

Date: 22.01.2024  
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## Transport order

Note: Use following Tour No. when invoicing: **31788448**

As already agreed by telephone, you will carry out the following transport order on our behalf:

Truck: Kz.Zugm.: WPR 7184P Innenhöhe: 260 cm Sattelzug Edscha Tautl. 34 DB Ges.: 441 Km

Attention: **Pallet-Change**

### Loading-Ref.: Tour 6129

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**Loading Date:** 22.01.2024 to: 22.01.2024  
**1 . Loading Point:** J. E. Schum GmbH & Co. KG, Adolf-Oesterheld-Str. 21, D-97337 Dettelbach  
**Goods:** 8 EU GEBRAHaushaltswaren 1680 Kg 3,20 LDM  
**Attention:** **Paletten sind zu tauschen!!!**  
**Order:** Send-Nr. 367566 load i.O. WWL **Loadnr.:** Tour 6129  
**Date of unloading:** 23.01.2024 to: 23.01.2024  
**Unloading Point:** Empfänger: Kaufland, Bismarckstraße 643, D-06749 Bitterfeld

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**Loading Date:** 22.01.2024 to: 22.01.2024  
**2 . Loading Point:** J. E. Schum GmbH & Co. KG, Adolf-Oesterheld-Str. 21, D-97337 Dettelbach  
**Goods:** 3 EU GEBRAHaushaltswaren 630 Kg 1,20 LDM  
**Attention:** **Paletten sind zu tauschen!!!**  
**Order:** Send-Nr. 367569 load i.O. WWL **Loadnr.:** Tour 6129  
**Date of unloading:** 23.01.2024 to: 23.01.2024  
**Unloading Point:** Empfänger: Kaufland, Wittener Straße, D-06766 Bitterfeld

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**Loading Date:** 22.01.2024 to: 22.01.2024  
**3 . Loading Point:** J. E. Schum GmbH & Co. KG, Adolf-Oesterheld-Str. 21, D-97337 Dettelbach  
**Goods:** 2 EU GEBRAHaushaltswaren 420 Kg 0,80 LDM  
**Attention:** **Paletten sind zu tauschen!!!**  
**Order:** Send-Nr. 367570 load i.O. WWL **Loadnr.:** Tour 6129  
**Date of unloading:** 23.01.2024 to: 23.01.2024  
**Unloading Point:** Empfänger: Kaufland Dessau, Zunftstraße 15, D-06847 Dessau

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**Loading Date:** 22.01.2024 to: 22.01.2024  
**4 . Loading Point:** J. E. Schum GmbH & Co. KG, Adolf-Oesterheld-Str. 21, D-97337 Dettelbach  
**Goods:** 5 EU GEBRAHaushaltswaren 1050 Kg 2,00 LDM  
**Attention:** **Paletten sind zu tauschen!!!**  
**Order:** Send-Nr. 367571 load i.O. WWL **Loadnr.:** Tour 6129  
**Date of unloading:** 23.01.2024 to: 23.01.2024  
**Unloading Point:** Empfänger: Kaufland Dessau, Am Eichengarten 2, D-06842 Dessau

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**Loading Date:** 22.01.2024 to: 22.01.2024

We work exclusively on the basis of our AGBs. The German Freight Forwarders' Standard Terms and Conditions (ADSp) for 2017 only apply if we act as the contracting forwarder and our AGBs do not conflict with them. The place of jurisdiction is Berlin-Wedding.

HRB 76472, CEO: Bernd Hegemann Chairman of the Supervisory Board: Harald Lindenlauf

SWIFT: COBADEFFXXX, IBAN: DE 52 1004 0000 0785 3070 00

**5 . Loading Point:** J. E. Schum GmbH & Co. KG, Adolf-Oesterheld-Str. 21, D-97337 Dettelbach  
**Goods:** 3 EU GEBRAHAushaltswaren 630 Kg 1,20 LDM  
**Attention:** **Paletten sind zu tauschen!!!**  
**Order:** Send-Nr. 1367572 load i.O. WWL **Loadnr.:** Tour 6129  
**Date of unloading:** 23.01.2024 to: 23.01.2024  
**Unloading Point:** Empfänger: Kaufland Dessau, Wolfgangstr. 14, D-06844 Dessau

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**Loading Date:** 22.01.2024 to: 22.01.2024  
**6 . Loading Point:** J. E. Schum GmbH & Co. KG, Adolf-Oesterheld-Str. 21, D-97337 Dettelbach  
**Goods:** 11 EU GEBRAHAushaltswaren 2310 Kg 4,40 LDM  
**Attention:** **Paletten sind zu tauschen!!!**  
**Order:** Send-Nr. 1367573 load i.O. WWL **Loadnr.:** Tour 6129  
**Date of unloading:** 23.01.2024 to: 23.01.2024  
**Unloading Point:** Empfänger: Kaufland, Lerchenberg Str. 112-113, D-06886 Lutherstadt Wittenberg

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**Insurance:** Damaged goods general liability insurance in accordance with GüKG § 7a over 40SZR or at international Transport in accordance with CMR at your expense.

**Freight:** 800,00 EUR inclusive Maut  
**Charge for in time delivery:** 0,00 EUR  
**Pallet exchange fee:** 0,00 EUR  
**Total Freight:** 800,00 EUR

**Note!!! We will not reimburse any extraordinary costs such as postage / paper.**

**Special aspects**

Freight invoices will only be recognised after the complete return of signed original bills of lading, delivery notes / weighing slips and pallet notes from loading and unloading stations (date, stamp/signature). The signed original bills of lading must be submitted to us within 14 calendar days of delivery of the goods unless otherwise agreed. An amount of € 30.- will be deducted from the freight rate if they are submitted later or are incomplete.

Freight costs will be paid 45 days after receipt of the invoice or after credit note is issued.

**We refer explicitly to Items 13, 14 and 16 of our AGBs!**

**Note: Please pay attention to the status report and our AGBs !!**

By accepting the contract, you confirm that you agree to this rule.

With kind regards

i. A. J.Zoworka

We request written confirmation of the order.

Date, signature  
company Stamp

**The transport order and the AGBs on the following pages are binding, even unsigned, as they have been produced electronically.**

We work exclusively on the basis of our AGBs. The German Freight Forwarders' Standard Terms and Conditions (ADSp) for 2017 only apply if we act as the contracting forwarder and our AGBs do not conflict with them. The place of jurisdiction is Berlin-Wedding.

HRB 76472, CEO: Bernd Hegemann Chairman of the Supervisory Board: Harald Lindenlauf

SWIFT: COBADEFFXXX, IBAN: DE 52 1004 0000 0785 3070 00

## **General Terms and Conditions of Business (AGB)**

### **1. Customer protection**

The transport company (hereafter referred to as the contractor) commissioned by WWL Spedition AG (hereafter referred to as WWL) may not itself conclude or broker any contracts of its own with WWL's customer during the term of the contractual relationship and for a period of 6 months following termination of the contractual relationship. This non-competition clause applies to the Federal Republic of Germany and for all countries bordering on Germany.

The non-competition clause only relates to those customers who have been passed to the contractor by WWL. If this non-competition clause is breached, a contractual penalty of € 3,000.00 will become due for each infringement (the principle of continuous offence is excluded). More extensive claims for compensation on the part of WWL remain unaffected although the contractual penalty will be offset against them.

### **2. Duty of information**

Delays, difficulties, variances in quantities or delays in implementing the contract must be communicated to WWL without delay.

### **3. Acceptance of quantities / vehicle requirements**

Unless otherwise agreed, the contractor must check that the quantity accepted and the identity of the goods are correct as well as inspect them for any externally visible damage, and ensure that seals and locks are unbroken; he must also confirm the above with his signature.

The transport containers and vehicles used must be in hygienically perfect condition.

The contractor is responsible for ensuring that if packaged food is transported, the means of transport are suitable.

No additional goods may be loaded which contaminate the packaged goods chemically, microbiologically or physically. It is also forbidden to load any additional materials that could affect such goods from a sensory perspective.

Care must be taken to ensure that only clean, intact Euro pallets and lattice boxes are exchanged.

The contractor will also ensure that the conditions listed above are adhered to if the order is passed on to sub-contractors or the goods have to be put into interim storage.

The contractor will bear any costs incurred as a result of any failure to observe these specifications and any resulting complaints and recall operations.

### **4. Securing the load**

Unless otherwise agreed, the contractor will bear the responsibility for securing the load. In doing so, he also assumes the duties of the shipper. Straps, anti-slip mats, protective corners and other aids are required to secure the load.

### **5. Exchanging pallets**

Unless otherwise agreed, the contractor is obliged to exchange concurrently any pallets accepted (Euro pallets, lattice boxes, Düsseldorf pallets, etc.) both with the consignor and consignee or to return them to the consignor within 14 days free of carriage charges. The duty to return pallets and the risk of exchange is reflected by adding 5% of the order value to the freight costs in the contractor's favour. The exchange of pallets / Düsseldorf pallets is hereby deemed to be agreed with the consignee. If the transport order specifies no exchange, it is essential that this is confirmed in writing by the consignee.

If pallets are not returned to the consignor at the request of the contractor but to a different partner specified by WWL, a fee of € 25.00 will be charged. If pallets are delivered to WWL's warehouse in Berlin, a cost of € 2.79 is charged per flat pallet and € 10.00 per lattice box pallet.

### **6. Pallet credit notes (DPL, ALDI, etc.)**

If the contractor does not exchange any pallets in spite of an agreement to do so, and submits an original pallet credit note to WWL, WWL will accept it and charge the costs to the contractor at € 4.29 per pallet.

### **7. Flat rates for pallets**

If neither the agreed exchange takes place, nor are the pallets returned to the consignor by the agreed deadline (alternatively: to WWL within 14 days), flat rates for pallets will be charged as follows

€ 12.00 per Euro pallet,	from 01.08.2021 € 29.00
€ 10.00 per Düsseldorf pallet	from 01.08.2021 € 27.00
€ 12.00 per industrial pallet,	from 01.08.2021 € 29.00
€ 80.00 per lattice box	from 01.08.2021 € 120.00
€ 15.00 plus postage / papers.	from 01.08.2021 € 25.00

The contractor is free to provide evidence that no loss has been incurred or that it was significantly lower than the agreed flat rate.

## **General Terms and Conditions of Business**

### **8. Status reports**

After every direct delivery to the consignee, immediate feedback (maximum of 2 hours after delivery) must be given to WWL for organizational reasons. The contractor's vehicle driver must quote the shipment number when he reports.

Notification must be made by email to [info@wwlsped.com](mailto:info@wwlsped.com)  
or by SMS to 015172608622.

If no notification is received or it is delayed, WWL will reduce the freight costs by € 25.00. Note: Any status report submitted to a different address will not be recognised by WWL.

If there are problems with the delivery or it gives rise to complaints, the contractor must supply WWL with the following information:

- Consignor and consignee
- Delivery note number
- Exact quantity and articles of variance
- Reason why consignee is refusing to accept the delivery
- Information, if applicable, as to the location of the goods
- Any agreements reached with the order handler

### **9. Halting charges and cancellation charges**

Halting charges and cancellation charges can only be accepted by WWL to the extent that they are actually reimbursed by the WWL's customer unless the contractor can provide evidence of wilful conduct or gross negligence on the part of WWL with respect to the circumstances leading to the halting charges and cancellation charges.

### **10. Failure to provide truck for the agreed transport**

If no truck is provided, a contractual penalty amounting to the freight price will be deemed to have been agreed. More extensive claims for damages on the part of WWL remain unaffected although the contractual penalty will be offset against them.

### **11. Penalties**

WWL will charge a contractual penalty of € 100.00 in accordance with § 341 in conjunction with § 339 BGB (German Civil Code) for poor performance of the transport order (e.g. late delivery). If WWL pays higher penalties to third parties, the contractual penalty will be increased by the amount by which such penalties are higher. Notwithstanding the above, WWL will insist on fulfilment of the contract unless it withdraws from the contract.

Otherwise, WWL reserves the right to assert compensation claims for poor performance.

In particular, the contractor must abide strictly by the information timeframes specified in the transport order (both with regard to WWL offices and WWL'S direct customers). If WWL has to pay penalties for late delivery, they will be passed on to the contractor.

### **12. Licence / Insurance + Liability in accordance with 40 SDR deemed to be agreed**

The contractor is in possession of a national or EU licence. Copies of the national or EU licence must be carried in the vehicles used by the contractor. The truck has third party liability insurance against damage to the goods. The contractor undertakes to comply with the conditions contained in the policy governing goods transport (exclusion of liability to be prevented).

### **13. Subcontractors / manpower / Minimum Wage Act**

The contractor will only use drivers who are EU citizens or who possess a valid EU driving licence. He will only use subcontractors from EU countries or subcontractors who have a cabotage authorization. This also applies to countries from the 10 new EU states. WWL must be notified of the names and locations of any subcontractors used when the order is accepted.

The contractor assures WWL that he will take responsibility for observing the statutory requirements of the Minimum Wage Act incl. the Employee Secondment Act (§14 AEntG), and issues WWL with an internal, legally binding indemnification from third party claims in the event of a breach of the law. The contractor will be liable for any subcontractors used by him.

### **14. Driving times and rest periods**

The contractor's attention is explicitly drawn to observing the driving times and rest periods for this transport order. If you do not meet the statutory requirements for this transport, you have the chance to cancel this order in writing within 15 minutes of receiving it.

### **15. Offset**

WWL is entitled to offset any claims with counterclaims. WWL is also entitled to retain the freight cost in the event of counterclaims.

## **General Terms and Conditions of Business**

### **16. Reverse charge**

Should you charge us for input tax without justification, we will deduct the input tax amount incorrectly invoiced by you.

### **17. Application of German Freight Forwarders' Standard Terms and Conditions for 2017 (ADSp)**

The German Freight Forwarders' Standard Terms and Conditions for 2017 only apply to transport contracts (forwarding, carriage or storage orders) in which WWL is the contractor. If the General Terms and Conditions of Business (AGB) differ from the German Freight Forwarders' Standard Terms and Conditions for 2017, the AGBs will take precedence over the ADSp 2017. The text of the ADSp 2017 can be called up and viewed on the website [www.wwlsped.com/dokumente](http://www.wwlsped.com/dokumente) <<http://www.wwlsped.com/dokumente>>.

### **18. Severability Clause**

Should any individual provision of the contract including this rule be or become wholly or partially invalid, or should the contract contain a loophole, this will not affect the validity of the remaining provisions or parts of such provisions. The invalid or missing provisions will be replaced by statutory provisions.

### **19. Place of jurisdiction**

The place of jurisdiction for any disputes arising from the contractual relationship or in connection with it, is Berlin-Wedding for all parties provided they are business people. The legal relationships between the contracting parties and their successors in law will be governed by German law.