

# Schroeder Gruppe

Schroeder Transporte GmbH H.I.B. GmbH V.L.H. GmbH S.L.V. GmbH Schroeder Netherlands B.V. L.S.L. GmbH

Zentrale Tel + 49 231 98 70 70 0

**www.schroeder-international.com**

(Anschriften, Telefonnummern, Impressum usw.)

## General Terms and Conditions of Business as at 2023.03

Upon placing this order you (= Contractor) undertake to provide a vehicle complying with the statutory provisions, product regulations and technical requirements.

We (= Client) require that you are in possession of all necessary and valid permits for this transport and are able to present a proper KVO/CMR-insured vehicle (KVO = German Road Traffic Act / CMR = French Convention on the Contract for the International Carriage of Goods by Road).

Before the commencement of the transport all necessary approvals (proof of insurance, EU licence, and any other applicable approvals, e.g. waste transportation permits) must be sent to us by fax or email. In the case of transports being executed without a valid permit or violations of statutory regulations/guidelines, we reserve the right to take recourse against you and to take further legal action.

Only company-owned vehicles and reliable, appropriate driving personnel may be used. A transfer to third parties shall only be permissible with our prior written consent. In this case, specified regulations for the execution of the transports shall apply. It must furthermore be ensured that breaks are taken only at guarded parking areas.

All contracts shall in principle be executed with the following vehicle specifications: Option to load/unload from the side, Edscha, empty loading platform, customs cable. In addition, the freight carrier assigned by us must have all the items for load securing required for the loading (tensioning belts and ratchets (where applicable, long lever), clamping board, anti-slip mats in sufficient quantity, etc.). Other vehicle forms (box lorry, refrigerator lorry) can be provided only after consultation with our scheduling department. If the freight carrier has to have missing material handed over to him by the loading point for the acceptance of the consignment, this shall be remunerated by the freight carrier. Special loading requirements and/or lorry requirements according to our order must be followed. Should loading not be possible due to incorrect provision or non-compliance with the abovementioned requirements, these costs plus the costs of replacement shall be borne by the freight carrier. In the case of bulk transports, only vehicles suitable for the type of goods to be transported shall be used.

The dates of the loading orders shall be binding for the Contractor. We must be informed immediately of any deviations from these. Changes of dates made by statements given at loading and unloading points must be agreed with us. Unless amended in writing, the dates specified by us shall continue to apply. We reserve the right to hold the Contractor liable for any resulting damage in the event of non-compliance with predefined deadlines. Furthermore, the claim for demurrage in these cases shall expire. Additional expenses and costs caused by wilfully culpable non-provision of promised vehicles shall be fully borne by the Contractor.

Should there be discrepancies/problems during the execution of the transport (loading, transport, unloading) or in cases of damage, we must be informed immediately. Changes to the transport order made by statements given at loading and unloading points must be agreed with us. Unless amended by us in writing, the existing loading order shall apply. In case of non-compliance, all claims for additional costs (idle times, detour costs) shall expire. Furthermore, the quantities stated on the freight order must be accepted in terms of weight and quantity. Should differences arise, we must be informed immediately. If no information is given to us, we reserve the right to reduce the freight charges for reduced quantities.

Idle times and empty runs can only be claimed after prior consultation with us. The idle time shall begin from the time at which the information is sent to our scheduling department. The first four (4) hours shall be free of demurrage fees; thereafter EUR 25.00 per commenced hour shall apply. Special costs can only be claimed after consultation with us and must be confirmed in advance by us in writing. Furthermore, this must be acknowledged by the loading/unloading point and presented to the Contractor together with the proof of journey (tachograph disc, printout). Dead freight can only be reimbursed if the freight is cancelled by our company on the same day. If the freight is cancelled by the assigned freight carrier, the additional costs of a replacement vehicle will be charged to the freight carrier.

The Contractor shall be liable for all transport services in accordance with the provisions of the German Commercial Code (HGB) concerning freight business, with the proviso that the liability for damage to goods according to § 449 Para. 2 No. 1 HGB shall be 40 units of account per kg of the gross weight of the lost or damaged goods. Insofar as liability is lower in the relationship between the Schroeder Group and its customers, the Contractor's liability shall be reduced to the same extent. Liability on our part for damages in connection with this order placement is excluded. All transports may only be carried out in compliance with the Güterverkehrsgesetz (GüKG - German Freight Transport Act). Particular attention must be paid in this respect to compliance with the statutory driving and rest periods. There is a ban on transshipment and additional cargo. The carrier has to ensure safe and operationally safe loading. If you do not carry out the loading yourself, you must monitor it accordingly. The transport goods must be stowed and fastened on the loading area, in such a way, that they are not damaged by normal transport-related influences.

The Contractor shall provide logistics services for the Client or the Parties intend to cooperate in this area in the future (hereinafter referred to as "Services"). The Parties are aware that under the Minimum Wage Act (MiLoG Germany/ SMIC France) the Client may be liable to employees of the Contractor and to employees of subcontractors commissioned by the Contractor to execute the Services for payment of the minimum wage in accordance with MiLoG/ SMIC.

The Contractor undertakes to comply with the provisions of the Minimum Wage Act. Furthermore, it is fully aware of the provisions of the MiLoG/ SMIC.

The Contractor undertakes to take all necessary measures to ensure compliance with the provisions of the MiLoG/ SMIC and shall comply with the provisions without restriction. In particular, the Contractor guarantees to pay all employees a wage in accordance with § 1 MiLoG; from 1. October 2022, EUR 12,00/h. From 01.05.2022 EUR 11,27/h according to SMIC (France). Insofar as the Contractor uses subcontractors for the provision of Services with the prior consent of Schroeder Group, the Contractor undertakes to take all necessary measures to ensure that the subcontractors it uses also comply with the MiLoG/ SMIC. In the case of transports to France, the Contractor must also ensure that the lorry driver carries his employment contract

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with him for the purposes of proving compliance with the SMIC. With due respect to all statutory provisions, the Client shall be granted a monitoring right by the Contractor to monitor compliance with the provisions of the MiLoG/SMIC. The Contractor shall therefore provide, on request, appropriate evidence proving the Contractor's compliance with the MiLoG/SMIC. The Contractor undertakes to provide the Services due itself and not to use its own subcontractors or temporary workers. Only in the event of prior approval by the Client shall the Contractor be entitled to do so. The Contractor undertakes to indemnify the Client against all claims of third parties in full and at first demand which are asserted against the Client due to or in connection with violations of the MiLoG/ SMIC by the Contractor and/or vicarious agents of the Contractor. This applies in particular to claims against the Client pursuant to § 13 MiLoG in conjunction with § 14 AEntG (German posted Workers Act) or the SMIC as well as for possible additional payments of social security contributions and resulting fines.

The Contractor must fully comply with the UVV (accident prevention regulations) and the statutory provisions of the individual loading and unloading points. It is imperative that the instructions of the loading personnel and/or employees are followed with regard to safety and health. The Contractor shall provide its personnel with the protective clothing required for the execution of the order.

As a general rule, the exchange of loading equipment is deemed to be agreed. This must be exchanged reciprocally and simultaneously. In the case of non-exchange, the pallets must be returned to the place where no exchange took place. Should an exchange not be possible on the customer side, we must be informed immediately. In the event of non-compliance with the exchange agreement, we will charge you EUR 16.75/piece plus handling charges EUR 1,50/ piece for the loading equipment. After return within the legal framework, these will be credited again without processing fee.

Invoicing only takes place if the complete original transport documents are presented (CMR, consignment notes, pallet note, etc.). We issue credit notes. The original freight documents must be submitted to us within ten (10) days. In the event of non-compliance, we reserve the right to make payment of our credit note only after receipt of the money from our customer. Furthermore, we will deduct EUR 45.00 from the agreed freight for the delay.

We do not accept any assignment of your freight claim to third parties or factoring. An offsetting of invoice/credit notes is agreed by you in principle.

Payment term for transports is 60 days after the issue date of the credit note in the following week. Individual agreements require written confirmation.

Absolute and general customer and equipment protection is deemed agreed. This freight order is also binding without written confirmation. Written changes on your part shall be valid only with our confirmation.

Our "General Terms and Conditions of Business" shall apply. The place of jurisdiction for both Parties for all legal disputes arising from or in connection with the contractual relationship shall be the location of the Client's branch office (see [www.schroeder-international.com](http://www.schroeder-international.com)).

We work exclusively on the basis of the above-mentioned terms and conditions and the "General German Forwarders' Conditions 2017" (ADSp). If individual clauses contradict each other, the ADSp shall take precedence over these General Terms and Conditions of Business. For international transports, the "Convention relative au Contrat de transport international de marchandises par route" (CMR) applies.

Should one of the provisions of these General Terms and Conditions of Business and the further agreements made be or become ineffective, this shall not affect the validity of the remaining contract.

We kindly ask you to return our General Terms and Conditions of Business signed immediately after receipt of the freight order. Should this not happen on your part, our T&C shall be deemed accepted upon acceptance and execution of the freight order.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature+ Stamp Freight Carrier