



### **General:**

- **Insofar as this agreement does not derogate or supplement, we shall work exclusively on the basis of the General German Freight Forwarding Conditions 2017 (ADSp 2017)**
- **Deviating or supplementary terms and conditions of third parties, including the contract partner, are contradicted and they will not be a part of the contract.**

### **Transport order:**

- All appointments specified in the transport request are fixed dates. In the case of termin delays, delivery impediments or other reasons for the non-compliance of the collection / delivery dates, we shall be informed immediately in accordance with HGB / CMR. We shall hold you fully liable for all costs resulting from delayed collection, non-compliance of delivery dates, damage to the goods, defect quantities, etc.
- Transshipment is strictly prohibited. Cancellation requires written confirmation by us. Additional cargo at a fully chartered loading unit by BTG Internationale Spedition GmbH is not permitted.
- If you commission third parties to carry out our transport order, it is your sole responsibility to ensure that all obligations under this traffic contract are complied with.
- Unconditional customer protection is considered as agreed upon. You also undertake to omit any actions or measures which may be appropriate to compromise the relationship between us and our customers, who are known to you as freight forwarder. This apply also for subcontractors commissioned by you and, if necessary, also their subcontractors. Furthermore, you undertake to keep silence about all information about this transport order. Disregarding will be persecuted with a contract penalty of up to € 25,000
- Our freight contracts are valid without counter-confirmation. You will send the signed (CMR) freight letters from the unloading points back to the customer immediately. The payment of the freight will **only** be made upon presentation of a valid proof of delivery.
- At least 3 hours are free for loading and unloading. Complaints or invoices for futile delivery or demurrage without written confirmation and indication of the cause by the culprit are not recognized
- The contractor undertakes to comply strictly with all the provisions of the GüKG in addition to the laws and regulations applicable to his company. For any fines incurred by the client by non-compliance with these laws and regulations, the contractor is liable for compensation to the client.
- Place of performance and jurisdiction is Augsburg as the seat of BTG Internationale Spedition GmbH

### **Liability, insurance:**

- The General German Freight Forwarding Conditions 2017 (ADSp 2017) contain liability rules which may differ from the statutory standard regulations, in particular clause 23 ADSp 2017
- Freight liability insurance as well as CMR insurance will sufficiently be covered by you. An increased liability with 40 SDR / kg of gross weight pursuant to § 449. 2 no. 1 HGB (commercial code) is deemed to have been agreed upon in the German road traffic
- Your insurance cover for international transport also includes the CMR coverage for the freight carriers (subsidiarity) you have commissioned

### **cabotage:**

- By accepting our transport contract, you confirm the compliance with the cabotage regulations (Articles 8 and 9 of Regulation (EC) No 1072/2009) and ensure that the execution of our transport order is within the permitted time limits.

**Vehicle, equipment, loading, load securing:**

- The loading unit used is in a technically perfect condition and suitable for carrying out the transport
- The loading space is clean and odorless
- As haulier, you must ensure that appropriate load securing material is available for adequate load securing measures. The driver checks the cargo for external condition and carries out load securing. During the entire transport, the driver is responsible for checking and / or re-securing the cargo. This also applies after possible partial unloading.
- The goods to be transported must always be transported under tarp unless otherwise specified by us.
- The permissible axle load and the permissible total weight must always be observed when operating the vehicle and the vehicle combination.

**Transportation of Dangerous Goods:**

- If the transport contract includes the transport of dangerous goods, the regulations applicable to all persons involved in the transport must be observed and adhered to. The vehicle crew is in possession of a valid driving license, ADR training certificate and photo identification.
- If exemption rules cannot be applied, the transport unit shall be marked with orange warning plates and, if applicable, the corresponding hazard labels
- The prohibition of carriage of passengers is compulsory
- The required vehicle equipment and the personal equipment are complete and tested

**pallet exchange**

- In case of an agreement of pallet exchange, EURO pallets and lattice pallets must be exchanged immediately upon receipt of cargo, or must be returned to us delivered free of charge within 15 days.
- If a return is not carried out, or the condition of the exchange pallets is not the same type and quality of the pallets which were delivered, it is agreed, we will calculate 25.00 € per EURO palette and 125.00 € per lattice pallet (incl. Administrative expenses) and offset them simultaneously with existing or future receivables.
- If the consignee of the goods does not have pallets in stock for exchange, a discharge of the load is valid only with a written confirmation of the customer.

**Transport on toll roads:**

You as a toll payer reassure that you comply with the obligations arising from the relevant national laws including regulations, in particular, you assure that you will pay the toll incurred in accordance with the law and use the toll roads actually to an appropriate extent.

**Compliance with the minimum wage act:**

To the extent that the Contractor has already made a commitment toward to BTG Internationale Spedition GmbH or one of its branch offices regarding compliance with the provisions of the Minimum Wage Act, these obligations also extend without restriction to the present contractual relationship with BTG Internationale Spedition GmbH.