

LOADING INSTRUCTIONS



Intertrans GmbH, Industriestraße 6, D-67240 Bobenheim-Roxheim

To: **FÜRST TRANSPORTE**
SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIAL
WINCENTEGO WITOSA 1B
PL-59-307 Raszówka

Contact person: i.A. Chantal Kuhl
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Rechnungs-E-Mail: invoice@intertrans.de

for
exampl
e H.:
Phone: +49 152 07 02 88 88
Fax:
Email:

Transport order: We hereby place an order with you for the execution of a transport under the following conditions.

Tour No *** **830F202410236** *** Bobenheim-Roxheim, 28.03.2024

Trailer plate:		Type of vehicle:	Sprinter
Freightcharge in €:	400,00 EUR		
Term of payment:	45 Days net without discount		
Agreement:			

1	Loading date: Von: 03.04.2024 (06:00-14:00) Bis: (-) +49 6205 2030	Loading p.: Sonoco Consumer Products Europe, 1. Industriestraße 26, D-68766 Hockenheim	Unloading date: Von: 04.04.2024 (08:00-12:00) Bis: (-) +49 511 358960	Unloading p.: Natura-Werk Gebr. Hiller GmbH & Co. KG, Neanderstraße 5, D-30165 Hannover
For the settlement of this broadcast, we need the following documents: CMR consignment note Palettentausch ☐				

Goods:	Lxwxh:	LDM:	Weight:	Cbm:
12 Einwegpalette	1,20x0,80 m	4,80	3 000,00	0,00

Loading sequence:

1	03.04.2024 (06:00-14:00)	Sonoco Consumer Products Europe, 1. Industriestraße 26, D-68766 Hockenheim
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Unloading sequence:

1	04.04.2024 (08:00-12:00)	Natura-Werk Gebr. Hiller GmbH & Co. KG, Neanderstraße 5, D-30165 Hannover
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Mit freundlichen Grüßen

Intertrans GmbH
Europäische Verkehrsdienste

i.A. Chantal Kuhl

Anschrift
Industriestraße 6
D 67240 Bobenheim-Roxheim
Telefon: 0621 5704-0
Fax-Buchhaltung 0621 5704-286

Geschäftsführer
Michael Peters - Sigrid Peters
Handelsreg. Ludwigsh. HRB Nr.: 1018
FA Ludwigshafen St.-Nr.: 2767300526
USt.-Ident.-Nr.: DE 149145829

Banken in Ludwigshafen
VR Bank (BLZ 670 900 00) Kto 85 208 306
IBAN: DE42670900000085208306 BIC: GENODE61MA2
STADTSPARKASSE (BLZ 545 500 10) Kto 23 60 42
IBAN: DE25545500100000236042 BIC: LUHSDE6AXXX
POSTBANK (BLZ 545 100 67) Kto 37 80 670

Supplementary conditions:

1. Loading, unloading and load securing is the responsibility of the carrier/hauler: in case of multi drop unloading an appropriate load securing or re-securing until the last place of unloading must be ensured.
 2. The carrier/hauler must ensure that the vehicles used are, conform to the respective requirements (legally and officially regulations, specific transport requirements and if necessary additional requirements from the customer), equipped with suitable and sufficient load securing means (especially jamming bars, separators locks, lashing straps, chains, anti-slip mats, edge protectors, etc.) as well as technically and optically in impeccable condition. (at least 14 lashing straps, at least 40 anti-slip mats and 20 edge protectors, 1 stretching frame, 2-wheel chocks, at least 2 x 6 kg fire extinguisher). The side bars must be in good conditions and complete. Beyond of that the vehicles used should be low-pollutant, noise reduced and energy-saving with facilities that raise the driving safety like e.g., ABS, TCS, and retarder. The vehicles have to be equipped with devices or actions against theft.
- It must always be effectively ensured that the vehicle cannot roll away (Usage of wheel chocks).
- Reflective vest and safety boots are stringent to wear during every loading and unloading procedure, as well as further from the customers required or product specific protective equipment (personal protective equipment: reflective vest, safety boots, helmet, rubber gloves, safety glasses, wearing clothes), furthermore are the instructions from the loading personal committing.

Other conditions:

3. The carrier/hauler ensures that he meets at any time the legal requirements for the execution of the instructions received, especially that he or, if permitted, any subcontractor employed by him is in possession of the required permits and licenses necessary for the execution in accordance with §§ 3.6 GüKG (Permit Euro License, Third country permit, CEMT-permit) and that the required documents will be carried during the transport; that non-German drivers from third party countries (non-EU/EWR-countries) and contractors from an EU/EWR-country are employed only if they are in possession of the required driver's certificate, to be ready for presentation and are in possession of the required working permit and makes sure that the drivers carry with them the original documents required for drivers (working permit and negative certifications) and – if necessary – their authorized translation into the German language whilst executing the transportation.

Furthermore, the contractor or carrier undertakes,

- a) to use the permit and authorization required for the transport in accordance with § 3 and § 6 GüKG (permit, community license, third country permit and/or CEMT permit) only in accordance with the statutory provisions or to use only a carrier who properly uses the corresponding permit, authorization or license.

This also includes, in particular, compliance with the cabotage requirements in Article 8 of Regulation (EC) 1072/2009 (last amended by Regulation (EU) 2020/1055) or, if a CEMT permit is used, compliance with the requirements of Section 7a of the GüKG/KabotageV.

- b) to hand over all official documents to be carried along to the client for examination upon request in the event of an inspection by the client.

This includes in particular:

- (1) permit, license or authorization according to § 3 and § 6 GüKG
- (2) if applicable, driver's certificate, documents for the driving personnel in accordance with § 7b Para. 1 Sentence 2 GüKG as well as the CEMT driving report booklet.
- c) to hand over to the principal on request documents enabling the principal to verify compliance with the conditions of Article 8 of Regulation (EC) 1072/2009 (last amended by Regulation (EU) 2020/1055). In this context, the Freight Forwarder shall, upon request, also provide the Freight Forwarder with relevant information enabling the principal to verify compliance with the first sentence.
- d) to include the obligations described in § 8 as well as the obligation to submit documents in the freight contract with performing carriers and to use only those carriers who reliably meet the requirements of § 7b GüKG. Furthermore, the Contractor shall ensure the control of compliance with these regulations by the executing carriers (e.g., by means of a control in the transport company file).

The carrier/hauler will execute the transports in accordance with the regulations concerning driving times and rest periods see VO (EG) no. 561/2006 and the AETR as well as in accordance with the rules of VO (EWG) no. 3821/85 and the FPersV. If the instructed transportation cannot be executed during the legally prescribed periods because, for example, the driver has not sufficient driving time/working hours left for completion, the carrier/hauler or his driver is obliged to inform the freight forwarding agent immediately.

The freight forwarding agent has the right to check, before handing the goods over and before commencement of the transportation, whether the driver is able to carry out the transportation within the driving times and rest period times available to him. The freight forwarding agent has the right to check the tachograph disk or the day's record of the driver's card for the digital tachograph.

The dedicated maximum permissible weight, load per axle and towing capacity as well as legally regulations and extending beyond that the prohibition of loading goods together / regulations of separating goods of the customer (especially in conjunction with item 10.) are stringent to observe.

No consume of alcohol or drugs are allowed.

If the influence on the environment is not to prevent than it is to be kept as low as possible (that includes a safe, considerably and fuel-efficient and environment-sparing driving).

No non-operating persons are allowed in the vehicle.

4. The existence of valid insurance cover accord. to § 7a GüKG and according to the liability rule of HGB/CMR is, in line with the valid CMR-Policy or a current confirmation of insurance cover a precondition for the carrying out of the transportation and must be presented when requested. Otherwise, the principal is entitled to obtain the necessary insurance cover via a subcontractor insurance policy at the cost of the carrier/hauler. Such insurance cost is offset against the freight credits.

5. Freight payments are made after receipt of the invoice in duplicate and only after presentation of the signed original of the delivery note or the signed original CMR waybill and the loading device exchange note. Any freight payments or credit notes may be cancelled if the above documents are not presented. The payment terms are 45 days after receipt of the invoice for national transports and 60 days for international transports. We are empowered to make payments earlier in which case we are entitled to a 3% discount for payments within 14 days. Non-German invoices must bear the following note: „The invoiced amount is subject to tax in your country and tax must be paid by you as person/organization liable for this tax (§ 13 b.1.1 and § 13.2. UstG).

6. Delivery proofs (with date, time, load number, signature, company stamp / name of the receipt transmitter) must be presented within 48 hours after delivery (by e-mail or fax).

7. The carrier/hauler is obliged to present any accompanying customs documents properly and completely to the customs authorities, at the border as

8. All dates and appointments on page 1 are stringently to be kept. In case of any unavoidable delay or deviations of all sorts (e.g., delivery obstacles, accidents, damage or loss of the goods) we have to be informed immediately (see phone numbers on page 1) and it has to be noted on the proof of delivery / delivery note. The police must be informed in cases of accidents, damage or theft.

9. The routes have to be chosen in accordance to the respective good that is transported (that means preferential usage of motorways, avoidance of residential areas). During the transportation the vehicle must be parked exclusively on guarded parking areas.

10. Handling of dangerous goods: In the case of accepting dangerous goods, it must be ensured that the vehicle and its ADR equipment comply with the requirements of chapter 8.1.4 and 8.1.5 ADR. Each driver must be in possession of a valid ADR certificate and must carry an identity card bearing his personal photo. The driver has to check the transportation document for completeness and to demand it's handing over at the place of loading. The carrier/hauler has to provide the driver with the written instructions in his own language. The compliance with chapter 1.10 ADR is to be assured by the operating carrier/hauler. The ADR regulations in their latest version shall apply. Load securing: The regulations concerning the load securing are deemed to have been complied with when the load may be secured in accordance with EN 12195-1:2010 or VDI 2700 (lashing belts, anti-slip mats and edge protectors must, therefore, be available). The driver has to report by regularly intervals. If vehicles with dangerous goods are parked, they need to be monitored or parked on a sufficiently safe parking area. The article 8.4 from ADR has to be kept. In case of sea transport (ferry) add. the IMDG is valid too. Trucks with chemical and/or ADR goods don't have to be parked in residential areas, close to public facilities or on supermarkets areas.

11. In the case of accepting temperature-controlled goods, frozen goods or frost-sensitive goods and in the case of providing thermo vehicles the carrier/hauler agrees to use exclusively vehicles equipped with a temperature recording device, to request the necessary transport temperature and to record this in the waybill or other transport documents. The consignee has to check the temperature and to confirm this on the waybill or other transport documents. The temperature records must be kept for one year.

12. In the case of silo trucks being used the carrier/hauler must have the vehicle expertly cleaned before accepting the cargo and to present an appropriate certificate for the proper cleaning.

13. The carrier/hauler guarantees to the forwarding agent that he will not solicit the agent's customers. He may not directly or indirectly via third parties accept transport jobs from the agent's customers that he learns about in the course of carrying out his activities for the forwarding agent, nor will he pass such transport jobs on to third parties. For each infringement of this stipulation the carrier/hauler shall pay the forwarding agent a reasonable fine specified by the forwarding agent that, if disputed by the carrier/hauler, will be settled by the appropriate court of law. The freight forwarding agent has the right to demand from the carrier/hauler compensation in which case the compensation would take into consideration the fine imposed. This rule shall apply until one year after completion of the transport job

14. The carrier/hauler is responsible for the exchange and return of the packaging- and loading devices used during the transportation, (e.g., Euro-flat pallets, Euro-pallet cage). He keeps account of the packaging aids exchanged or not exchanged at the consignee. Exchanged packaging aids must be checked by the carrier/hauler for completeness and apparent damage. In the case of not changed loading devices the carrier/hauler must ensure that the consignee certifies the receipt of the packaging aids according to type and subtype. The forwarding agent coordinates with the carrier/hauler the date and collection of the non-exchanged packaging aids or gives instructions for this to be arranged with the consignee. The work involved for the carrier/hauler for the packaging aid exchange amount to 10% of the freight and has been included in the agreed freight rate and is, therefore, deemed paid.

15. If the carrier/hauler does not meet his obligation concerning the exchange or return according to the above point 14 within 4 weeks after the due date he is liable to pay a compensation of € 15.90 per Euro-flat pallet or € 90.00 per Euro pallet cage. The carrier/hauler has the right to prove that no damage had been caused or that it had been considerably less than the specified compensation.

16. The use of subcontractors by the instructed carrier/hauler requires the express prior written permission of the Intertrans GmbH.

17. Place of jurisdiction and fulfillment is the headquarters of Spedition Intertrans, Bobenheim-Roxheim, when the contractor is a legal entity. German legislation shall apply.

18. If the transport instruction and the terms contained therein are not immediately rejected in writing the transport instruction is deemed to have been accepted.

19. With regard to the contractual performance of transport, storage and logistics services, the following agreement has been reached:

(1) Obligations under the minimum wage law

The Contractor agrees, with affect from 1 January 2015 and for the duration of this contract,

- a.) to pay the minimum wage pursuant to § 20 MiLoG to all its domestic workers, on time and under the definition of § 2 MiLoG,
- b.) to record in accordance with § 17 MiLoG the start, end and duration of the daily working hours for its employees, no later than at the end of the seventh calendar day following the performance of the work, and to keep these records for at least two years, starting from the relevant point of recording,
- c.) to declare before starting a work performance, in accordance with § 16 MiLoG, a written registration in German to the competent customs authority (Bundesfinanzdirektion West) as an employer established abroad. Valid legal regulations regarding reporting obligations under § 16 MiLoG can be applied.

The Contractor will not assign the performance of services that the Contractor is contracted to perform to a sub-contractor or leasing company. The Contractor is only permitted to employ a sub-contractor or leasing company with the prior consent of the Client. In this case, the Contractor shall submit the name and registered office of the sub-contractor / leasing company to the Client and shall oblige the sub-contractor / leasing company to directly perform the services themselves and to comply with the obligations of item 1, sentence 1. Based on the regulated obligation, the Contractor shall select the sub-contractor or leasing company to be entrusted with the performance of this obligation with great care, and is required to ensure compliance with the obligation stipulated by the MiLoG.

(2) Penalty

If the Contractor culpably violates the obligations under item 1, then it is obliged to pay a contractual penalty for each violation, of an amount that is determined by the Client at its equitable discretion and with the amount being verifiable by the appropriate Local or District Court.

(3) Termination of contract

If the Contractor culpably violates the obligations under item 1, the Client shall be entitled to terminate the contract with the Contractor forthwith without notice, and without the need of a previous warning.

The Contractor shall indemnify the Customer against all claims from third parties based on a breach of their obligations under the MiLoG or from the breach of the obligations by its commissioned subcontractor / leasing company. This indemnification obligation applies both to civil liability as well as for fines to be imposed against the Client for violations by the contractor or the subcontractor/leasing company commissioned by him, and also to any costs related to the assertion of or defence against legal claims, provided that the claims asserted are based on an asserted violation of the obligations of the MiLoG committed by the sub-contractor itself or a sub-contractor contracted by them. The obligation of indemnification applies explicitly also to the claims of social insurance agencies and fiscal authorities.

(5) Requirement to provide notification

The Contractor is required to notify the Client immediately if the Contractor is subject to claims related to requirements of the MiLoG brought forward by its own employees, by employees of the sub-contractor attached to the performance of the contract, or by a leasing company, or if the Contractor discovers that such third-party claims have been asserted, in particular by employees of the sub-contractor or a mandated leasing company or by social insurance providers or fiscal authorities. This notification requirement also applies where administrative and/or criminal proceedings are brought against the Contractor in relation to requirements of the MiLoG or if they discover similar investigations have been initiated against their sub-contractor or mandated leasing company.

(6) Requirement to present documentation

The Contractor is required to submit on request of the Client all (wage-related) documents that are needed by the Client to verify compliance with § 20 MiLoG. The duty of presentation may be made by the accountant of the Contractor through a certificate, confirming that the Contractor has complied with the obligations of § 20 MiLoG, or by providing confirmation from the employee assigned to the relevant order that this employee has received a wage that is at least as high as the minimum wage specified in § 20 MiLoG by way of remuneration for the work performed for this order.

(7) Tax Clearance Certificate

The Client is entitled to request periodically a certificate in tax matters (tax clearance certificate) from the Contractor. The Contractor shall obtain it from the competent tax office of establishment immediately on first demand, and present it to the Client.