

Conditions

1. The haulier can claim the rate after sending us - all original - transport documents, such as CMR, delivery-, weight- and pallet note with the receipt confirmation of the unloading place.
2. Freight offers of Dettendorfer are non-binding with regard to the freight price. We reserve the right to make changes to the text of the offer and to prices for all offers, whether verbal or in writing. The contract with the carrier is only concluded when Dettendorfer confirms this to the carrier in writing by sending a transport order, by fax or email. The transport order contains information on the loading day/ loading time, loading address, delivery day/ delivery time, delivery address, goods to be transported and freight price; it is individually agreed by email or fax.
3. The maturity of the haulier's invoice is s after receipt of the invoice and the original transport documents in accordance with paragraph 1. A bank charge of 10,00 EUR will be passed on for payments to accounts, which are outside the SEPA-area.
4. The equal number of euro- and duesseldorf- pallets has to be exchanged at the loading and the unloading place as well (if there is an agreement to exchange pallets!!!). Every pallet exchange has to be documented on a separate pallet note. The agreed rate includes 25,00 EUR for the handling of pallets. We will invoice you 20,00 EUR per pallet for each euro- or duesseldorf-pallet that hasn't been exchanged. The haulier is permitted to prove no damage or a lower damage than expected. The haulier will be liable for each taken steel case which disposition is not documented (note on the CMR).
5. The haulier has to equip his vehicle with anti-sliding-mats, edge guards, cotters, straps and other cargo securing equipment. The emerging costs of the loading place or the forwarding agency can be subtracted from the haulier's rate if he doesn't follow this instruction. The observance of the general terms by the guideline VDI 2700 for loading security is agreed. The haulier is bound to secure the load accordingly. The driver is responsible for loading and unloading; he must be accordingly instructed by the haulier.
6. The parties agree (differing from § 431 HGB) a maximum liability limit of 40 SZR for each kilogram of the gross weight.
7. The haulier is not allowed to refer to ADSp 2017 obverse Dettendorfer. The compensation ban of Ziff. 19 ADSp 2017 for the benefit of the haulier will not be used.
8. The ADSp 2017 is the section specification of the Dettendorfer Company.
9. Valid is exclusively the German law. Area of jurisdiction is 83026 Rosenheim.
10. You are not allowed to subcontract a third party without our prior permission.
11. The haulier is not allowed to deal with customers of the Dettendorfer Company during and after cooperation of the parties. If he doesn't follow this instruction we are allowed to invoice at least 5.000,00 EUR.

Johann Dettendorfer Spedition
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 83131 Nußdorf am Inn

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Sitz der Kommanditgesellschaft:
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 Gerichtsstand ist:
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12. Loaded trucks generally have to be turned off at guarded parking possibilities, whereas two independently functioning protection facilities (e.g. alarm system, GPS, immobilizer system, fuel cut-off system) have to be activated at the truck and the trailer. A list of European Truck parking is available on the website: <http://www.iru.org/cms-filesystem-action?file=mix-publications/parking2007.pdf>
Dettendorfer does not warrant the accuracy or completeness of this list.
13. Dettendorfer has to be informed immediately if there are any obstacles and/or delays in the transportation process and we are authorized to give instructions.
14. Demurrages of the haulier have to be requested in written form. 24 hours at loading and unloading place are demurrage-free at all times.
15. Reloading's are expressly forbidden. Every attachment-load has to be permitted of the customer.
16. The people who work at the loading place have to be informed about the existing axle loads and the correct weight distribution, if they load the trailer. If the driver loads the goods himself, he has to obey the prescribed axle loads as well as the concerning statutory provisions.
17. The carrier has the permits and authorization's required for the transport and sufficient insurance protection for their waste management activities according to Sec. 6 EfbV [Entsorgungsfachbetriebeverordnung - Ordinance of Specialized Waste Management Companies]. The legal basis for the disclosure obligation and obligation to obtain authorization according to Sec.53 and Sec.54 KrWG [Kreislaufwirtschaftsgesetz - Waste Management Act] is known and is being applied. The contractor expressly declares their consent that Dettendorfer has the right to issue directives towards the contractor regarding the transport of waste and grants Dettendorfer power of control at the contractor's operations. The contractor undertakes to transport the waste and to deliver the waste as ordered. The contractor undertakes to keep records for the transport of waste according to Sec. 5 EfbV and to provide Dettendorfer with copies of such records without being asked.
18. If Dettendorfer issues separate instructions, the preparation and presentation of neutralized transport documents is an important element of the transport order. The freight will be reduced of 20 % in case of an offence. Further claims for damages based on the breach of duty will not affect the consideration.
19. The haulier is obligated to provide for the transport of food only clean and operative vehicles, free of odors and other contamination. Furthermore the haulier is obligated to comply with the health standards and appropriate instruction and training of drivers.
20. The observation of ArbZG, AZO, the ordinance (EG) 561/2006 and FPersV is exclusively subjected to the haulier.
21. The haulier declares and confirms expressly that he is in possession of all official approvals, such as EU-Li-cense / Cemt-Approval and comparable permits. The haulier also insures that he reproaches all necessary insurance protections. Furthermore he commits to present the documents of the public-law licenses as well as the required insurance coverage at least twice a year.

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22. Special references: The legislator forbids the employment of hauliers without a residence and/or labour permit (§ 7b GüKG). The legislator also forbids the assignment of hauliers without a license (§ 7c GüKG). The customer will be financially charged if the haulier breaches against these terms. The haulier commits to release Dettendorfer from all charges which arise through a breach of law. The haulier is liable to the customer for claims, penalties and any other debts, which are caused by the breach against legal requirements by the haulier. The haulier has to carry at least the following documents in his truck; otherwise there will be expensive punishments:

- a) GüKG-Admission or Euro-license and driver attestation
- b) CMR, delivery notes, other transport papers
- c) Insurance certification
- d) Social insurance pass as well as identity card (passport) of the driver
- e) Official employment permission for drivers of a third country
- f) Residence permanent or residence acceptance
- g) Copy of rental agreement from truck / trailer
- h) Valid A1
- i) Employment contract, current pay slip

23. Furthermore the haulier is committed all official instructions, such as rules in road traffic, non-hazardous transports, deployment of proper personnel and the entrainment of the necessary documents. The haulier has to release Dettendorfer from all damages which are caused by the haulier.

24. The haulier is responsible for the adherence of the regulation (EG) No. 1072/2009 for cabotage transports (particularly admissible previous transports, accompanying documents, insurance). If the haulier offends against the regulation (EG) No. 1072/2009 and costs will be charged to Dettendorfer, the haulier is bound to indemnify Dettendorfer from all claims and has to pay compensation.
The above mentioned instructions are integrative elements of the transport order. Variations are only effective when Dettendorfer agrees in writing. Order confirmations with differing articles don't change the effectiveness of the existing instructions. Differing articles are ineffective.

25. If employees are sent across borders, the European regulations 96/71/EG concerning sending employees and their working conditions must be complied with.

The aforesaid conditions are integrative feature of the transport contract.
Deviations from this contract are only effective if the Dettendorfer forwarding agency is explicit approving in writing. Order confirmations with different terms are not affecting the effectiveness of the protruding conditions. Different terms are void.

26. Compliance with the supplier code of conduct is hereby expressly agreed.

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