General terms and conditions

1. Introduction

efreigt AG provides customers with an electronic platform (hereinafter "efreight platform"), which simplifies the provision and transmission of the data required for placing an order and the placing of the order itself and which is also available as a central data exchange platform for all logistics services (portal.efreight.ch - formerly webentry.ch). The current information on the website www.efreight.ch provides information on the scope and specific terms of use of the individual services of efreight AG. efreight AG may involve third parties and subcontractors in the performance of the contract.

The customers have no claim to a certain arrangement or to the retention of certain services. efreight AG is entitled at any time to change the functionality and design of efreight platform without compensation.

2. Scope of application

The present General Terms and Conditions ("GTC") govern the legal relationship between efreight AG and the users of the efreight platform (hereinafter referred to as the "Customer" or "User"), unless otherwise individually agreed in writing with a Customer. Conflicting or deviating general terms and conditions of the customer will not be recognized.

By accessing and using the efreight platform either via www.efreight.ch or via an interface and/or completing an order, the user declares that he has read, understood and is bound by these GTC and legal information. Such consent can also be given by signing a specific usage contract. Customers or users are all parties, i.e. shippers who place orders via EDI or portal.efreight.ch as well as forwarders and other service providers who are commissioned.

efreight AG reserves the right to change these GTC at any time. The new GTC will be notified to the customer in writing or in a suitable manner (e.g. by e-mail or on www.efreight.ch) and shall be deemed to have been approved within 30 calendar days without the customer's written objection.

3. Acceptance of the general provisions "AGB of SPEDLOGSWISS" (AGB = CTC).

By accepting this user agreement, the user declares that for all freight forwarding orders which he places via the platform efreight (shipper) or which are placed with him via the platform efreight (forwarder/service provider) the AGB SPEDLOGSWISS in the respectively valid version (currently in the version of July 1, 2005) will be agreed as part of the contract of the respective order. The user acknowledges that the declarations of intent regarding applicability of AGB SPEDLOGSWISS are not exchanged directly, but via SPEDLOGSWISS and authorizes SPEDLOGSWISS to accept such declarations of intent of its future contractual partners with effect for him. SPEDLOGSWISS is valid in this case as a reception or transmission messenger of the respective contracting party.

If nothing else is mentioned in the order data, it can be assumed with the placing of the forwarding order that the preparation or adjustment of a possibly necessary customs clearance is included and an order for this is given.

4. Access and duty of care of the customer

Insofar as the Customer receives access data (user name and password) in the course of using the efreight platform, the Customer is obliged to treat these access data confidentially and to protect them against misuse by unauthorized persons. In particular, the password shall not be recorded or stored unprotected on a terminal device. The customer is advised to change the password regularly. If an interface to the efreight Platform computer program is set up in a user's operating system, the user is responsible for ensuring that unauthorized persons have no access to the system. The customer shall bear all consequences resulting from the unauthorized use of the access data and the platform. efreight AG shall not be liable for damages resulting from unauthorized use of the access data or the platform.

The user is solely responsible for the completeness and correctness of the data entered and made available to efreight AG. Delays or incorrect calculations resulting from incorrect or incomplete data are not the responsibility of efreight AG.

There is no obligation on the part of efreight AG to check the correctness of the data provided by customers. The user shall indemnify efreight AG against all claims, legal disputes, liabilities, claims for damages, costs and expenses arising from the use of the efreight platform by the user or by other persons using the user's access data.

5. Terms of use

The customer undertakes to use efreight platform properly. The user may not use efreight platform for activities that constitute a violation of the law or violate the rights of third parties. In particular, the following actions and forms of use are prohibited:
- The use of robots, spiders or other automatic mechanisms or manual procedures to check or make accessible the content of efreight platform;

- To advertise efreight platform in any way or to create the impression that efreight platform is a product of the user, unless efreight AG gives written permission to do so;
- To publish on the platform or distribute on the platform any material that is illegal or contrary to contract, in particular inciting a violation of the law, giving rise to civil liability, threatening, offensive, defamatory, obscene, indecent or pornographic;
- Use or access efreight platform in a manner that adversely affects its performance or function;
- Use efreight platform in any way to use viruses, Trojan horses, worms, time bombs or other programs and procedures to interrupt, intercept or otherwise intercept the efreight platform or other user's web sites and systems or to take any action that may infringe the rights of efreight AG or any third party;

efreight AG reserves the right to immediately block access to the efreight platform without compensation and to the exclusion of any liability to the customer if these GTC or the general license conditions are violated or if security risks are identified. If the customer or other persons who use his access data violate the rights of third parties and efreight AG is held liable, the customer must indemnify efreight AG in full.

The customer agrees that his data may be processed confidentially and anonymously by efreight AG for its own purposes. The customer can restrict or prohibit the use of his data by written notification.

6. Intellectual property and other rights

All copyright, usage and other industrial property rights concerning efreight platform as well as the data on the website www.efreight platform.ch or www.efreight platform.org, including the HTML code, the text, the photographs or other images which can be seen on the website, are either owned by efreight AG or are licensed to efreight AG by the owner. By calling up, using or ordering services or the website www.efreight platform.ch the customer does not acquire any copyrights, rights of use or other industrial property rights.

7. Warranty and availability

The efreight platform enables users to transmit and receive contract offers and the conclusion of contracts. efreight AG does not guarantee the correctness or appropriateness of the data provided by users or third parties and in no way guarantees the fulfilment of the contracts concluded via the efreight platform.

The uninterrupted availability of the Internet is not guaranteed. In particular, it is possible that transmission errors, technical defects, malfunctions, illegal interventions in network equipment, overloading of the network, deliberate blockage of electronic access by third parties, as well as interruptions or other inadequacies on the part of the network operators may occur. The user's computers and networks are outside the control of efreight AG. efreight AG therefore accepts no liability for the functionality of these systems.

efreight AG guarantees the availability of the platform in accordance with the usual technical standards. However, users are aware that it is not possible according to the state of the art to create a program that is completely free of errors and that it is therefore possible that the data and services are not always available through no fault of efreight AG. efreight AG therefore does not guarantee the uninterrupted availability of the data. In particular, but not exclusively, efreight AG shall not be liable for failures for the following reasons:
- through the use of unsuitable display software and/or hardware (e.g. browser)
- by disrupting the communications networks of other operators
- due to computer failure at the Internet provider or online services
- through incomplete and/or not updated offers on proxy servers (caching)

In the event of an interruption, efreight AG endeavors to make the data accessible again as quickly as possible.

8. Prices, remunerations, terms of payment, default

All prices are are exclusive of value added tax and other public charges. The prices include the standard services indicated at product level. Any additional services will be invoiced separately to the customer.

The prices do not include costs for any interface installations by the customer or other requirements. These are to be borne by the customer himself. Detailed information on the general licensing regulations can be found in the current price list at www.efreight.ch, among other places.

The prices quoted at the time of the order are decisive for invoicing. Price changes will be communicated to existing customers as soon as possible. The purchase price is due for payment with a payment period of 10 calendar days calculated from the date of the order or contract extension.

If the customer defaults on payment, efreight AG is entitled to suspend its services or to block access for the customer without compensation. A reasonable processing fee may be charged for reconnection.

9. Data protection

We refer you to the data protection declaration on the efreight platform www.efreight.ch.

10. Contract duration and termination

With the conclusion of an order, a contract is concluded between the customer and efreight AG. Either party may terminate this contract by giving 30 calendar days' notice to the end of a calendar year. The contract shall be automatically extended by one calendar year in each case without written termination by the customer within this period of notice.

If the contract is terminated by efreight AG due to a breach by the Customer of these GTC or due to non-payment despite the second reminder, efreight AG shall have the right, after termination of the contract, to delete all of the Customer's data after a period of 30 calendar days and/or to block access for the Customer without compensation.

11. Exclusion of liability

The liability of efreight AG for breaches of contract is excluded to the extent permitted by law. In particular, efreight AG assumes no liability for erroneous calculations and order performances that have come about as a result of incomplete or erroneous data entered or made available by the customer. Furthermore, efreight AG assumes no liability for services or statements made by its partner companies and external service providers.

In the event of malfunctions or system failures, efreight AG endeavors to rectify these as quickly as possible. efreight AG excludes all liability for damages which could possibly occur to the customer due to the lack of availability of the services.

When determining security risks, efreight AG reserves the right at any time to interrupt the services of the efreight platform for the protection of users until they have been remedied. efreight AG accepts no liability for any damage resulting from this interruption or from a block.

12. Confidentiality

The customer undertakes to keep confidential information of efreight AG that has been designated as confidential and not to make such information accessible to third parties. In particular, the content of contracts including appendices shall be deemed confidential. The statutory duties to provide information remain reserved.

13. Applicable law and place of jurisdiction

The legal relationship between efreight AG and its customers shall be governed exclusively by Swiss law. The Vienna Convention on Contracts for the International Sale of Goods of 1980 ("CISG") shall not apply.

The place of jurisdiction for disputes arising from or in connection with contracts between efreight AG and its customers is the registered office of efreight AG.

Should provisions of these GTC be void or legally ineffective, the remaining provisions shall continue to apply. In this case, void or legally ineffective provisions will be replaced by legally effective provisions which have economic effects close to those of the ineffective provisions.
as legally possible.

In the event of contradictions between the German-language GTC and translated versions, the German-language version shall take precedence.