



Logistics contract in commercial and transport law - Logistics Law

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GRP Rainer Lawyers Tax Advisors, Cologne, Berlin, Bonn, Dusseldorf, Frankfurt, Hamburg, Munich, Stuttgart and London www.grprainer.com/en explain: The logistics contract can feature elements of various different types of agreement, such as freight contracts, agreements to produce a work or provide storage. The forwarder can commit itself for the purposes of a logistics contract to a large number of different kinds of activities, precisely because this entails a mixed-type contract which is not based on any statutory provisions. In particular, the principle of private autonomy in civil law enables the parties to the contract to extensively configure the content of the agreement. Thus, the forwarder can commit itself to services in the fields of production, distribution and ultimately also delivery of the relevant products, i.e. these days, logistics entails more than simply transportation of a commodity from one place to another. This enables the forwarder to be comprehensively incorporated into the different operating processes of its contracting entity.

The parties to the contract can also effectively incorporate logistics general terms and conditions into the agreement. The logistics general terms and conditions are general terms and conditions recommended by the German Forwarder and Logistics Association that regulate the forwarder's liability for additional logistics services which occur within the framework of an "acclamation deal?" ("Zurufgeschäfts?"). Overlapping can arise here with the General German Forwarder Conditions (ADSp), whereby it is ultimately not clarified which of these conditions takes precedence. Yet this could be settled in individual agreements by the contracting parties. It must be observed here, however, that the ADSp cannot be applied to all logistics contracts.

Due to the fact that a logistics contract is a mixed-type agreement, it is often difficult for legal laymen to comprehend the statutory provisions. However, this is of particular significance in the area of liability; first and foremost, it can become complicated if logistics general terms and conditions or the ADSp are effectively incorporated into the logistics contract.

A competent lawyer versed in the field of logistics law can help draw up contracts which satisfy the interest of the contracting parties. Furthermore, he can examine whether any claims exist and, where necessary, enforce these.

<http://www.grprainer.com/en/Logistics-Law.html>

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Anlage: Bild

