

Order for the carrier number ZL/09147/AU/07/24

Client:

M&W SPEDITION SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ
SPÓŁKA KOMANDYTOWA
64-600 OBORNIKI ul. POWSTAŃCÓW Wlkp. 23/9
NIP : 6060063651
tel. +48612971129 faks : 612971202
Oddział - tel : +48612971129 faks : 612971202
http://mw-spedition.com
Accounting: faktury@mw-spedition.com

Zleceniobiorca/Carrier :

Furst Transporte GmbH
NIP: DE310961055
Kurze Strasse 2
31832 Springe
Osoba kontaktowa: Damian Snoch
e-mail: d.snoch@fuersttransporte.com
tel. 694 058 062

Corresponding address. : Powstańców Wlkp. 23/9, 64-600 OBORNIKI
Contact person: Ariel Urbanik

Payer :

M&W SPEDITION SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ SPÓŁKA
KOMANDYTOWA
64-600 OBORNIKI, Powstańców Wlkp. 23/9
NIP : PL6060063651
Contact person: Ariel Urbanik
email: dispo6@mw-spedition.com
tel.

Car:

WPR 0202U / DWR2064R

Driver:

, ,

Instructions : Proszę odpowiednio zabezpieczyć towar na aucie, wymagane pasy, kantowniki i maty. W razie niezgodności w ilości towaru, należy skontaktować się z naszą firmą przed wyjazdem kierowcy z miejsca załadunku. Kierowca musi sprawdzić przed wyjazdem czy ilość towaru w CMR zgadza się z ilością towaru na aucie.

Requirements for shipping : Wymagana naczepa 13,6ldm, wolna od zapachów, bez dziur, czysta, pusta

In case of an order with no pallets exchange, an entry in the documents confirming lack of pallets exchange is required.

Service	Quantity	Load ldm	Net Price	TAX	Gross Price	Net value	Gross value
usługa spedycyjna	1	13,6	570	NP	570,00	570,00	570,00
Total :						570,00	570,00
Payment form :							Przelew -7 days
Currency :							EUR

Load/name, type	Quantity	Unit	Gross weight in kg
, 25000kg	13,6	ldm	25000

Type	Date and time	Country	Location	Street	Name
Load Reference No : Mauersteine für tunnel	16.07.2024 06:00 - 16:00	Niemcy	91788 - Pappenheim	Kappel 1	Max Balz GmbH
Additional information :					

Type	Date and time	Country	Location	Street	Name
Unloading Reference No. : with delivery note !!!	16.07.2024 07:00 - 17:00	Niemcy	37293 Herleshausen/Unhausen	- An der B 400	Baustelle An der B 400
Additional information : drewno, które kierowca dostanie na załadunku musi zostać na rozładunku!					

General conditions and recommendations

General terms and conditions:

1. General provisions

- 1.1. The below terms and conditions apply to all agreements between M&W Spedition Sp. z o.o. Sp. k., hereinafter referred to as M&W Spedition and the company realizing the freight transport order, hereinafter referred to as carrier. The terms also apply to all legal acts related to the transport agreement.
- 1.2. The carriers general terms and conditions do not apply, unless otherwise agreed in writing.
- 1.3. Before signing the contract of carriage M&W Spedition is presenting the carrier a freight offer, including dates and place of loading/unloading, freight type and rate, without the address of the consignor and consignee. When the freight agreement is made using the TRANS-application M&W Spedition is sending a link to the below general terms and conditions. The offer is binding within 30 minutes after it is sent to the carrier by TRANS-application, e-mail or fax. The carrier is then obliged to accept the offer by any of the above mentioned means of communication (TRANS-application, e-mail or fax). When the carrier is regularly cooperating with M&W Spedition the freight offer is considered as accepted, unless the carrier does not reject the offer within 30 minutes of sending it by TRANS-application, e-mail or fax.
- 1.4. When the carrier accepts the offer for freight carriage, M&W Spedition will send the transport order by TRANS-application, e-mail or fax, with contract date, company name and address of the consignor and consignee.
- 1.5. Any changes to the terms and conditions of the contract of carriage require the written consent of M&W Spedition by TRANS-application, e-mail or fax.
2. Carriers obligations
- 2.1. The carrier is obliged to realize the transport order with accuracy, in accordance with the contract of carriage, the terms and conditions and general provisions.
- 2.2. The carrier, his employees and everybody involved in the transport realization, including the driver, are not allowed to show or disclose the freight offer and the transport order to third parties, especially to the consignor and consignee. This applies at each stage of the realization of the contract of carriage, in particular during the loading/unloading of goods. If the carrier breaches this obligation, he will be charged a contractual penalty - point 5.3. of the terms and conditions.
- 2.3. The driver and everybody involved in the transport realization, are not allowed to transship the goods.
- 2.4. It is not allowed to use sub-contractors to realize the transport order.
- 2.5. The carrier is obliged to meet the deadlines mentioned in the transport order, especially deadlines for loading/unloading.
- 2.6. The truck used for transportation has to be in very good technical condition.
- 2.7. The truck must be parked on guarded parking lots.
- 2.8. The carrier confirms, that he is in possession of a valid insurance and all necessary permits and authorizations required to realize the transport order. If necessary the carrier is obliged to present the documents.
- 2.9. The carrier is obliged to inform M&W Spedition of delays or any other problems, which occur during the realization of the transport order.
- 2.10. The driver is responsible to properly secure the cargo. The driver needs protective clothing, such as: helmet, vest, glasses, safety shoes (steel-toe boots).
- 2.11. If not mentioned in the order the required truck is a 13,6m tautliner with ramp height, which can be loaded by the top, side and the back, with load capacity of 24t and the intern height of 2.75m. Trailer must have full aluminium side boardsa, valid XL code and multilock 2,75m. The semi-trailer is equipped with all side boards - at least 4 aluminum side boards per section on each side.
- 2.12. The truck must be equipped with sufficient amount of security straps, anti-slide mats and edge protectors to secure the cargo.
- 2.13. If the truck does not arrive on time at the loading place or does not meet the requirements mentioned in the transport order, then M&W Spedition may search for a replacement truck. The carrier will be charged any extra costs, which may then apply.
- 2.14. The driver is obliged to make sure, that the truck is not overloaded, if the truck is overloaded, the driver must inform M&W Spedition over the phone or by e-mail. The driver may refuse to load the goods, M&W Spedition has to be informed about this. M&W Spedition does not take responsibility for overloaded trucks.
- 2.15. If the amount of cargo changes (e.g. weight/number of pallets does not match the transport order), then the carrier or driver is obliged to inform M&W Spedition over the phone or by e-mail and wait for further instructions, before leaving the loading or unloading place.
3. Carriers liability
- 3.1. The carrier is liable for any loss of goods or damages during the realization of the transport order, as well as delivery delay, in accordance with the general provisions, in international freight carriage - the CMR convention and in domestic freight carriage - the Act on Transport Law and provisions of the Civil Code.
- 3.2. In case of consignment damage (e.g. packaging or goods), the carrier is responsible to inform M&W Spedition, describe the damage and determine what caused the damage. The driver and the consignee are obliged to fill out the damage report. If the consignee refuses to sign the report, the driver has to write the reason in the report.
- 3.3. The damage report must be send to M&W Spedition as soon as possible.
- 3.4. If the driver is loading/unloading cargo on his own, he is fully responsible for any damages caused during this action.
- 3.5. In case of damage claims the carrier is obliged to pay compensation in accordance with general provisions.
- 3.6. If the carrier does not meet the deadline for loading, then M&W Spedition may charge 50 EUR contractual penalty, regardless of any additional costs, which may also apply. This obligation remains valid after termination of the freight contract.
- 3.7. If the carrier does not realize the freight transport contract, due to reasons attributable to the carrier, other than the loss or damage of the consignment, excluding point 8 (MiLoG), the carrier is obliged to pay a contractual penalty of 150 EUR. If the costs, that arise are higher than the contractual penalty, M&W Spedition is entitled to demand compensation and the carrier is liable for costs, which may then apply, according to general provisions.
4. Payment
- 4.1. The freight rate is mentioned in the freight offer (point 1.3) and includes all costs of the carrier, as well as the loading and unloading of goods by the driver (all in). The carrier is not entitled to demand reimbursement of costs or higher payment.
- 4.2. For international transportation the invoice shall be issued in EUR.
- 4.3. Payment of the remuneration referred in point 4.1 of general conditions of the order is made by transfer to the carriers bank account, which is in Your invoice. The payment deadline is 60 days, calculated from the moment of receive, by post, of all original shipping documents and the invoice. There is also a (skonto) option. Then reduce 5% of freight from the value and the invoice will be paid within 7 days since

receiving original documents and invoice by post (within 7 days the transfer will leave our bank). The date of payment is the day which on the M&W Spedition bank account is debited.

4.4 The carrier is obliged to send by email dokumenty@mw-spedition.com within 5 calendar days from the date of unloading the invoice and readable scan or photo of documents, and within 21 calendar days by post all original shipping documents and original invoice. The term of payment commences on the date of receipt of original documents and invoices (if required in the order document pallet, GLP or other specific Schein specific document must also be sent in the original version along with the rest of documents). If the carrier fails with any of the conditions the recovery cost of 30 euro will be charged.

4.5. 24hrs of waiting time for loading and unloading (counted from the time/day mentioned in the freight order) are free of charge. After this time demurrage is being paid, if waiting time is confirmed in writing by consignor/consignee. For every hour 45 PLN, but not more than 500 PLN per day. Sundays, Saturdays and holidays are demurrage free.

4.6 After every single loading and unloading haulier is responsible to send status to contact email of our forwarder - status must be done in the same day when cargo was loaded or unloaded. Each missing status can be punished by 15 euro penalty.

4.7 If cargo will not be loaded as it was planned in the order, storno the order 3 hours before start of loading time or haulier will not provide correct truck for load there will be penalty 200 euro. There can occur additional extra costs.

4.8 In the event of issuing any debit note, we reserves the right to charge an administration fee of 25 euro.

4.9 M&W Company reserves the right to deduct any charges from the carrier's remuneration receivable resulting from incorrect execution of orders he performed for the M&W Spedition.

5. Confidentiality

5.1. The carrier is obliged to keep all information in the scope of cooperation with M&W Spedition confidential, in particular information about the consignor and consignee, freight type and rate, as well as the freight offer and transport order (point 1.3 and 1.4).

5.2. The consignors and consignees data and address may be used by the carrier only during the realization of the transport order. The carrier is not allowed to cooperate and have any business relationships with the consignor or consignee, including freight transport realization without M&W Spedition involved.

5.3. The carrier is obliged to client protection, if he breaches this obligation (point 5.1. and 5.2.), in particular by realizing transport orders for the consignor or consignee within one year after contract termination, the carrier will be charged a contractual penalty of 20 000 EUR.

6. ADR - dangerous goods:

If dangerous goods are being transported, then according to the ADR-requirements, the carrier shall: - comply with the ADR-regulations,

- possess the ADR-certificate to conduct shipment of hazardous materials,

- secure the cargo according to the ADR-requirements,

- make sure that the truck is properly equipped and labeled.

It is not permitted to load additional goods together with ADR without permission of M&W Spedition.

7. Pallet exchange:

7.1. If not mentioned in the transport order, all euro pallets and gitterboxes are not exchanged. If other arrangements are made, then the below points 7.2. through 7.7. apply.

7.2. The carrier is obliged to exchange pallets/gitterboxes at the loading and unloading place. The amount of loading equipment must match the number mentioned in the transport order. If the carrier does not exchange pallets at the loading place, he may collect empty pallets/gitterboxes at the unloading place and return them within 30 days of unloading date to the address given by M&W Spedition. Pallets need to be taken from delivery place in the same day as delivery date. You cannot give back pallets in more than 30 days after delivery. If there will be any issue with taking back empty pallets You need to inform M&W Spedition immediately. If there will be any issue with giving back pallets like bad condition of pallets You need inform us immediately.

7.3. If the exchange of pallets/gitterboxes is not processed properly, then the carrier will pay a contractual penalty of 23,5 EUR for every not exchanged or damaged pallet and 110 EUR for every gitterbox within 10 days after he receives the payment notice. Also there will be added 25 euro administration costs.

7.4. If the carrier returns the pallets/gitterboxes, but not later than after 30 calendar days from the date of unloading the goods the Customer will cancel fee charged mentioned in point 7.3 administration fee. Handling fees related to the cancellation of the contractual penalty by the Client referred to in the previous sentence, in a lump sum amount of 25 euros. Return of pallets or gitterboxes by the Carrier after the deadline of 30 calendar days from the date of unloading the goods does not result in the Customer canceling the contractual penalty charged in accordance with point 7.3.

7.5. The pallet/gitterbox exchange at the loading/unloading place must be documented on a pallet receipt, signed by the driver and the consignor/consignee.

7.6. The pallets/gitterboxes for exchange must be of good quality, without splinters and nails, they can not be broken/dirty.

7.7. The amount of exchanged/returned pallets/gitterboxes must match the number of pallets/gitterboxes in the proof of delivery.

7.8. In the case of an order with no pallet replacement, an entry in the documents confirming the lack of pallet replacement is required. Failure to make an entry may result in a charge as if the pallets had been taken by the driver according to the above guidelines for means of loading.

8. Compliance with the Minimum-Wage-Act since 1st January 2015:

8.1. The carrier warrants, that he complies with the provisions of the Minimum-Wage-Act (MiLoG), in particular the obligation to pay the minimum wage. The carrier ensures to realize the transport order by providing contractual services for M&W Spedition Sp. z o.o. Sp. k. (hereinafter referred to as M&W Spedition) in Germany (cabotage/international road haulage from and to Germany/transit) in compliance with legal provisions of the German law, in particular the Minimum-Wage-Act (MiLoG-Mindestlohngesetz). The carrier ensures to pay his employees the statutory minimum wage per hour, register transport operations at the applicable German authorities and warrants, that his subcontractors comply with the provisions of MiLoG as well. The carrier is responsible for any violations of the MiLoG requirements.

8.2. The carrier shall hold M&W Spedition harmless upon first demand against any claims out of and in connection with the violation of MiLoG. This applies for fines and any applicable legal costs.

8.3. If the carrier does not meet the above mentioned obligations, then M&W Spedition reserves the right to terminate the freight transport contract.

9. Right of withdrawal.

The carrier has the right to withdraw from this contract within 30 minutes after the transport order is sent, if he pays a compensation of 100 EUR. If the carrier does not realize the freight order, he will be charged the penalty mentioned in point 3.7.

10. Final provisions

10.1. Disputes, which may arise from this contract will be resolved by the court having jurisdiction over the registered office of M&W Spedition.

10.2. Place of jurisdiction for any disputes arising from point 8 (MiLoG) is the court in Oborniki, where M&W Spedition has its registered office, unless otherwise specified in the general provisions.

In accordance with Art. 13 of the General Data Protection Regulation from 27th April 2016 (Official Journal of the European Union, L 119 from 4th May 2016) we hereby inform, that:

1) M&W Spedition Sp. k. Sp. z o.o. is the controller of your personal data

2) you can contact the personal data controller via email - t.job@mw-spedition.com

3) the legal basis to process your personal data by the data controller may be:

- your voluntary permission for data processing in accordance with Article 6, para. 1 a of the GDPR from 27th April 2016

- the requirement for data processing to realize the transport order or to sign the contract in accordance with Article 6, para. 1 b of the GDPR from 27th April 2016

- legal requirements based on current legislation in accordance with Article 6, para. 1 c of the GDPR from 27th April 2016

- the requirement to protect our legal interests in accordance with Article 6, para. 1 d of the GDPR from 27th April 2016

4) your personal data recipients are:

- entities participating in the realization of the transport order

- accounting office

5) your personal data will be stored for 6 years or pursuant to the justified interest of the data controller (data will be processed until the end of business relations)

6) you have the right to access your personal data, rectify them, delete or limit their processing

7) you have the right to lodge a complaint to the supervisory authority

8) providing personal data is voluntary, however not providing your data may result in refusal to sign the contract

07/16/2024

Person authorized to sign documents

Document issued by, date