

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. In case of breach of this provision cargo-partner is free from payment of any transportation charges and shall be paid compensation for loss of profit from Carrier.

Customer protection:

Any contact with the participants in the transport beyond the fulfillment of this contract is prohibited without our written approval! Carrier shall not contact the client without our consent under threat of compensation for the damages and loss of profit in case of breach of this instruction. Also if carrier contacts directly each party (shipper, consignee) without written consent of cargo-partner, carrier obligates that cargo-partner doesn't have to pay agreed transport costs.

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 for 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
- In case of carriage of dangerous goods, both vehicle and driver should meet requirements for ADR including necessary equipment. If loading or transport of goods is not possible as a result of failing to meet requirements for the vehicle or driver, we shall have no liability for any additional costs (demurrage for auto day, etc.)
- 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 carrier 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.

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.

Payment terms:

- 10 days payment – against 5 % sconto - starting from the day of receiving complete original documentation
- 21 days payment - against 3 % sconto - starting from the day of receiving complete original documentation
- 60 days payment - without sconto- starting from the day of receiving complete original documentation

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 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.

By taking over this transport order you herewith accept to provide the collected and delivered status as well as the Photo POD in real time via the link submitted together with this transport order.

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.

Should the above not be executed, we reserve the right to deduct € 25.00 from the agreed freight bill.