



WIEN, 22.03.2024	
Recipient	Seller
<b>Fürst Transporte GmbH</b>	<b>MIT UNS SPEDITION GMBH</b>
Kurze Straße 2 , DE31832 Springe, DE	HERTHERGASSE 17/11, AT1120 WIEN
VAT ID: DE310961055	VAT ID: 09/399/3459
VAT Eu: DE310961055	VAT Eu: ATU78172237
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**Carrier order number: MU202403419**

route details (loadings, unloadings):

<b>Loading 1</b>	<b>26.03.2024 (07:00 - 15:00)</b>
<b>Fa. Buschbeck</b> im Buhlfeld 1, DE74417 Gschwend, DE <b>Referral number: 7150280088</b> Load: general goods ( <b>Exchange - Euro pallet: No</b> ) Amount: 9 x Euro pallet      6.0 [LDM], 10,800.0 [kg]      ADR: No Remarks:	

<b>Unloading 1</b>	<b>27.03.2024 (10:00 - 15:00)</b>
<b>Hornbach Baumarkt AG</b> evener Str. 37, DE31275 Lehrte, DE <b>Referral number: 7150280088</b> Load: general goods ( <b>Exchange - Euro pallet: No</b> ) Amount: 9 x Euro pallet      6.0 [LDM], 10,800.0 [kg]      ADR: No Remarks:	

**Vehicle:**      ACP5001

**Payment term:**      45 days of documents and invoice reception      **Freight (net price):** 530.00 EUR

**GENERAL CONDITIONS OF CARRIAGE – GCC**

- The Carrier is obliged to issue to the Customer the **original** transport documents CMR or other proof of delivery signed legibly by the recipient

together with other documents in case they accompanied the shipment or were handed over to the Carrier **to the correspondence address:**

**Mit Uns Spedition GmbH**  
**Ausstellungsstraße 50/C/2.0G**  
**1020 Vienna**  
**Austria**

- **Invoice must be issued for address of registration of company:**

**Mit Uns Spedition GmbH**  
**Herthergasse 17/11**  
**1120 Vienna**  
**Austria**

- Documents must be delivered **no later than within 21 days** from the end of the carriage.

• **Scans or good quality photos of these documents should be forwarded no later than the 24h following the end of the carriage** to the e-mail address of contact person from order and **pod@mituns.eu**. Failure to send scans results in charging a contractual penalty of 15.00 euros, which will be offset with the VAT invoice for a given order or with other receivables, to which the Contractor agrees by agreeing to the order and its GCC or taking any actions related to the commencement of the execution of the order.

Failure to meet the deadline for delivery of the original invoice together with the original documents will result in a contractual penalty of 70 euros for a delay of up to 21 days or 150 euros after exceeding the 21th day.

• **The payment deadline is 60 days**, unless the contract provides otherwise (see above: Payment Term) and is counted from the date of receipt of a correctly issued invoice and a set of documents.

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1. Recipient, also referred to as the Contractor or Carrier, by concluding a contract with the Seller – Mit Uns Spedition GmbH, also referred to as the Customer or Client, agrees to the provision of services based on the provisions of these General Conditions of Carriage, hereinafter referred to as the GCC.

2. By confirming the acceptance of the order, the Carrier undertakes to have motor vehicle insurance and road carrier's civil liability insurance with a full scope of insurance, which is understood as for the entire duration of the provision of services, no exclusions:

- from the insurer's liability for damages consisting in theft or robbery and the lack of exclusions regarding the type of goods (property) accepted for carriage
- the territorial scope within which the services are to be carried out and the amount of the guarantee corresponding in each case to the value of the property accepted for carriage not lower than the upper limit of the Carrier's liability for damage, as defined in Articles 65 to 70 and 80 to 85 of the Transport Law or Articles 17, 23 and 25 of the CMR Convention. By accepting this order, the Carrier confirms that it has appropriate insurance.

3. In the case of cabotage operations, the Contractor shall comply with the time limits and other requirements laid down in Regulation (EC) No 1072/2009 as regards the possibility of carrying out cabotage operations and shall have appropriate insurance. By accepting this order, the Carrier declares that the above conditions have been met.

4. In the case of cabotage operations carried out in Germany or France, the Contractor's liability for damage to the shipment or delay is limited to the following amounts (except in cases of intentional fault or gross negligence of the Carrier or persons acting on its behalf):

(a) in Germany: – up to 40 SDRs per kg in the event of damage to the consignment – up to three times the carriage in the event of a delay in delivery of the consignment

(b) in France, up to 20 SDRs per kg in the case of damage to a consignment of less than 3 tons, up to 12 SDRs per kg in the case of damage to a consignment of at least 3 tons, up to the carrying amount in the event of a delay in delivery

5. The Contractor is obliged to provide a car suitable for the transport of goods specified in the order (in particular with regard to oversized transport), clean outside and inside the cargo compartment, which must be free from foreign odors. A suitable car is considered to be equipped with: protective clothing (reflective vest, helmet, safety shoes, goggles), fire extinguisher of min. 1 kg, corners of min. 40 pieces or a sufficient quantity to secure the goods for the agreed goods, lashing belts with a long buckle min. 500 daN in an amount of at least 20 pieces or a sufficient quantity to secure the goods for the agreed goods, anti-slip mats that will protect the entire loading surface of the trailer, stop bars at least 2 pieces, customs rope. If the equipment is missing, the Contractor is obliged to purchase it at his own expense or will be charged in accordance with the confirmed costs. In the event of failure to comply with this obligation, the Carrier is obliged to substitute a replacement car at its own expense.

6. In the case of transport at controlled temperatures, the Carrier shall be obliged to:

- use for transport a means of transport equipped with a technically efficient refrigeration unit required by the provisions of the ATP certificate and a technically efficient and calibrated thermostat with a thermograph
- before starting loading and transport, make sure that the unit is not worn, has been properly maintained and has a sufficient amount of power supply
- before loading begins, obtain and maintain the temperature at which the carriage is to be carried out; – do not turn off the vehicle engine at standstills if the operation of the refrigeration unit depends on the operation of the engine
- connect the refrigeration unit to an external power source during stops, when the operation of the unit requires it
- monitor the temperature throughout the entire duration of the transport
- present at the Customer's request a printout documenting the temperature in the semi-trailer during transport; the printout from the thermograph must be in digital form containing: date, time, transport temperature, recording frequency must not be less than every 30 minutes; this printout shall be kept together with the tachograph printout(s) for at least one year.

7. In the case of the carriage of electronics, medicines or spirits or cargo considered to be of high value or readily transferable, the means of transport shall be equipped with a GPS satellite navigation system with the option of monitoring by a monitor station.

8. By accepting this order, the Carrier confirms that it has vehicles suitable for the execution of the order.

9. The Contractor immediately after the conclusion of the contract, but no later than on the day of its conclusion, is obliged to provide the Customer with the data of the driver or drivers who will perform the transport including the name and surname and ID card number, under pain of withdrawal by the Customer from the contract due to the fault of the Carrier without the need to call for its performance.

10. In the event of late substitution (or failure to substitute) the car at the place of loading, **the Customer reserves the right to charge a contractual penalty of at least 10% and a maximum of 75% of freight**. After the second hour of delay in the delivery of the car at the place of loading, the Customer has the right to consider the car as unreplaced and withdraw from the contract due to the fault of the Carrier without having to call for its performance.

11. The Carrier is obliged to carry out the transport of goods in accordance with the submitted order. Each change in order details without consultation with the Customer means incorrect execution of the order due to the Carrier's fault. The Carrier is not entitled to any compensation for incorrect execution of the order.

12. The Carrier is strictly forbidden to transship or reload without obtaining the prior written consent of the Customer under pain of nullity. The Carrier is obliged to inform the Customer on request about the approximate location of the cargo.

13. **The first 48 hours of parking for loading and separately for unloading, as well as parking on Saturdays, Sundays and public holidays during loading and unloading are free of parking fees.** The client is not responsible for stops at national borders, Customs Offices and on days of limited movement of cars. In the remaining scope, the Carrier is entitled to downtime only if it was agreed between the parties at the time of conclusion of the contract of carriage.

14. The Carrier is obliged to check the compliance of the consignment note with the order received, in particular as regards the address and person of the consignee. In the event of any discrepancies, the Customer should refrain from starting the carriage and immediately contact the Customer in order to obtain instructions on how to proceed.

15. The Carrier is obliged to check the compliance of the goods with the documentation, in particular in terms of quantity, weight, characteristics and numbers of the goods, as well as its condition, the condition of its packaging and the state of preparation of the shipment for transport. In the event of any objections in this respect, the Carrier is obliged to enter the reservations together with the justification to all copies of the consignment note before the commencement of transport.

16. The Carrier is responsible for the correctness of the placement of the goods and its protection during transport. The Carrier is obliged to make stops only in a guarded car park. It is possible to park the means of transport with the load in places other than a guarded car park, if it results from:

- the obligation to accept /release the shipment, i.e. activities related to loading, loading, reloading and unloading goods, including while waiting for the start of these activities,
- the need to settle financial and customs formalities related to the implementation of transport, including waiting for these activities to be completed,
- the necessary parking at car parks at border crossings and border terminals,
- the need to call for help after a vehicle breakdown or road accident,
- sudden and documented by the doctor illness or fainting of the driver,
- the need to refuel or replenish or replace operating fluids in the vehicle,
- from the provisions of law, including the driver's working time, driving time, the ban on the movement of heavy goods vehicles for a certain period of time, provided that the driver does not leave the means of transport unattended for more than 60 minutes.

17. Terms of payment as written above. The Carrier is obliged to issue one invoice for each transport order. We do not accept collective invoices.

18. In the case of using a customs procedure during transport, the Carrier is obliged to send together with the invoice a document confirming its correct completion (e.g. SAD, EX1, T-1) confirming the invoice. The lack of these documents imposes on the Carrier the obligation to reimburse the Customer for all costs related to the charges imposed on the Customer by the customs office or tax office or other entity.

19. The Carrier agrees to deduct all claims of the Customer resulting from the contract of carriage with the Carrier's remuneration for the services rendered and any other claims that the Carrier has towards the Customer.

20. The Carrier is obliged to perform the transport order personally. The Carrier may subcontract the performance of this contract to a third party only after obtaining the consent of the Customer in writing under pain of nullity. In the event of a breach by the Carrier of the provisions of this clause, the Customer may charge a contractual penalty in the amount of gross freight, and if as a result of a breach of this provision there was damage to the goods – in the amount of compensation demanded from the Customer, even if it has not yet been paid. In no case is the Carrier entitled to use a subcontractor or a successive Carrier that is a foreign entity.

21. In the event of damage in the carriage or due to delay, the Customer shall be entitled to charge the Carrier with the costs of repairing the damage from the moment when he is called to compensate for it, also in a situation where he has not yet repaired the damage.

22. The Carrier undertakes not to disclose confidentially and without the prior written consent of the Customer not to disclose to any third parties, including other freight forwarders and Carriers, and not to use for purposes other than those resulting from this order.

23. The Carrier is obliged to exchange returnable pallets at the place of loading/unloading, each pallet being replaced, as well as to send the Customer a confirmation of this exchange. In the absence of replacement, an appropriate document confirming the lack of pallet exchange must be obtained from the recipient. Failure to provide these documents will result in a penalty of EUR 25 for each unsettled pallet.

24. **An order may be accepted only without reservation and only with the application of these GCC.** Acceptance of the terms of the order is also considered to be taking any action aimed at its implementation. The contractual templates used by the Carrier do not apply, and the provisions of the Civil Code on the collision of templates do not apply.

25. The Customer has the right to withdraw from the contract without giving reasons, but no later than 1 hour before the planned loading date. The withdrawal takes place by sending a statement of cancellation by fax or e-mail. Withdrawal from the contract by the Customer does not give rise to any claims on the part of the Carrier. The Carrier may not accept the order provided or subject to the time limit.

In case of withdrawal of order within less than 1 hour before the planned loading, Customer declares compensation of 70 euro.

26. In matters not covered by this Agreement and in the case of international transport, additionally the CMR Convention, and in the case of cabotage transport, the provisions of the country in which the cabotage transport is performed with regard to the rules for the performance of the transport contract.

27. The court competent to hear disputes that may arise from the conclusion or performance of this contract is the common court competent for the registered office of the Employer - relevant court for A-1120 Vienna.

Best regards    Adrian Walczak