

Terms and Conditions

§ 1 Scope of Application

1. Fahrwerk Kurier*innenkollektiv GmbH (hereinafter: 'FK')

- a) operates a dispatch centre for courier services, small-scale transportation and deliveries,
- b) delivers consignments itself using electric vehicles, and
- c) offers warehousing services.

These terms and conditions apply to all business relationships entered into directly with FK or via FK as a dispatch centre for courier services. Contracts regarding the storage of goods and transportation by FK using electric vehicles are concluded directly between the clients and FK. All other contracts relating to freight orders are concluded between the clients and the respective carriers arranged by FK (hereinafter: courier companies). Clients accept these terms and conditions as the basis of the contract upon placing an order. Unless expressly stipulated otherwise below, these terms and conditions apply to both consumers and businesses.

2. These terms and conditions apply to all contracts concluded with FK, even if no express reference is made to them in such contracts. Any deviating general terms and conditions of the clients shall not apply, even if FK does not expressly object to them. Individual special agreements take precedence over these terms and conditions; this does not apply to pre-formulated contractual terms of the client.

§ 2 Conclusion of Contract

1. The descriptions of services on FK's website and general information provided by FK over the telephone do not constitute legally binding offers to conclude a contract.

2. In order to use the services of FK or the courier companies, clients must create a customer account on FK's website.

3. The contract is concluded when FK confirms the relevant order verbally (e.g. by telephone) or in writing (e.g. by email).

4. The freight order in accordance with § 1.1a is concluded between the client and the relevant courier companies. The dispatch centre arranges the order with self-employed couriers who are not part of the dispatch centre, but who are selected by FK and are contractually bound to FK. FK is entitled to arrange service orders with other companies, carriers or couriers as well.

In the case of freight contracts carried out by FK itself (§ 1.1b) and in the case of warehousing contracts (Clause 1.1c), the contract is concluded directly between the client and FK.

§ 3 Courier services, collection, delivery

1. The subject of a freight order is the collection and delivery of the goods to be transported (consignment) to the recipient or an authorised third party. Unless otherwise agreed, no delivery receipts, acknowledgements of receipt or recipient signatures shall be required upon delivery.

2. The subject of a warehousing order is the storage, retention and availability of the goods, as

well as their order-specific retrieval and delivery.

3. For inter-regional transport, e.g. overnight orders destined for other cities, FK cooperates with inter-regional logistics service providers where necessary. The selection of contracted service providers or other companies is carried out with the diligence expected of a prudent businessman. FK reserves the right to self-contract, i.e. it may, where necessary, carry out these transports itself.
4. Transport orders are accepted and carried out as soon as traffic conditions and the scheduling of the respective courier companies permit. Compliance with specific delivery deadlines is only required if this has been expressly agreed. In particular, specific delivery deadlines must be clearly communicated not only by telephone to the dispatch centre (FK), but also in writing to the courier company, e.g. by explicit reference on the order form. Force majeure of any kind (e.g. natural disasters, weather-related obstacles, official bans and obstructions, strikes, unforeseen road closures, exceptional traffic conditions) or missing or inadequate documentation when the order is placed, or additional instructions which directly or indirectly adversely affect the timeliness of a transport order, release the FK and the arranged courier companies from any commitment regarding delivery times.
5. There is no obligation to deliver a consignment to the recipient in person. Consignments are, as a rule, handed over directly to the recipient. In the case of deliveries to businesses, legal entities or multi-person households, the parcel may be handed over to any person who, given the circumstances, can be assumed to be authorised to accept the parcel. This includes, for example, staff in the mail room, reception staff, or the recipient's flatmates, housemates and neighbours. Delivery to residents or neighbours is excluded if the client has notified FK in advance that such delivery is not permitted. If the client wishes for personal delivery to a specific contact person, this must be explicitly stated by the client.
6. Delivery of a consignment is confirmed by the electronic recording of the name of a person authorised to receive it. Delivery to a letterbox or handover to third parties shall only take place upon the client's explicit instruction.
7. At the client's request, a written confirmation of receipt may be issued by the courier company (§1.1a) or by FK (§1.1b). On the confirmation of receipt, a person authorised to receive the consignment or the delivering courier company certifies the handover or deposit of the consignment with their signature. The confirmation of receipt is normally sent to the client by email within 24 hours of the transport being completed. A fee in accordance with the price list is charged for the preparation and dispatch of the confirmation of receipt. Upon completion of a transport order, the original confirmation of receipt remains with the courier company (§1.1a) or FK (§1.1b). At the client's request, the original confirmation of receipt may be delivered to the client. Such a delivery constitutes a standard transport order, which is charged to the client in accordance with the price list.
8. In the case of undeliverable consignments, the courier companies (§1.1a) or FK (§1.1b) will consult with the client to agree on the next steps. If the client cannot be reached even after several attempts to contact them, the consignment will be transported to FK's office at the client's expense and stored there until the next steps have been clarified.
9. The return of undeliverable consignments to the client shall be treated as a standard trans-

port order. The courier companies (§1.1a) or FK (§1.1b) shall charge the transport fee for an additional transport order for this, provided that no other procedure is stipulated under freight or postal law.

10. A separate charge will be applied for waiting times incurred during the collection or delivery of consignments, in accordance with FK's price list. Five minutes' loading/waiting time per loading or delivery address is included in the transport charge. If waiting times exceeding 20 minutes arise during the delivery of a consignment, FK will consult with the person placing the order to agree on how to proceed.
11. If a consignment cannot be collected or delivered for reasons beyond the control of the courier companies (§1.1a) or FK (in accordance with §1.1b), the courier companies (§1.1a) or FK (§1.1b) shall be entitled to charge the client for the original transport and an additional delivery attempt.
12. If a client cancels an order that has already been placed, the courier companies (§1.1a) or FK (§1.1b) are entitled to charge a fee in accordance with the price list for any wasted journey incurred. The same applies in the event of a refusal to accept the parcel by the recipient, as well as in the event of a change of instructions or redirection (e.g. due to an incorrect address). In the event of a refusal to accept the delivery, the courier companies or FK shall consult with the client on how to proceed. In the event of a change of destination or diversion (e.g. due to an incorrect address), charges shall be made in accordance with the price list.
13. Couriers (§1.1a) or the FK (§1.1b) will only make out-of-pocket expenses (e.g. for shopping trips) if this has been explicitly agreed and confirmed when the order is placed. The person placing the order must specify the amount to be advanced ahead of time. An additional fee in accordance with the price list shall be charged for such out-of-pocket expenses. The out-of-pocket expenses must be reimbursed no later than upon delivery.
14. The obligation arising from the freight contract does not include the provision of loading aids and packaging materials, and in particular does not include the provision of pallets.

§ 4 Excluded Goods

1. The following are excluded from transport and from storage without exception
 - a. persons, live animals and plants,
 - b. unpackaged foodstuffs,
 - c. human corpses, organs or body parts, or their remains, and
 - d. goods which may not be transported under applicable law, in particular illicit drugs or weapons.
2. The following are generally excluded from transport and storage, but may be permitted in individual cases on the basis of an express, individual supplementary agreement
 - a. the carriage of dangerous goods,
 - b. the carriage of perishable foodstuffs and temperature-sensitive goods,
 - c. the transport of valuables and works of art, and
 - d. the transport of cash, bonds or jewellery.

Transport orders involving goods of the types mentioned above must be declared by the client before the order is placed. In the case of the carriage of dangerous goods, the client

must inform the dispatch centre in good time of the quantity, the exact nature of the hazard and the precautionary measures to be taken. The dispatch centre will assess the extent to which such transport requests can be met and will submit a proposal for a supplementary agreement to the client. In the case of valuables, the client may be required to take out additional insurance at their own expense. The client is responsible for compliance with statutory provisions regarding declaration, packaging, provision of the necessary documentation, etc.

3. FK is under no obligation to verify or supplement the information provided by the client regarding the goods. The client shall be liable, regardless of fault, for all damages arising from failure to comply with these requirements.
4. FK reserves the right to refuse, withhold, cancel, postpone or return orders at any time if this is required by law and/or if the client breaches the specified requirements regarding excluded goods. The same applies in the event of imminent damage to property or personal injury arising from the consignment or the goods in storage. The acceptance of a consignment or stored goods does not imply that the consignment or stored goods are deemed to comply with applicable law and/or these terms and conditions.
5. In the event of concrete suspicion of breaches of the above-mentioned exclusions, the courier companies (§1.1a) and FK are entitled to open and inspect consignments.

§ 5 Obligations of the person placing the order

1. The client guarantees that they are the owner of the goods or are authorised to act on their behalf. The client is responsible for ensuring compliance with statutory or other provisions relating to the disposition of the goods. Furthermore, the client is obliged to provide the items, information and rights necessary for the performance of the service and to provide any necessary cooperation, in particular by informing the dispatch centre of any specific characteristics of the goods and procedures, as well as any associated requirements. This also includes all information necessary for optimal capacity planning. The client undertakes to indemnify the courier companies (§1.1a) and FK to the extent that third parties derive further rights from their ownership of the goods.
2. When placing an order, the client must provide all essential details regarding the size, weight and condition of the consignment. In principle, all goods suitable for transport by bicycle, cargo bike, car or van may be transported.
3. A consignment may consist of one or more transport units. As a rule, the individual units should be suitably and securely packaged (see also paragraph 7). They must be addressed by the client in full and in a clearly legible manner. In particular, outdated or incorrect labels and details must be removed and rendered illegible. If a consignment consists of several transport units, a delivery note listing the individual units must be drawn up to avoid any misunderstandings.
4. Unpackaged, open consignments will also be transported at the client's request. However, the courier companies (§1.1a) or FK (§1.1b) accept no liability for damage attributable to the lack of suitable transport packaging.
5. Clients must hand over the consignment in a condition suitable for transport. It is the client's

responsibility to ensure that consignments to be transported and goods to be stored are handed over in packaging suitable for transport or storage. If the client fails to fulfil this obligation, the risk of any damage occurring during transport or storage shall pass to the client.

6. The following provisions regarding the external and internal packaging of transport units are mandatory for inter-regional transport (e.g. overnight orders) with destinations outside Berlin and the surrounding area, and where FK cooperates with other logistics service providers; for transport orders within the Berlin city area and the surrounding area, these provisions are recommendations:
 - a. A transport unit must be securely packed and undamaged.
 - b. The inner packaging of a transport unit must ensure that the packaged goods are not subjected to any impact or compressive forces.
 - c. The packaged contents must withstand a drop from a height of one metre without damage. The corners, surfaces and edges of the packaged goods must be protected.
 - d. Any voids within the transport units must be filled.
 - e. A transport unit must be stackable (except for pallets or by arrangement).
 - f. The person placing the order is responsible for ensuring that the goods being dispatched are properly packaged, both internally and externally, in a manner appropriate to the stresses involved. They must pack the goods in such a way that they are protected against loss and damage and that no harm can come to the persons carrying out the transport.
7. For transport orders requiring customs clearance, it is the client's responsibility to provide the dispatch centre, without being asked, with all documents necessary for customs clearance.
8. In the case of inter-regional transport orders (e.g. overnight orders) which are forwarded by air freight via partner organisations, the person placing the order must attach a delivery note to the transport units, listing their contents.

§ 6 Warehousing and storage management

1. The client is obliged to inform FK if the storage contract regards flammable or explosive, radioactive, self-igniting, toxic, corrosive, foul-smelling or other goods which may pose a risk to the warehouse, other goods in storage and/or to persons.
2. Storage shall take place exclusively on FK's premises. FK does not guarantee the availability of its storage capacity at all times. The client has no entitlement to the conclusion of a contract with the FK.
3. Upon storage, an inventory of the goods stored shall be drawn up and signed by the client and FK. The number of containers shall be recorded.
4. To ensure proper storage by FK, goods may only be stored or removed by FK. Neither the client nor any third party may store or remove goods independently. The client is entitled to enter the warehouse during business hours in the presence of FK and to inspect the stored goods, in so far as normal business operations permit. An appointment must be arranged in advance for this purpose. The warehouse inventory must be presented at the appointment. Clients are obliged to comply with the access and presence regulations applicable at the warehouse site.

5. Clients are obliged to notify FK immediately in writing of any changes to their address. They may not claim that they did not receive any notifications sent by FK to the last address known to it.
6. FK is entitled to hand over the stored goods upon presentation of the inventory list, unless FK is aware – or, as a result of gross negligence, is unaware – that the person presenting the list is not authorised to take delivery of the stored goods. FK is entitled, but not obliged, to verify the identity of the person presenting the inventory list.
7. Clients are obliged to issue a written acknowledgement of receipt upon full delivery of the stored goods. In the event of partial delivery of the stored goods, FK and the client shall make a corresponding note on the inventory list and sign it.
8. FK is not obliged to verify the authenticity of signatures on documents relating to the stored goods or the signatory's authority, unless FK is aware, or is unaware only as a result of gross negligence, that the signatures are forged or that the signatory lacks the necessary authority.
9. If no fixed term has been agreed for the storage contract, the parties may terminate the contract in writing, subject to one month's notice. The right to terminate the contract without notice for good cause remains unaffected.

§ 7 Prices, Terms of Payment, Due Date

1. Unless otherwise agreed, the transport and storage charges shall be based on FK's current price list. The prices quoted are fixed prices. For orders with a price based on distance travelled, the distance is calculated using recognised routing programmes. The determination and calculation of the consignment's weight and dimensions for domestic and international transport orders are based on measurements taken using calibrated measuring instruments. Should the courier companies (§1.1a) or FK (§1.1b) incur additional costs due to missing or incorrect information (e.g. incorrect address details) required to fulfil the order, or due to other breaches by the client of their duty to cooperate, the courier companies (§1.1a) or the FK (§1.1b) is entitled to charge the person placing the order for the additional costs incurred.
2. Payment may be made either by invoice, in cash or by direct electronic payment.
3. If the relevant transport charges are paid by the client in cash or by direct electronic payment, the charge payable is due at the latest upon delivery of the consignment or handover of the stored goods.
4. Clients who pay by invoice will receive periodic consolidated invoices with standard payment terms from FK on behalf of the companies (§1.1a) or from FK itself (§1.1b and c). These may be settled by bank transfer, or, upon request, FK will collect the invoice amount by direct debit from the client's current account.

If the client insists on invoices being sent by post, a charge of €1.50 net per invoice will be made for postage and paper. Invoices are payable immediately and without deduction.

5. Should a client fall into arrears, FK may require cash payment or direct electronic payment

for further transport services.

6. If a client falls into arrears and payment is not made even after the first reminder, FK shall charge a reminder fee of €5.00 net for the second reminder and a reminder fee of €10.00 net for the third reminder. Furthermore, FK may claim interest on arrears in accordance with statutory provisions. The interest on arrears shall be set at a higher rate if FK can demonstrate that it has incurred costs at a higher interest rate. This shall not affect the right to claim further damages arising from the delay.
7. Set-off against FK is only permitted in respect of undisputed claims or claims that have been established by a final and binding judgement. The same applies to the assertion of a right of retention.

§ 8 Impediments to performance, force majeure

1. Obstacles to performance which are not attributable to the sphere of risk of the companies (§1.1a) or FK (§1.1b and c) shall release the parties responsible for performance from their obligations for the duration of the disruption and to the extent of its effect.
2. Obstacles to performance shall include strikes and lockouts, force majeure, civil unrest, acts of war or terrorism, official measures, and other unforeseeable, unavoidable and serious events.
3. In the event of such an exemption, FK is obliged to inform the client without delay and to minimise the impact on the client as far as is reasonably practicable.

§ 9 Liability

1. The courier companies (§1.1a) and FK (§1.1b and c) shall be liable without limitation for damage resulting from loss of life, bodily injury or damage to health arising from an intentional or negligent breach of duty, as well as for any other damage arising from an intentional or grossly negligent breach of duty or malice.
2. For damage caused by simple negligence, the courier companies (§1.1a) or FK (§1.1b and c) shall only be liable if a duty has been breached whose fulfilment is essential for the proper performance of the contract and on whose observance the client may reasonably rely (material contractual obligation / cardinal obligation).
3. For transport damage within the city of Berlin and the surrounding area, liability is limited to €2,500.00 per claim, unless mandatory statutory provisions provide otherwise. Liability for damage arising in connection with the storage of goods is, unless otherwise provided for by law, limited to the value of the damaged goods as stated in the stock list, up to a maximum of €150,000.00 per claim. Liability per transport or storage unit is limited to €1,000.00 or 8.33 Special Drawing Rights (SDR) per kilogram of gross weight of the transport unit, whichever is the greater. Under no circumstances may liability exceed the actual value of the consignment.
4. For inter-regional transport (e.g. overnight deliveries) with a destination outside Berlin and the surrounding area, where FK cooperates with other logistics service providers, liability per transport unit is limited to 8.33 SDRs per kilogramme of the gross weight of the transport unit in accordance with Section 431(1), (2) of the German Commercial Code (HGB).

5. The liability of the courier companies and FK for unforeseeable consequential damages, indirect damages or loss of profit is excluded in cases of simple negligence.
6. The liability of the courier companies (pursuant to Section 1.1a) and FK for financial losses arising from unpackaged consignments or consignments that are not properly packaged is excluded.
7. Any visible damage and/or shortfalls must be reported in writing to the courier company immediately upon the recipient's acceptance of the consignment and without delay to FK. Damage and shortfalls that are not immediately apparent must be reported in writing to FK without delay upon discovery, but no later than one week after acceptance of the consignment. If the aforementioned deadlines are not met, the courier companies and FK shall not be liable. This does not apply if the person placing the order is a consumer.
8. FK shall not be liable for damage
 - a. resulting from force majeure,
 - b. those arising through the fault of the person placing the order,
 - c. as a result of war or war-like events, as well as acts of state authority, in particular confiscation,
 - d. caused by nuclear energy,
 - e. by explosive, flammable, radioactive, self-igniting, toxic or corrosive substances, oils or fats, provided that these were stored and/or dispatched by the principal or that their effects were caused by the goods,
 - f. as a result of the natural or defective nature of the goods in storage, e.g. oxidation, spoilage, leakage or spillage,
 - g. to glass, ceramics, porcelain and other breakable goods, as well as for damage to valuables, jewellery, works of art, documents of monetary value, means of payment, unpackaged furniture and temperature-controlled goods,
 - h. the functioning of mechanical, electrical or electronic devices, unless the client can prove that the damage is attributable to the fault of FK or the courier company. Sections 414 and 427 of the German Commercial Code (HGB) remain unaffected. It is not possible to take out goods insurance for the aforementioned categories of goods.
9. FK shall only be liable for delays in delivery where such delays are attributable to FK (in accordance with §1.1b) or the courier company (in accordance with §1.1a). In particular, force majeure of any kind (e.g. weather conditions, strikes, official obstacles, exceptional traffic conditions) and delays in customs and air freight clearance exclude liability. The liability of the courier companies (in accordance with §1.1a) and FK (in accordance with §1.1b) for financial losses resulting from delays in delivery is limited to three times the transport costs.

§ 10 Right of withdrawal for consumers

1. For contracts relating to transport services (§ 1a, § 1b), there is no statutory right of withdrawal for consumers if the contract specifies a particular date or period for the provision of the service. The booking of a scheduled transport becomes binding upon conclusion of the contract.
2. For contracts for storage services (§ 1c), consumers are generally entitled to a statutory right of withdrawal. The details, time limits and conditions are set out in a separate notice of withdrawal, which is made available to the person placing the order prior to the conclusion

of the contract and sent in writing together with the order confirmation.

§ 11 Final Provisions

1. In the event of any disputes arising from the contractual relationship, if the client is a registered trader, a legal entity under public law or a special fund under public law, or does not have a general place of jurisdiction within the European Union, legal action must be brought before the court with jurisdiction over FK's head office. FK shall also be entitled to bring an action at the principal place of business of the client.
2. FK is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

As at: September 2026