

# **UNTERER** **LOGISTICS**



## General Terms and Conditions

Version dated: 07.11.2023

# Shipment order:

## General Terms and Conditions

1. This shipment order is binding without counter-confirmation. Orders from Unterer, are made solely on the basis of these General Terms and Conditions. They also apply to all future business relations, even if they are not expressly agreed upon again. Only the most recent version of the Terms and Conditions is effect. Counter-confirmations of the Contractor with reference to terms and conditions are hereby rejected. Deviations from these General Terms and Conditions are only valid if they are confirmed in writing by Unterer. These General Terms and Conditions remain in effect, even if individual parts should for whatever reason not in effect.

2. The Contractor is required to have a valid carrier's liability insurance with a minimum coverage of EUR 250,000 (for cabotage transport within Germany in the amount of EUR 600.000) per damage claim (incl. Article 29 CMR), subject to individual exceptions (see shipment order page 1). The Contractor has to provide evidence of such insurance (e.g., policies or else insurance certificate in German or English). Should such proof not be provided in accordance with the above requirements at least one (1) hour before the scheduled loading time, Unterer reserves the right, regardless of the occurrence of a loss, to obtain sufficient liability insurance coverage and to make a 3% deduction on the freight rate. The assertion of further damages remains unaffected.

3. Unterer assumes that the Contractor holds all necessary transport permits and furthermore carries such documentation in the truck cabin (EU-license, ECMT, etc.). In addition, the drivers engaged by the Contractor have all the necessary and valid permits (driver's license, ADR permit in the case of the shipments of hazardous goods, residence as well as work permit).

4. The use of sub-carriers requires the express written authorisation of Unterer. In the event of a breach of these instructions, the Contractor shall be liable for a contractual penalty of EUR 10,000.00 irrespective of the occurrence of any damage and shall be charged in addition to any damage incurred.

5. Freight inquiries and orders of Unterer, are in no case to be advertised directly nor neutralized over freight exchanges. In the case of a breach, the Contractor will be charged a fee in the amount of EUR 5.000 plus VAT.

6. Additional and trans-shipments are expressly prohibited. Any infringement will be treated as a total loss.

7. In order to prevent damage and theft, the Contractor shall solely make use of parking places that are under surveillance. The truck has to be specifically secured against theft. The handover of the cargo can only occur with the recipient named by Unterer - any change requires the prior written approval of Unterer.

8. The above dates (loading-/unloading times) are fixed dates and are binding. In the case that a contractor negligently or intentionally violates these deadlines, the contractor must pay Unterer a contractual penalty to the amount of the losses that have been incurred and proven by Unterer. This contractual penalty is due immediately. Furthermore, Unterer reserves the right to offset the penalty for the transportation rate, if required. Further claims for loss or damage shall remain unaffected.

9. The contract stipulates the unit-based transfer and delivery of shipments by the driver. In the event of any conflict in the handover, Unterer must be informed immediately.

10. Any loads transported by the vehicle will be safe for traffic, in particular in compliance with permissible axle loads, as well as securing of goods with lashing straps and cordons and are the responsibility of the Contractor or driver. Any costs or delays resulting from failure to observe this instruction, shall be borne by the Contractor.

11. In case of delays and / or impediments in any form to transport, Unterer must be informed immediately. Failure to comply with the specified dates or to provide a suitable vehicle will result in replacement by Unterer, of which the additional costs incurred will be borne by the Contractor and may be deducted from freight payments by Unterer.

#### 12. Obligation in the case of damage

The Contractor must immediately notify Unterer and insurer in writing, in the event of damage or compensation claim raised against contractor. Any damage expected to exceed the amount of EUR 3.000 or for which the amount can not be estimated reliably, a competent accident commissioner, where applicable appoint by the insurer, will be commissioned without delay to assess the damage and whos instructions must be followed strictly. All costs for and associated with the commissioner shall be borne by the contractor. Each traffic accident or theft has to be reported immediately to the local police authority. The Contractor must procure instructions from Unterer and fully comply with them in order to ensure that the damage is minimised.

In event of damage, Unterer reserves the right to offset or hold back the exact or predicted damage amount from earned and future freight rate payments until the case is resolved.

#### 13. Pallet exchange

Euro pallets or E-PAL pallets must be replaced immediately. In case pallets are not replaced immediately, a deadline to return the pallets of a maximum of 14 days is stipulated. Failure to comply with this deadline will result in the Contractor being billed EUR 25,00 plus VAT per piece plus an administration fee of EUR 15,00 plus VAT or for the amount that the shipper invoices Unterer. A replacement after the deadline has expired is not possible and will therefore not be accepted. Any replacement of pallets, including the non-replacement has to be demonstrated by appropriate documentation. In the absence of a non-exchange certificate, the loading equipment will also be charged with EUR 25,00 per item or charged to the shipper's invoice amount. The pallet notes that are issued by the driver are only valid with the stamp and signature of the consignor or recipient of the goods. Remarks on the CMR-waybill must likewise be countersigned by whomever is involved in the replacement of the pallets, a verbal confirmation on its own is insufficient. Invoices related to pallets are due immediately. Furthermore, Unterer reserve the right to retain and offset pallet costs against freight rate payments, if required. Further claims for loss or damage shall remain unaffected.

Should it not be possible to exchange the full number of pallets delivered to the consignee, the consignee shall owe the delivering contractor directly. These pallet debts must be claimed by the carrier directly from the consignee. Unterer is not responsible for these pallet debts.

#### 14. Demurrage regulation

The loading and unloading locations as well as border and inland customs offices are generally demurrage free for a period of 24 hours. Eligible demurrage costs must be reported immediately. A failure to provide a notification shall relieve Unterer from any

demurrage claim. Demurrage days shall only be remunerated by Unterer if these are confirmed on a CMR or a waiting certificate with date, time, stamp and signature. Saturdays, Sundays and bank holidays are generally demurrage free. Demurrage will only be remunerated, if the idle times are not caused by you as a Contractor and the driver has complied with all the dates specified. Each full refundable demurrage will in individual cases be agreed upon separately, but will however not exceed an amount of EUR 30,00 per hour or EUR 250,00 per day (not including VAT).

15. Unterer states that invoices will only be accepted if they are accompanied by the original issued CMR-Waybills, applicable pallet notes and any other original accompanying documents. Additionally for temperature-controlled transports, a legible temperature record is required (see paragraph 20, point b). Should the contractor fail to provide the temperature sheet, a confirmation and/or a garage temperature record will be necessary. At the request of the Contractor, Unterer grant a credit voucher upon receipt of the shipping documents.

In the case of counter-transactions, Unterer is allowed and will set off against freight claims regardless of any payment terms. This serves to simplify payment processing, which in this case can be done in both directions.

16. Unterer expects complete and original delivery documents to be available at Unterer offices within 10 days of unloading. In case of failure to meet this deadline, Unterer shall immediately levy an administration fee of Euro 50,00 (not including VAT) and will be offset in transport rate claims.

#### 17. Terms of payment

Terms of payment are as stated in the transport order.

#### 18. Prohibition of assignment

The contractor is not entitled to assign and/or sell claims against the client.

#### 19. Set-off

a) The Client is entitled to set off all claims against the Contractor's claims, contrary to the conditions set out in the General Forwarding Conditions (AÖSp/ADSp).

b) Offsetting or retention against claims arising from the transport contract and related non-contractual claims is only permitted if the counterclaim is due, undisputed, ready for decision or legally established.

20. The contractor is obligated to ensure that all drivers spend their frequent weekly rest periods outside of the vehicle in accordance to section 8 paragraph 6 EGVO 561/2006.

#### 21. Compliance with the minimum wage act

a) By signing the contract, you confirm that you have taken note of and comply with the payment of a minimum wage in Germany and France.

b) You guarantee that you autonomously comply with all legal requirements of both the German and France minimum wage acts and that you and in case also your subcontractors or vicarious agents comply with the legal requirements of the minimum wage act ( MiLoG and Loi Macron).

c) You commit yourself to indemnify Unterer from all claims of compensation raised by third parties or authorities due to the breach of applicable minimum wage requirements, including resulting fines etc.

#### 22. Additional agreement for refrigerated transportation:

a) Loading, unloading and transport temperatures must be checked and adjusted

according to the instruction of the consignor. In case of uncertainties and differences with regard to the temperature information, Unterer must be notified immediately. The hired refrigeration unit must be in operation continuously.

b) The Contractor ensures throughout the period of transportation the maintenance of temperature records and to provide them to Unterer without request. For GDP- transports the temperature recording interval should not exceed 15 minutes and the recording has to begin one hour before loading time.

All the temperature recordings must be preserved according to the statutory requirements that are correspondingly applicable (see, amongst others, Regulation (EC) no. 37/2005 of 12.01.2005 for quick-frozen foodstuffs = at least 1 year, Guideline 2013/C 343/01 of 05.11.2013 on Good Distribution Practice of medicinal products for human use = at least 5 years).

c) The driver must pre-cool the loading area of the vehicle and when loading to ascertain and ensure adequate circulation of the cooling air, and that the cargo does not damage the cooling equipment nor render it inoperative, and in particular third parties (loading personnel of the consignor) load according to the above instructions.

d) Sufficient fixing rails must be carried along for to secure cargo.

e) The loading area must be kept clean, dry, free from foreign odours as well as generally suitable for food transport (no meat rails incl. hooks).

f) The truck deployed by the Contractor must comply with the applicable ATP provisions. A corresponding certificate as well as a certificate of calibration must be submitted to us upon request.

23. All components of the transport order are binding and must be observed by the contractor. The contractor is liable to Unterer and his customers for violations of the requirements of the transport order. The contractor undertakes to hold subordinates harmless against claims due to violations and to bear the additional costs incurred as a result.

24. Customer protection:

The Contractor guarantees customer protection of Unterer. He may neither indirectly nor directly accept transport shipments nor transfer such orders to third parties that come from customers of the freight forwarder, who have become known to him within the framework of his activities with Unterer. In the event of a breach, the Contractor agrees to pay compensation for damages for any event in the amount of Euro 15.000.

25. Place of jurisdiction for both contract parties is AT- 6020 Innsbruck. This order is subject to Austrian Law.

26. Privacy

Unterer confirms strict compliance with the statutory requirements of GDPR. The currently valid version of the Unterer data protection agreement applies to this order and can be viewed on the homepage ([www.unterer.at](http://www.unterer.at)).

27. Quality

The contractor guarantees to comply with the Unterer Company's Code of Conduct, which can be viewed on the homepage ([www.unterer.at](http://www.unterer.at)).

The contractor also ensures to comply with the IFS logistics requirements or GDP guidelines if the transport is carrying food or pharmaceutical goods.