accepted for transport at the risk of the consignor; however, special handling does not take place
Consignment for which a customs declaration is required are excluded from document dispatch. The goods consignment must be selected for this.

6. Prices, maturity, delay of the customer

The prices agreed in each case apply to the transport of the package or packages with the specifications specified by the customer. The basis for the transport prices calculated by LetMeShip and contractually agreed upon are the details of the sender in the booking process.

If the specifications of the dispatched goods deviate from the information provided by the customer in the booking process, the customer shall owe the price that results for the actual shipping specifications in the price list of the sub-carrier designated by the consignor on the booking date, provided that this price is higher than the price calculated in the booking process. As a rule, LetMeShip also grants a discount on the list price in this case of a recalculation, but the customer is not automatically entitled to such a discount.

The agreed prices do not include government fees, customs duties, taxes and other charges.

The payments of the agreed prices for the transport are due immediately after completion of the respective booking. Due date for export invoices (customs invoices) is also without the corresponding proof or without the corresponding customs documents of the respective service providers.

If the customer does not pay within 7 days of the due date and receipt of an invoice, he will be in default without the need for a reminder. An invoice is deemed to have been received three working days after the invoice date, unless the sender or consignee proves a different time of receipt. LetMeShip is obliged to send the invoice at the latest on the day following the invoice date.

In the event of late payment, the customer is obliged to pay the statutory interest on arrears.

Delivery to be paid for by cash on delivery is not allowed.

7. Expenses

LetMeShip is entitled to a flat-rate reimbursement of expenses for the following services per individual case in the amount specified in each case, plus statutory VAT:

- Invoice correction due to customer number incorrectly specified by the customer: EUR 7.50
- Invoice in paper form at the customer's request: EUR 2.50
- Subsequent bookings that were not booked via the LetMeShip portal: EUR 5.00
- Customs invoices: EUR 2.50

Insofar as LetMeShip is liable to third parties in connection with the transport of the customer's freight item(s) for governmental fees, customs duties, taxes and other duties, the customer indemnifies LetMeShip against this liability. This does not apply to fines, penalties or other payment obligations under public law, if their origin is not attributable to the customer. If a consignment cannot be delivered, the customer shall bear all costs arising from the return, disposal and indemnify LetMeShip from such costs. In addition, LetMeShip is entitled to reimbursement of expenses in accordance with the statutory provisions.

8. Additional services

If the customer commissions or arranges for additional expenses or services, such as proof of delivery, insurance, transports in the event of oversized consignments/loads, preparation of an export declaration, etc., it must reimburse LetMeShip for the prices charged by the respective sub-carrier, which are based on the current price lists of the sub-carrier. In principle, Saturday, Sunday and holiday pickups and deliveries are not offered.

9. Obligations of the consignor

The customer is obliged to have the consignment ready for dispatch itself or by third parties at the contractually agreed pick-up time or at the pick-up time advised by LetMeShip and to hand it over at an easily accessible place.

The goods must be packaged by the customer in such a way that neither the carrier nor third-party packages, insofar as the goods are also properly packaged, suffer damage during the normal course of events. If the goods are to be handed over for transport in a container, on a pallet or on some other loading means which is used for combining freight items, the customer must also stow or secure the goods in a safe manner in or on the loading means.

In particular, the consignment must correspond to the information given to LetMeShip in terms of number, weight and dimensions in the packaged state and may not be an object, the transport of which is prohibited within the meaning of section 5.

At the request of LetMeShip or the sub-carrier used by LetMeShip, the consignor is obliged to issue a consignment note. In this respect, the statutory provisions apply.

The address of the consignee shall be indicated in the country of destination, in the transport order and on the consignment in accordance with the usual spelling.

For consignments for which only a P.O. box, a parcel station or a similar depot is specified, the customer is not entitled to transport, but LetMeShip reserves the right to carry out the transport nevertheless.

The consignor undertakes to inform LetMeShip and its sub-carriers of all special, non-obvious characteristics of the consignment that are likely to have a significant impact on the provision of the service.

The consignor authorises and empowers LetMeShip to carry out the customs formalities. LetMeShip is entitled to grant a sub-power of attorney to the respectively commissioned sub-carrier. The consignor is obliged to provide LetMeShip and the sub-carriers with all information necessary for the completion of customs formalities without being asked to do so and to provide the documents required for this purpose.

The consignor must attach to the freight all documents and information required in the individual case and ensure that he complies with all applicable customs regulations and that LetMeShip and its sub-carriers provide the necessary information and documents required to comply with the customs regulations during transport.

10. Obligation to transport

The customer is entitled to transport the respective transported goods within the framework of the agreement made.

The customer is not entitled to transport the goods if the consignee is a natural or legal person or an organisation listed in a sanction and embargo list of the Republic of Austria or an international or supranational organisation recognised as binding by the Republic of Austria. The customer is likewise not entitled to transport the transported goods if the respective transported goods are a consignment excluded from transport within the meaning of these General Terms and Conditions (section 5) or within the meaning of the terms of use for the shipping platform.

11. Times

The delivery times determined via LetMeShip are given in working days (Monday to Friday) and are only indicative, unless a specific delivery time frame is expressly agreed, e.g., in the case of express deliveries. If a specific delivery deadline is expressly agreed, it begins with the actual takeover of the consignment by LetMeShip or the respective sub-carrier, unless the handover of the consignment is delayed for reasons for which LetMeShip or the respective sub-carrier is responsible.

12. Non-acceptance and suspension of transport

LetMeShip and its sub-carriers are entitled to exclude consignments for which the customer is not entitled to transport (see section 10) from transport, to stop their transport and/or to hand them over to official bodies.

This also applies to consignments whose contents or packaging pose an immediate risk to the safety of persons, means of transport or goods in transit.

13. Execution of the transport

LetMeShip and its sub-carriers are free to choose the route, means and type of transport, also with deviation from any information on this in the shipping label.

Permissible dimensions and weights result from the scope of services selected by the consignor and the shipping method.

Instructions issued by the consignor after delivery of a consignment do not have to be followed, insofar as this is not preceded by mandatory provisions of international agreements (see section 2). Sections 433, 434 and 437 UGB (Austrian Commercial Code) do not apply to the instruction.

LetMeShip is not obliged to check a consignment for whether it contains items excluded from transport or perishable or temperature-sensitive goods or requires a customs declaration.

14. Inspection and correction rights

LetMeShip, its sub-carriers, any governmental authority, in particular the customs authorities, are authorised, but not obliged, to open and examine consignments if there is a legitimate interest or imminent danger.

LetMeShip reserves the right to correct detected weight or volume deviations in the shipping label. The consignor's sole liability for the correctness of his declarations remains unaffected.

15. Service

LetMeShip is obliged to deliver the consignment to the consignee or to authorised representatives of the consignee if they prove their power of representation. LetMeShip and its sub-carriers may deliver the consignment with discharging effect for LetMeShip to any person present in the business or household of the consignee at the receiving address specified in the order, unless there are obvious doubts as to their entitlement to receive. Consignment to consignees in community facilities (e.g. hospitals) may be handed over to employees of the facility with a discharging effect. If the consignee of a consignment is a natural person and not an entrepreneur, delivery with discharging effect may also be made to immediate neighbours of the consignee.

If, in the event of an attempted delivery, neither the consignee nor a person who represents the consignee and can prove his authority to represent him is found on the premises of the consignee and no other delivery with discharging effect is made, this attempted delivery shall be deemed to have failed. In this case, either the consignee is notified of the failed delivery and the consignee is informed of a possibility of picking up the consignment within a reasonable period of time, or a further delivery attempt

is made. This depends on the conditions of the respective sub-carrier commissioned by LetMeShip.

Proper service may also be evidenced by the digitised signature of the consignee or of another person to whom the consignment may be delivered with discharging effect or by the digital reproduction of such a signature.

If the delivery of the consignment to the consignee or a representative of the consignee who can prove the representation is not possible for reasons for which LetMeShip or its vicarious agents are not responsible, the consignment shall be deemed undeliverable. LetMeShip is entitled to return undeliverable consignments to the customer at the customer's expense. At the request of LetMeShip, the customer is obliged to pick up undeliverable consignments immediately at the place where they are located as intended.

If an undeliverable consignment cannot be returned to the sender, LetMeShip is entitled to open it. If the consignor does not accept the return or if it is not possible to return the consignment for other reasons, LetMeShip may recover, destroy or sell the consignment. If, in the event of sale, the sale proceeds exceed LetMeShip's expenses, the customer is entitled to have the surplus surrendered to it.

16. Right of lien and retention

LetMeShip has a right of lien and a right of retention over the goods or other assets under its control on account of all claims arising from the freight contract, and which are established by the freight contract, and on account of undisputed claims arising from other freight contracts concluded with the consignor. The right of lien and retention does not go beyond the statutory right of lien and retention. The one-month deadline specified in § 466b (1) ABGB (Austrian Commercial Code) is replaced by a two-week deadline.

Should be the consignor be in arrears, LetMeShip may, after threatening to sell the goods in its possession, sell such quantity as is necessary in its dutiful discretion to satisfy all claims.

17. Liability of the consignor

The consignor is liable for all direct and indirect damages incurred by LetMeShip or its sub-carriers as a result of the consignor handing over consignments excluded from transport (section 5) for transport or culpably failing to comply with its duty to cooperate, or failing to do so correctly or in full, unless the consignor is not responsible for the breach of duty.

The obligation to pay compensation includes any fines, monetary penalties and costs for appropriate legal prosecution (defence or prosecution of claims). In addition, the shipper is liable for all direct and indirect damage caused by its culpable breach of duty, in particular in the event of a breach of duty arising from these General Terms and Conditions, unless the shipper is not responsible for the breach of duty. Liability also extends to the conduct of the consignor's vicarious agents and to the fact that the consignor is entitled to carry out the transport of the consignments.

The consignor shall indemnify LetMeShip against claims of third parties if and insofar as such claims are attributable to the fact that the consignor has violated its existing duties and obligations (in particular under these Terms and Conditions) or that third

parties assert rights to the consignment. In the event of unlawful and culpable conduct, the consignor shall also be obliged to pay any additional costs incurred.

18. Liability of LetMeShip

LetMeShip shall be liable for the culpable total or partial loss or culpable damage to the consignment during transport as well as for culpably exceeding the delivery deadline, subject to mandatory statutory provisions, in accordance with the following paragraphs:

In the case of contracts for the transport of a consignment, the liability of LetMeShip in deviation from § 429 UGB in the event of loss, partial loss or damage to the consignment is limited to 2 special drawing rights (SDR) per kilogram of gross weight. A special drawing right is the unit of account of the International Monetary Fund. The amount shall be converted into euro in accordance with the value of the euro in relation to the date of acceptance of the consignment for carriage or on the date agreed by the parties. The value shall be determined in accordance with the method of calculation used by the International Monetary Fund on the day in question for its operations and transactions.

Liability for exceeding the delivery deadline is limited to the amount of the freight in accordance with Art. 23 para. 5 CMR. In the case of correspondence and correspondence-like consignments, liability for exceeding delivery deadline is excluded.

If and to the extent that the sub-carrier designated by the consignor grants the right under certain conditions to demand the return of the freight price in whole or in part, LetMeShip hereby assigns all claims in this respect against the sub-carrier to the consignor in advance, insofar as the contractual or statutory requirements for the claim are met. This does not apply to the "Money-Back Guarantee" provided for in section 19 of the FedEx Terms and Conditions. The provision of that "money-back guarantee" does not apply to the contractual relationship between LetMeShip and the consignor if FedEx is commissioned as the sub-carrier. The conditions under which the sub-carrier grants a refund of the freight charge can be viewed at LetMeShip or taken directly from the terms and conditions of the respective sub-carrier.

[DHL Express](#)

[TNT](#)

[UPS](#)

[Post AT](#)

[FedEx](#)

LetMeShip's liability for damage caused by the transport of excluded consignments (section 5) is excluded. LetMeShip is also not liable for damage caused by insufficient packaging by the consignor. Furthermore, liability is excluded for damage caused by third parties, force majeure, weather conditions,

damage to equipment, effects of other goods, damage caused by animals, natural changes to the goods being transported, serious theft or robbery have arisen, unless LetMeShip is proven to have caused the damage culpably.

The compensation of all damages beyond the direct damages, in particular for indirect damages and consequential costs, such as purely economic losses, lost profits, lost business opportunities or lost sales, as well as expenses for replacement activities, is excluded. In addition, there are the statutory exclusions and limitations of liability, such as Art. 17 et seq. CMR and Section XIII §§ 51 et seq. AÖSp (General Austrian Forwarders' Terms and Conditions). Likewise, LetMeShip is not liable for damage caused by the inspection of a consignment, insofar as the inspection is legally permitted.

LetMeShip is not liable for any action or omission of the customer or the customs authorities.

The exemptions from liability and/or limitations with regard to direct or indirect damage shall not apply if and insofar as the damage results from a negligent or intentional injury to life, limb or health or if a material contractual obligation has been breached by LetMeShip due to negligence or intentional intent. Essential obligations in this sense are those obligations that protect essential contractual legal positions of the consignor, i.e., enable the execution of the contract in the first place and on the observance of which the consignor regularly relies and may rely (cardinal obligations). LetMeShip is also liable for the actions of its legal representatives and vicarious agents, including in particular the sub-carriers used by LetMeShip. Apart from this and provided that there are no more specific provisions to the contrary according to the agreement made, LetMeShip's liability for slight negligence is excluded.

The indication of the consignment value to LetMeShip serves, in addition to the definition of the security standard for the transport of the consignment, to check the value limit and for customs purposes. However, it does not constitute an indication of the value of the consignment which increases liability or a declaration of a particular interest of the consignor in the consignment.

Depending on the type of consignment selected, the consignor can take out transport insurance or commission LetMeShip to cover a corresponding insurance policy for the benefit of the consignor and for his account by paying a corresponding additional fee. The insurance covers the interest of the consignor in the respective conditional consignment against the risks of loss and damage with the agreed sum insured per consignment. In case of doubt, the insurance conditions of the respective transport company used as sub-carrier apply, which can be viewed via the multi-user platform.

19. Assertion of claims

Notifications of damage must be made in writing by the statutory deadline, and, in the case of separately insured consignments, immediately after delivery. The notification of damage via the complaint portal on <https://www.letmeship.at> is sufficient. The damage incurred must be specifically identified and substantiated by means of appropriate documents.

If the consignment is not delivered, the damage must be reported immediately as soon as the goods are considered lost. This is the case if it is not delivered by the delivery deadline, or within a further period corresponding to the delivery deadline, but at least 20 days, and in the case of international transport at least 30 days.

In order for LetMeShip to be able to examine a claim for damages, the consignor must keep LetMeShip or, at the instruction of LetMeShip, the content, shipping boxes and packaging of the consignment, available for inspection by the respective sub-carrier.

20. Offsetting

. Offsetting against claims of the customer against LetMeShip is excluded, unless these claims are undisputed or legally established.

Insofar as LetMeShip is liable to the customer for damages, the customer hereby accepts any liability due to the facts giving rise to liability against third parties Claims in advance to LetMeShip.

21. Limitation period

All claims due to transport shall be time-barred in accordance with § 439 UGB or, in the case of mandatory provisions, in accordance with the relevant international conventions (e.g. Art. 32 CMR). Insofar as claims are affected that are not subject to the above limitation periods, the statutory limitation periods apply.

22. Data protection

LetMeShip guarantees that the personal data arising in connection with the transport will only be collected, processed, stored and used in connection with the processing of the contractual relationship. LetMeShip is entitled to transmit the data to partners commissioned by it with executing the order, insofar as this is necessary in order to be able to fulfil the rights and obligations arising from the contractual relationship. LetMeShip guarantees compliance with the applicable data protection regulations. Further details follow from the privacy policy.

23. Applicable Law and Jurisdiction

Austrian law shall apply to all disputes arising from and in connection with the contract, with the exception of the reference standards of private international law and the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction for all legal disputes arising from the use of LetMeShip is the court with substantive jurisdiction in A-5020 Salzburg.

24. Severability clause

Should any provision of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the legal validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes closest to the purpose of the invalid provision in economic terms. The same applies to gaps.

25. Special conditions LetMeShip SaaS

For customers with a "LetMeShip SaaS" contract, the following deviations and additions apply:

The conclusion of a "LetMeShip SaaS" contract requires that the customer maintain existing framework agreements with one or more transport companies with which LetMeShip cooperates (hereinafter: contracted companies).

Insofar as the shipping conditions of a contracted company of the customer are displayed on the booking platform on the basis of the customer's entries, these conditions are based on the respective framework agreement of the customer with the contracted company.

If the customer initiates an order with a contracted company during the booking process, then, section 3 of these General Terms and Conditions notwithstanding, the customer does not make an offer to LetMeShip, but rather a declaration to the respective contracted company. In this case, LetMeShip acts as a recipient of declarations for the customer and for the contracted company.

Notwithstanding section 2 of these General Terms and Conditions, the General Terms and Conditions of the contracted company shall prevail over these General Terms and Conditions for contracts concluded in this way (hereinafter: SaaS freight contracts) with the contracting company.

Section 4 of these General Terms and Conditions does not apply to SaaS freight contracts, since the contracting company acts directly as a carrier vis-à-vis the customer for such contracts.

In the case of SaaS freight contracts, LetMeShip does not owe any transport of the consignment, but the automated transmission of the respective declarations of the customer and the contracted company via IT interfaces. LetMeShip is only liable in the event of a faulty or omitted transmission of the respective declarations due to technical unavailability of the IT infrastructure provided by the respective contracted companies, if LetMeShip or its vicarious agents are responsible for the technical unavailability. The contracted companies shall not be regarded as vicarious agents of LetMeShip.

Notwithstanding section 8 of these General Terms and Conditions, Saturday, Sunday and holiday pick-ups may also be agreed within the framework of SaaS freight contracts.

Insofar as deviating provisions have been made in a SaaS contract, these provisions shall take precedence over the provisions of these General Terms and Conditions, including those contained in this section 25.

In all other respects, the provisions contained in these General Terms and Conditions with regard to sub-carriers shall apply mutatis mutandis with regard to the contracted company, unless the Terms and Conditions of the contracted company contain an applicable provision.