

## Lieferschein VLG082735

Datum 06.02.2024  
 Kundenr. 11079  
 Auftragsnr. AAF080275  
 Ihr Auftrag vom 22.09.2023  
 Bestellnr. 4500168792  
 Lieferdatum 06.02.2024  
 Bearbeiter Sven Weingärtner  
 Telefonnr. +49 (8461) 7006-360  
 Lieferantennr.  
 AVIS Nr.  
 LKW Nr.  
 Anzahl Paletten 0  
 Teillieferung Nein  
 Seite 1 / 1

BIOVIN Naturprodukte | An der Ahlmühle 4 | 76831 Ilbesheim

ASB-Grünland H. Aurenz GmbH  
 Düngerwerk Soltau  
 Lührsbockel  
 29649 Wietzendorf-Lührsbockel  
 Deutschland

Pos.	Nr.	Beschreibung	Menge VE	VE	Menge pro VE	Menge	ME	Nettogewicht [kg]	Bruttogewicht [kg]
1	13715	Biovin Bio-Flüssigdünger NK 3-5; 1000 L im IBC, Chargen-Nr. CF022804 Ihre Artikelnr. 104595				2000	Liter	2.580	2.700,00
2	13715	Biovin Bio-Flüssigdünger NK 3-5; 1000 L im IBC, Chargen-Nr. CF023311 Ihre Artikelnr. 104595				16000	Liter	20.640	21.600,00
						18000		23.220	24.300,00

Lieferbedingung ab Werk, mit Berechnung

Es gelten ausschließlich unsere Allgemeinen Geschäftsbedingungen (AGB).  
[www.asam-cosmetics.com](http://www.asam-cosmetics.com)

07.02.24  
 Y.0247K

ASB Grünland Helmut Aurenz GmbH  
 Betriebsstätte Düngerproduktion Soltau  
 Lührsbockel 26  
 29649 Wietzendorf-Lührsbockel  
 Tel.: +49 05191 / 9 67 81 - 10  
 Fax: +49 05191 / 9 67 81 - 33

Fürst Transporte GmbH  
 Kurze Str. 2, D-31832 Springe  
 I fuerst@fuersttransporte.com  
 www.fuersttransporte.com  
 07.02.24  
 WPR8469N

Contract / Order on Cargo Transportation  
No. GP/KAUN/07351

Date: 2024-02-05

Loading

Company  
**Biovin Naturprodukte**

Address  
**An der Ahlmühle 4**

City  
**Ilbesheim bei Landau in der Pfalz**  
**76831**

Country  
**DE**

Customs clearance

Contact person

Cargo loading date  
**2024-02-06 - 2024-02-06, 07:00 - 11:00**

Unloading

Company  
**ASB Grünland Helmut Aurenz GmbH**

Address  
**Lührsbockel 26**

City  
**Wietzenhof Lührsbockel**  
**29649**

Country  
**DE**

Customs clearance

Contact person

Cargo unloading date  
**2024-02-07 - 2024-02-07, 08:00 - 16:00**

Details

Cargo data  
**General goods**  
**Weight: 24000 kg.**

Transpot type / Transport number

Comments  
**Load ref 4189.1.3783**

The Carrier hereby undertakes to timely deliver a transport vehicle at the site of loading, accept the cargo, organize its proper preparation for transportation and loading, deliver the entrusted cargo to the place of consignment and transfer it to a person entitled to receive it (receiver) in accordance with the conditions hereof, and the Customer hereby undertakes to pay for the cargo transportation as provided for in the Contract-Order. Cargoes are delivered in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR).

Customer: **Gustė Paltaševičiūtė**

Carrier: \_\_\_\_\_





**Contract's conditions:**

**1. Obligations of parties**

**1.1 The Customer hereby undertakes:**

- 1.1.1 To deliver the said cargo, the required documentation, also any additional information related to cargo transportation that may be required by the Carrier at the site of loading in due time.
- 1.1.2 To notify the Carrier no later than 24 hours prior to the loading (unloading) date about any changes of date, place or any other conditions of loading that may of any significant importance. If due to the changed circumstances there is no possibility to ensure proper cargo delivery, the Customer may withdraw the Order and the loading no later than 24 hours prior to the agreed time of cargo loading.
- 1.1.3 To ensure that loading/unloading, including processing of transportation documents and customs procedures (where Customer or his agents are liable for carrying out of such procedures), is carried out within 24 hrs./24 hrs. Time allocated for loading/unloading of cargoes going to or from CIS countries, and tax procedures is 48 hrs./72 hrs. respectively.
- 1.1.4 After the Carrier duly delivers cargo transportation services, to settle with the Carrier for the rendered transportation services by paying the Carrier's invoice as prescribed herein. Cargo transportation price stipulated in the Contract-Order is fixed and final. Any additional costs of the Carrier emerged not due to the Customer's fault (road fees, ferry, bridge, tunnel duties and fees, expenses related to any additional national guarantees' receipt, and etc.), shall not be compensated to the Carrier. Additional costs of the Carrier may be paid with the consent of the Carrier.
- 1.1.5 Price of transportation amounting to **610.00 EUR + 0% 13 str. 2 d. VAT** and shall be paid by a bank transfer within **45 days** upon the receipt of original CMR bills of lading and the invoice. Bank transfers are processed on Fridays. Please specify the order's number in the invoice. **CMR copies must be sent by e-mail within 2 days from unloading: [invoicing.kaunas@breitto.com](mailto:invoicing.kaunas@breitto.com). If the copies of the POD not provided within the agreed time, the Carrier shall be obligated to pay 35 euros penalty. The originals of the invoice and the CMR bills of lading shall be sent no later than within 30 days from the unloading.** If the originals of the CMR bills of lading and the invoice are not provided within the agreed time, the Carrier shall be obligated to pay a penalty in amount of 10 % of freight amount, and the Customer shall be entitled to suspend performance of cross obligations of payment for transportation until he is provided with the originals of the VAT invoice and the CMR bills of lading or it emerges that the Customer's client has no complaints against the performed transportation. Please send invoices and CMR bills of lading at the following address: NEW address: **Drobes str. 62, 4th floor, LT-45181 Kaunas**. The parties agree that if the Client receives information about stated violations of this agreement from a sender/receiver of the goods (especially taking into consideration cases when a partial or total loss, damage of the goods is ascertained, or the delivery of the goods is being delayed), the Client is empowered to keep payment for the provided service of transportation of the goods without a separate written notice, until damage origin circumstances and reasons, loss amount is fully revealed. In case a dispute on a carrier's responsibility or loss amount occurs between the Parties, payment for the provided service of transportation of the goods without a separate written notice can be stopped until the final solution of the dispute between the Parties (including dispute resolution in a court) is achieved.

**1.2 The Carrier undertakes:**

- 1.2.1 To deliver an insured and technically sound transport vehicle (appropriate for transportation of the said cargo in consideration of normative acts and technical regulations of the countries transited by the cargo) at the specified address with all necessary documents, permits, load fastening (12 technically sound fastening belts are required) and safety elements, and a valid CMR insurance (driver must have a copy of the insurance certificate). If necessary, the Carrier shall make provisions for and have travel permits for cargo transportation to/from third countries (bilateral ETMK (CEMT) permit or trilateral TIR permit). Delivery of technically unsound transport vehicles unsuitable for transportation of the specified cargo or not accompanied by the necessary documents shall be deemed non-delivery of a transport vehicle.
- 1.2.2 To inspect cargo package and supervise over its preparation for transportation at the site of loading, organize and ensure proper cargo loading, i.e. the Carrier ensures that the cargo is duly loaded into the transport vehicle, properly placed and fastened (that in consideration of normal risks existing in the road transport, within the whole transportation period cargo safety and stability are ensured, and acceptable axial loading, dimensions of the transport vehicle, and etc. are not exceeded). If the cargo is packed, loaded, placed or fastened in an improper manner, acceptable load of the transport vehicle is exceeded or the load is improperly allocated between the axes of the transport vehicle, cargo placement dimensions are exceeded, also if cargo preparation for transportation is presumably improper due to other reasons and during the transportation the risk of damage or loss of cargo emerges, the Carrier shall be obligated to immediately inform the Customer to this effect in writing, specifying claim for defects' elimination. If the defects may not be eliminated, a remark about that shall be made in the bill of lading or the Carrier may refuse to transport the cargo.
- 1.2.3 To ensure that all accompanying documents are taken from the actual sender, verify the documents, calculate the amount of cargo, the number of places (inspecting that the actual amount, labelling and numbering meet the cargo amount specified in the documents, and the weight does not exceed the acceptable limits), site of unloading, inspect condition of cargo and package (as for damages of cargo or package). If any inconsistencies of amount, labelling or numbering, changes in the condition of cargo or package emerge, the Carrier shall be obligated to immediately inform the Customer to this effect in writing. If the defects may not be eliminated, the specified circumstances shall be written down in the CMR bill of lading in a language understandable by the actual sender (briefly specifying motivated remarks - inconsistencies, defects, their scale, nature, also circumstances of their establishment).
- 1.2.4 To fill in a CMR waybill or to ascertain that the data mentioned in CMR corresponds to the data mentioned in this Agreement-booking order; taking into consideration that the goods are to be transported to the third countries (non-member of the European Union states), if there is a necessity, a carrier has to mention an intermediary unloading place in a CMR waybill, specified in this Agreement-booking order, and/or to ascertain that an intermediary CMR waybill for the transportation route as per this Agreement-booking order is issued, or to ascertain that transportation of the goods is fulfilled according to the ECMT (CEMT) permit.
- 1.2.5 To organize proper tax clearance and undergoing of tax procedures. Non-submission of export declarations is subject to penalty in amount of 21 % from the freight amount.
- 1.2.6 For cargo safety purposes, to schedule travel route, time of departure, time of arrival, time and places of rest stops (rest sites). Not to leave the cargo unattended during the transportation, stop for rest at 24/7 secured, fenced and video monitored areas.

Customer: **Gustė Palta** **vičiūtė**

Carrier: \_\_\_\_\_





- 2.10 Given that for the purposes of making and/or fulfilling of this Contract, the Carrier becomes aware of the disclosed confidential information about the client (-s) of the Customer, including contacts of his/their representation (-s), routes of cargo delivery to the clients (customers) of the Customer, streams of and demand for transportation services of the Customer, principles and conditions of the Customer, the Carrier hereby undertakes to observe confidentiality and non-competition obligations as to the clients of the Customer and related persons - actual senders / their agents, receivers / their agents or forwarding agents, i.e. for one year from the cargo transportation not to contact (with a view to directly making a transportation contract) the clients of the Customer or related persons, which he became aware of in the process of cargo transportation. The Carrier who violated the non-competition and confidentiality obligation shall compensate the Customer for the losses by paying the amount of EUR 1 500.00, which shall be deemed pre-agreed minimum reasonable and inevitable losses of the Customer. If the losses of the Customer (including non-derived income due to unfair competition acts of the Carrier) exceed the minimum amount of losses agreed by the Parties, the Carrier shall compensate the Customer for these losses. The non-competition obligation is not applied, if the Carrier is able to reason by documents (contracts on transportation and bills of lading, proving the transportations) that within the period of one year from the effective date of the contract on transportation made with the Customer, he directly rendered transportation services to the specified persons.
- 2.11 The Parties hereby undertake not to disclose any conditions hereof and any information constituting commercial value and related with the performance hereof and/or volume of the obligations of the Parties to any third parties, also not to illegally take advantage of such information without a written consent of another Party. The confidentiality obligations do not apply to information which: i) is disclosed to a third party with prior written consent of another party; ii) is disclosed in compliance with a legal court or public authority order; iii) disclosure is necessary for the purposes of fulfilment of the obligations of the Parties.
- 2.12 It is presumed that the Carrier breaches the confidentiality and non-competition obligations, if effects of confidential information disclosure are established, i.e. if the Carrier tries to contact the clients of the Customer or specified related persons with a view to making a transportation agreement directly (e.g. if clients or business partners of the customer provide data that during the validity period of the non-competition and confidentiality obligations, the Carrier offered them direct cooperation and rendition of transportation services), or if competition was established (e.g. if during the validity period of the non-competition and confidentiality obligations, clients or business partners of the Customer start directly working with the Carrier).
- 3 Other Conditions
- 3.1 In accordance with the Contract-Order, the Carrier is not entitled to suspend performance of his obligations (including application of cargo detention). In case of any ambiguities on any stage of cargo delivery the Carrier shall be guided by the instructions given by the Customer. If the instructions or the provided information are inaccurate, the Carrier shall be obligated to claim for detailing of information and/or instructions necessary for contract implementation purposes.
- 3.2 Contract-Order may be amended only by mutual agreement of the parties. Contract-order is deemed made under conditions laid down herein even if the Carrier does not send a confirmation for the Contract-Order but actually starts fulfilling the contract on cargo transportation.
- 3.3 Any disputes related to this Contract-Order are subject to negotiations. If the parties fail to come up to an agreement - these disputes are subject to the courts of the Republic of Lithuania in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) and the legislation of the Republic of Lithuania. Place of court - Vilnius District Court of Vilnius Regional Court - shall be established depending on the amount of the dispute.

## Customer

Customer	Company code
<b>UAB Breitto</b>	<b>302531668</b>
Address	VAT No.
<b>Šilutės pl. 49, LT-94105, Klaipėda</b>	<b>LT100005553417</b>
Phone	Mobile
<b>+37065556165</b>	
Email	Proxy
<b>guste.paltanavičiute@breitto.com</b>	<b>Gustė Paltanavičiūtė</b>

## Carrier

Carrier	Company code
<b>GmbH Fuerst Transporte</b>	
Address	VAT No.
<b>Kurze Str. 2, 31832, Springe</b>	<b>DE310961055</b>
Phone	Mobile
<b>+491736760325</b>	
Email	Proxy

Customer: **Gustė Paltanavičiūtė**

Carrier: \_\_\_\_\_





- 2.10 Given that for the purposes of making and/or fulfilling of this Contract, the Carrier becomes aware of the disclosed confidential information about the client (-s) of the Customer, including contacts of his/their representation (-s), routes of cargo delivery to the clients (customers) of the Customer, streams of and demand for transportation services of the Customer, principles and conditions of the Customer, the Carrier hereby undertakes to observe confidentiality and non-competition obligations as to the clients of the Customer and related persons - actual senders / their agents, receivers / their agents or forwarding agents, i.e. for one year from the cargo transportation not to contact (with a view to directly making a transportation contract) the clients of the Customer or related persons, which he became aware of in the process of cargo transportation. The Carrier who violated the non-competition and confidentiality obligation shall compensate the Customer for the losses by paying the amount of EUR 1 500.00, which shall be deemed pre-agreed minimum reasonable and inevitable losses of the Customer. If the losses of the Customer (including non-derived income due to unfair competition acts of the Carrier) exceed the minimum amount of losses agreed by the Parties, the Carrier shall compensate the Customer for these losses. The non-competition obligation is not applied, if the Carrier is able to reason by documents (contracts on transportation and bills of lading, proving the transportations) that within the period of one year from the effective date of the contract on transportation made with the Customer, he directly rendered transportation services to the specified persons.
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