

Additional agreement for transport contracts

General:

- **Insofar as this agreement does not present anything divergent or supplementary, 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 transit-time 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 of this ban requires written confirmation by us. Loading additional cargo to a loading unit fully chartered 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 prevent any actions or measures which may cause a negative impact on the relationship between us and our customers, who are known to you as freight forwarder. This also applies for subcontractors commissioned by you and, if necessary, also their subcontractors. Furthermore, you undertake to keep silent on all information about this transport order. Violation will lead to a contractual fine 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 unsuccessful 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 demands of the GüKG (road haulage act). The contractor shall be liable to pay the principal for any fines that may arise due to non-compliance with these regulations.
- Place of performance and jurisdiction is Augsburg as the registered office 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 for the German road traffic
- Your insurance cover for international transport also includes the CMR coverage for the freight carriers (subsidiarity) you have commissioned

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 odourless
- 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.

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 must be 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 mandatory.
- 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 as the pallets which were delivered, it is agreed, we will calculate 25.00 € per EURO pallet and 125.00 € per lattice pallet (incl. administrative expenses) and offset them at the same time against existing or future demands.
- 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.

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.

Transport on toll roads:

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

Compliance with the Minimum Wage Act:

To the extent that the Contractor has already made a commitment towards 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.