

Prohibition of subcontracting:

By accepting our order you undertake that this transport is not assigned to any subcontractor without our written approval.

Co-loading:

If the shipment has been identified as "FTL" (full truck load) co-loading is strictly prohibited.

Customer protection:

Any contact with the participants in the cargo beyond the fulfillment of this contract is prohibited without our written approval!

CMR insurance:

By execution of the transport you confirm to have contracted a CMR insurance corresponding to Western-European Standards and covering the entire truckload. This has to be proved on enquiry.

For the execution of this transport order you may use only trucks whose license numbers are mentioned in the insurance confirmation submitted to us. Failing this we reserve the right to refuse loading and claim damages resulting from your omission.

Safety regulations:

The vehicle used for this order may not be operated unless being compliant with all legal requirements for road safety and load securing. Legal regulations about drivers working hours and mandatory rest periods have to be observed. Mandatory rest periods and other stops have to be spent on sufficiently supervised parking lots according to IRU-recommendation (www.iru.org) only.

The carrier is obligated to

- select driver and vehicle with the care of a prudent businessman
- continuously check the technical condition of the vehicle and immediately repair detected defects
- assess whether

- (a) the respective driver possesses a driving license valid in each transited country and is in sound physical and mental condition and
- (b) the vehicle including its accessories is roadworthy, complies with statutory requirements and suitable for the carriage of the cargo

- ensure that truck and payload are adequately guarded, particularly during rest or waiting periods en route. If the driver is forced to leave the vehicle, the vehicle must be locked and equipped with an activated anti-theft system. Vehicle keys and documents as well as freight documents must not remain in the vehicle. In no case the vehicle must be left for more than 2 hours.

- to verifiably instruct the driver about the present requirements
- to report any occurrence which could result in claims to the principal immediately.

The carrier and the driver have to organize and observe the written instructions required for transporting dangerous goods

When entering the shipper's or consignee's premises, the driver has to gather information on applicable on-site safety regulations and strictly adhere to the same.

Reporting requirements:

The contractor has to immediately inform the principal's person in charge about:

- any irregularities and discrepancies to the usual transport procedure
- the failure of meeting delivery times
- discrepancies between the specifications in the waybill and the transport order
- you are obliged to report position of trucks every day from 9-10h to CARGO PARTNER.

Payment:

Payment will only be effected against delivery of the following documents in original:

- CMR waybill confirmed by the consignee (signature, date and company's stamp)
- In case of transports under a customs procedure: customs documents (T-1, EX-1 etc.) confirmed by the respective customs office of destination or customs office of exit.

The freight invoice has to contain our reference (file) number. If these requirements are not fulfilled, the original invoice will be returned without being booked.

Our bank transfer will be affected to the bank account notified by the carrier in his first invoice. A change of the bank account can only be considered after an explicit, written agreement. Information on the invoice about a changed bank account or an assignment/cession is not sufficient.

Please indicate the above Position number on your invoice otherwise we cannot guarantee for fast handling!

Mandatory minimum wage requirements:

By the acceptance of this order you are obliged to compensate your staff in accordance with the mandatory minimum wage requirements as provided by the applicable minimum wage legislation (e.g. German MiLoG). You are obliged to indemnify cargo-partner from and against any potential liability according to the MiLoG to entitled employees. The indemnity obligation is also effective with respect to employees of subcontractors deployed by you and temporary employment agencies deployed by your subcontractors. In the event of an infringement of the aforementioned obligations by you, cargo-partner shall be entitled to terminate the respective order without notice. In addition cargo-partner has the right of retention against your due payments. Moreover you owe cargo-partner a contractual penalty amounting to € 7.500,- per violation.

Miscellaneous:

Freight charges include all transit expenses and additional charges (all in).

By accepting of this transport order you guarantee for quantity of loaded goods.

Your company is obliged to possess all valid licenses that are required for transport on route from this transport order. The vehicle and driver must have a valid licenses for loading/unloading and all transit countries..

By accepting our order, you confirm to adhere to all applicable laws in each country of the respective route and hold us harmless in this regard. Especially you confirm to observe legal minimum wages and reporting obligations for the respective operating area.

In the case of loading the dangerous(ADR) goods, the requirement of ADR regulative must be respected by both sides, the driver and the vehicle; appropriate equipment must be available; therefore if the loading or transportation couldn't be possible because of non-fulfillment of the requirement of vehicle or driver, we will not accept any of additional costs (auto-day, truck detention, etc.).

Carrier guarantees for the transit time under this order. If the carrier is in charge for delay, he is obligated to compensate to cargo-partner the real damage or profit lost without restraint. The carrier is acquitted of guilty due to delays in transportation, if during the execution of transportation some extraordinary circumstances happen beyond the professional course of job, which especially include: force majeure, extraordinary circumstances on borders, decisions and treatments of national and foreign customs authorities, which significantly influence the course of transportation. Transit time could be prolonged only due to extraordinary circumstances that really happened.

Carrier is obligated to advice cargo-partner about any delay, reasons and time of delays as well as about estimation of a new transit time of course of transportation under the order.

If the demurrage is admitted to the carrier, cargo-partner limits its liability for the amount of EUR 120,00/demurrage. Freed of demurrage 24 hours before and after loading and unloading.

If the order consider the booking of the whole vehicle it is not allowed to carrier to load other goods without our written agreement. In the case of violation of this provision, cargo-partner is released of paying any freight and has right to compensate the damage as well as the profit loss from the carrier.

In case of untimely cancellation of orders (up to 24 hours before the planned loading) will be charged for at least 15% of the agreed price of transport, or a minimum of 300 EUR.

Should this for any reason not be possible at the time of executing the transport, the information has to be provided in retrospect no later than:

Status updates

- 24 hrs from contracted pick up / delivery date for Economy orders
- 24 hrs from contracted pick up / delivery date for Priority orders
- Immediately for Emergency orders via phone / email confirmation

Photo of POD

- 72 hrs from contracted delivery date for Economy orders
- 48 hrs from contracted delivery date for Priority orders
- Immediately after delivery for Emergency orders

Should the above not be executed, we reserve the right to deduct € 15.00 from the agreed freight bill.

In the case of dispute by this order, in jurisdiction is Commercial Court in Thessaloniki, Greece. This order is legal even without written confirmation of carrier.