



IntelliFreight Customer Transport Terms

Version 1.0 | Effective 24 June 2026

Issued by and contracting entity: INTELLIFLEX LTD | IntelliFreight is a commercial brand of INTELLIFLEX LTD

1. Contracting entity and commercial brand

The customer's contracting party is exclusively INTELLIFLEX LTD, a company incorporated under the laws of the Republic of Cyprus, operating under the commercial brand "IntelliFreight". IntelliFreight is a commercial brand / trade designation of INTELLIFLEX LTD and is not a separate legal entity.

Whenever these terms refer to "IntelliFreight", "we", "us" or "contractor", this means INTELLIFLEX LTD only.

2. Scope and B2B limitation

These terms apply to all transport, forwarding, freight and transport-related logistics services provided to entrepreneurs, businesses, legal entities under public law and special public-law funds. Consumer orders are not accepted.

These terms also apply to future business relationships where effectively incorporated.

3. Role of IntelliFreight

Unless expressly agreed otherwise, IntelliFreight acts as freight forwarder, fixed-cost forwarder and/or freight forwarder acting in its own name.

IntelliFreight may use suitable performing carriers, subcontractors and vicarious agents. Performance with own vehicles is not owed.

4. Incorporation, ADSp 2017 and conflicting terms

Orders are accepted exclusively on the basis of the relevant order confirmation, these IntelliFreight Customer Transport Terms and, supplementarily, the ADSp 2017 (German Freight Forwarders' Standard Terms and Conditions 2017), to the extent the ADSp 2017 are validly incorporated, not conflicting and not superseded by mandatory law.

Any deviating, conflicting or supplementary terms of the customer are hereby rejected unless INTELLIFLEX LTD expressly accepts them in writing in the individual case. Performance of an order, communication, receipt of documents, receipt of payments or invoicing does not constitute acceptance of third-party terms.

5. Governing law, CMR and jurisdiction

German law applies as the supplementary governing law to the contractual relationship, to the extent not overridden by mandatory transport law, in particular the CMR.

For international carriage of goods by road, the CMR remains mandatorily applicable. Jurisdiction is Hamburg, Germany, to the extent legally permissible. Where the CMR applies, this jurisdiction clause does not exclude the jurisdictions available under Article 31 CMR and operates only as an additional jurisdiction to the extent permissible.

6. Order acceptance, version and contract basis

An order is concluded by express confirmation by IntelliFreight, in particular by our written order confirmation, or by commencement of performance on the basis of the confirmed terms.

If a customer's order contains deviating terms, our order confirmation constitutes acceptance exclusively on the basis of the IntelliFreight terms and rejection of such deviating terms.

The governing version is the PDF version of these terms referenced in the relevant offer, order confirmation or stable versioned link.

7. Scope of services

Only the services expressly confirmed in the relevant order are owed. Unless expressly agreed in writing, the following are not owed: cargo insurance, customs, warehousing, picking/commissioning, assembly, crane services, dangerous goods, temperature-controlled carriage, pallet exchange, pallet return, guaranteed delivery, fixed-date liability, contractual penalties or specially secured high-value transports.

Time indications are planning times unless a fixed date or time has been expressly confirmed in writing by INTELLIFLEX LTD.

8. Customer obligations

Before placing the order, the customer must provide all order- and risk-relevant information completely, correctly and in due time, including goods, goods value, weight, packages, dimensions, packaging, dangerous goods, temperature requirements, pallets, references, loading/unloading addresses, time windows, access conditions, ramp conditions and special risks.

The customer is liable for the consequences of incorrect, incomplete, late or ambiguous information and shall indemnify IntelliFreight, to the extent legally permissible, against resulting third-party claims.

9. Goods value, special notice and no value declaration

Orders with a goods value exceeding EUR 150,000.00 per shipment require express written notice by the customer before order placement and express written acceptance by INTELLIFLEX LTD.

Without such notice and acceptance, the order is accepted only as a standard-risk order without value declaration, without agreement of special delivery interest, without liability extension and without cargo insurance.

The mere notification or knowledge of a goods value does not constitute a value declaration, liability increase, special delivery interest or instruction to arrange cargo insurance.

10. Excluded and high-risk goods

Without prior express written acceptance, no orders are accepted for valuables, cash, precious metals, gemstones, jewellery, securities, certificates, art, antiques, weapons, ammunition, explosive/radioactive substances, narcotics, live animals, plants, removal goods, motor vehicles, special transports, crane/assembly services or other risks excluded by insurance, authority or law.

Goods particularly exposed to theft or other risks, including electronics, telecommunications equipment, mobile phones, tobacco products, spirits, high-value consumer goods, optical goods, medicines, pharmaceutical goods, temperature-sensitive food or comparable goods, are accepted only after prior risk review and express written acceptance.

11. Temperature-controlled transports

Temperature-controlled, chilled, frozen or otherwise temperature-sensitive transports are owed only if expressly confirmed in writing by IntelliFreight before order acceptance and if the concrete temperature range, setpoint, goods type and any special requirements are included in the order.

The customer ensures that the goods are transportable, properly packed, correctly declared and, where required, already pre-conditioned within the agreed temperature range at handover. Unless expressly agreed, a refrigerated vehicle is not intended to cool down or warm up incorrectly tempered goods to the required temperature.

The customer must notify all statutory, product-specific, hygiene, pharmaceutical or food-law requirements before order placement. Pharmaceutical, GDP, dangerous goods, high-value or other special transports require separate acceptance.

12. Loading, unloading, packaging and cargo securing

Unless expressly agreed otherwise, the customer or sender is responsible for transport-safe loading, stowage, securing, packaging, labelling, information on number of items, weight and dimensions and unloading, to the extent allocated to its risk sphere by law, circumstances or trade usage.

The customer ensures that loading and unloading places are accessible, available in due time, have the necessary information and provide the goods in transportable condition. Any recognizable ramp, packaging, temperature, weight, dangerous goods or cargo-securing risks must be communicated in advance.

13. Waiting time and standing charges payable by the customer

Unless expressly agreed otherwise, each vehicle has 2 free hours for loading and 2 free hours for unloading. The relevant period runs from check-in/gate-in or documented readiness for loading/unloading until completion of loading/unloading including document handover.

After expiry of the free time, IntelliFreight may charge the customer waiting time at EUR 75.00 per commenced hour, capped at EUR 650.00 per calendar day/vehicle. Ordered or caused overnight standing time may be charged at EUR 450.00 per night/vehicle and weekends/public holidays at EUR 750.00 per calendar day/vehicle, to the extent the waiting time is attributable to the risk sphere of the customer, sender, consignee or any location designated by them.

Higher documented direct costs, replacement procurement costs and statutory claims remain reserved. The customer may prove lower or no costs.

14. EPAL/EUR pallets

Pallet exchange, load carrier exchange, pallet return or pallet account management are owed only if expressly agreed before order acceptance. Without express agreement, no pallet exchange obligation exists.

Where EPAL/EUR pallet exchange is agreed, the lump-sum compensation value for each EPAL/EUR pallet not properly exchanged, returned or documented is EUR 30.00 per pallet. Other load carriers are not priced on a standard basis and are handled only by express individual agreement. The customer may prove lower or no damage.

15. Cargo insurance, fixed dates and liability extension

IntelliFreight arranges insurance of the goods only upon express written instruction and for separate remuneration.

Value declaration, special delivery interest, liability extension, delivery guarantee, contractual penalty or fixed-date liability are assumed only if IntelliFreight expressly confirms them in writing before order acceptance and, where required, they are released by the insurer.

16. Liability of IntelliFreight

IntelliFreight is liable in accordance with mandatory transport law, in particular HGB and CMR, these terms and, supplementarily, the ADSp 2017, to the extent validly incorporated and applicable.

To the extent legally permissible, liability for cargo damage, delivery delay and other losses is limited to the statutory or effectively agreed liability limits. Any further liability, in particular for loss of profit, production downtime, contractual penalties owed by the customer to third parties, market-related, reputational, indirect or atypical consequential losses, exists only upon express written acceptance or where mandatory law so requires.

Mandatory liability, in particular for intent, qualified fault, personal injury or other mandatory statutory liability, remains unaffected.

17. Cancellation by the customer

If the customer cancels a confirmed order, IntelliFreight may charge the customer all reasonable, documented and causally incurred direct costs, including already incurred carrier costs, empty run, approach, provision, replacement procurement, waiting, express, special and handling costs.

In case of cancellation on the loading day, after carrier booking, after vehicle provision or while the vehicle is on its way, the actually incurred and documented direct costs are decisive. The customer may prove lower or no costs.

18. Force majeure, disruptions and sanctions

IntelliFreight is not liable for service disruptions to the extent caused by events outside its reasonable control, including war, strike, civil unrest, natural events, extreme weather, official measures, border disruptions, infrastructure disruption, cyber/IT outages, pandemics, sanctions, embargoes or comparable events.

In such cases, IntelliFreight may adjust performance, route, time window or execution, suspend or terminate the order and pass on required additional costs to the extent legally permissible and reasonable.

19. Subcontractor protection / carrier protection / non-circumvention

The customer may not, without prior written consent of IntelliFreight, directly or indirectly appoint or bypass carriers, subcontractors or other service partners introduced, named or visibly used by IntelliFreight in connection with an order for the same or economically comparable lane, service or shipment structure.

This protection applies during the cooperation and for 12 months after the last transport order in which the relevant carrier/subcontractor was introduced or used by IntelliFreight. It does not apply where the customer proves a documented direct business relationship existing before the IntelliFreight order or where IntelliFreight gives prior written consent.

This clause does not create a general non-compete and does not prevent the customer from using the general freight market or independently known carriers.

20. No direct instructions, direct agreements or direct payments

The customer may not issue commercial, liability-relevant, price-relevant or service-changing instructions to the performing carrier bypassing IntelliFreight. Operational ramp coordination remains permitted to the extent it does not modify the confirmed order.

Direct payments, direct set-offs or direct agreements with the performing carrier regarding additional costs, waiting time, pallets, price changes, route changes or liability issues are excluded without prior written consent of IntelliFreight.

21. Confidentiality and business secrets

Offers, prices, calculations, carrier data, subcontractor information, lanes, volumes, process descriptions, status data, access data, documents and other non-public information of IntelliFreight must be treated confidentially.

The customer may use such information only for performance of the specific order and not for circumvention, direct appointment, market approach, publication or disclosure to third parties unless required by law or permitted in writing. This obligation continues after termination of the business relationship as long as a legitimate confidentiality interest exists.

22. Data protection and privacy information

The controller for the processing of personal data described in these Terms is INTELLIFLEX LTD, Agiou Konstantinou 12, CY-8540 Tsada, Paphos, Cyprus, operating under the commercial brand IntelliFreight.

In connection with offers, orders, transport performance, status communication, invoicing, documentation, claims handling, insurance, compliance and enforcement, IntelliFreight may process contact and communication data of contact persons, senders, consignees, loading and unloading locations, drivers and other parties, as well as order-related data such as references, shipment data, status data, CMR/POD documents, pallet and temperature documents, photos, time stamps, e-mail logs and other transport evidence.

The legal bases are, depending on the case, pre-contractual and contractual measures, legal obligations and legitimate interests in proper transport performance, documentation, fraud prevention, receivables management, claims defence and legal enforcement. Recipients may include performing carriers, customers, senders, consignees, loading/unloading locations, insurers, brokers, tax advisers, legal advisers, IT/communication providers, authorities and other parties required for order performance.

The customer confirms that it provides personal data lawfully and, where required, informs affected persons about order-related processing and disclosure. Data are retained only as long as necessary for the business relationship, statutory retention, invoicing, documentation, claims, compliance or enforcement.

Data subjects have rights under GDPR, including access, rectification, erasure, restriction, data portability, objection and the right to lodge a complaint with a competent supervisory authority. Where a processor relationship exists in an individual case, the parties will conclude a separate data processing addendum.

23. Compliance and lawful goods

The customer warrants that the shipment, parties involved, goods, payments, documents and transport route do not breach applicable sanctions, embargo, customs, export control, anti-corruption, anti-money-laundering or other mandatory laws.

IntelliFreight may refuse, suspend or terminate orders if a relevant risk exists or required information is missing.

24. Damage notification and claim handling

The customer must notify damage, shortages, delays, temperature deviations, pallet differences or other irregularities immediately in writing and ensure they are noted on the transport documents.

The customer provides all documents required for claim review and takes reasonable measures to mitigate damage, preserve evidence and maintain recourse rights.

Acknowledgements, settlements, credit notes or other liability-relevant declarations by IntelliFreight are made only expressly in writing. Status messages, receipt of documents, goodwill communication or invoice review do not constitute an admission of liability.

25. Payment and set-off

Unless agreed otherwise, IntelliFreight invoices are payable without deduction within 14 calendar days from invoice date.

The customer may set off only undisputed, acknowledged or finally adjudicated claims. Undisputed amounts remain payable on time.

26. Electronic communication and documents

E-mail, TMS/portal messages and operational messenger communication may be used for order processing, status communication and document transmission. Commercial changes, liability extensions, fixed dates, insurance instructions or additional costs require express written confirmation by IntelliFreight.

Digital dispatch records, PDF documents, timestamps, e-mail logs, status logs, POD/CMR scans and photos may be used as evidence. Originals may be requested where required for invoicing, insurers, claims, authorities or legal enforcement.

27. Version, precedence and severability

The version of these terms effectively incorporated at the time of order placement is decisive. Individual written agreements take precedence.

Should any provision be or become invalid, the validity of the remaining provisions remains unaffected. Mandatory law always takes precedence.