



## General contractual conditions

- You are obliged to use only vehicles for the transportation which are in perfect working order and approved.
- that your company and the vehicle deployed have all necessary licences, in accordance with EWE Nr. 881/92
- that in accordance with ADSp, CMR and all other relevant provisions you have the required insurance coverage at a sufficient amount.  
Additionally in the context of TGI you are liable up to 40 SDR and/or 8,33 SDR in accordance with CMR.
- The contracting party is obliged to comply with the obligations contained in the freight order and relay all informations to the deployed carrier. You obliged to use carriers who fulfil the requirements reliable and faithful.
- Suitable material for securing the load is to be carried on the vehicle.  
In accordance with HGB § 412 the driver must ensure safe loading.
- The deadlines stated above must be complied with. Any hindrance or delay to delivery is to be notified immediately by telephone and then by fax, stating the reasons.  
Infringement implies no claim to payment of standing times.
- You guarantee:  
~ that you conclude contracts with our customers only through us and refrain from anything which could damage relations with our customer.
- ~ Europallets and/or mesh boxes are to be exchanged immediately or returned free of charge within 15 days, otherwise the costs of replacement have to be paid to us. We are entitled to charge up against your freight invoice. Upon payment the property of the missing pallets and boxes is yours.
- ~ By accepting this contract, you guarantee to comply with the provisions of the German Minimum Wage Act (MiLoG) in full, in particular, that you and any of your hired subcontractors pay the driver(s) during the stay in the area of the German territory the minimum wage in accordance with §20 MiLoG to be paid no later than the date referred to in paragraph 1 of §2 No. 2 MiLoG, and that you comply with the record keeping requirements acc. to §17 MiLoG and reporting requirements (§16 MiLoG). In case of violation you are liable for damages in full and possibly forfeit the right to payment of the agreed amount.
- Your invoices will be paid under the following conditions:  
~ all delivery papers are attached.  
~ pallet movement proof confirmations by the senders must be added to the confirmation of the recipient.  
~ the invoice must be in duplicate addressed to our company and the transportation order must be attached.
- Payment date as agreed  
This commences with the day of receipt of the invoice provided that your invoice contains all details and papers.
- We work exclusively on the basis of "General German Shipping Conditions 2017 (ADSp 2017)" with particular regard to the limitation of liability pursuant to paragraph 23rd.
- Place of fulfilment and jurisdiction are both Soest
- **You return to us the transportation order immediately duly signed and add to the fax a cover letter stating your VAT-ID-number and your evidence of insurance and if possible your excerpt from the commercial register.**