

SPEDITIONAUFTRAG NUMER 049179/S/2024 vom 04.04.2024

ZLECENIE TRANSPORTOWE NR

z dnia

Verkäufer:

Zleceniodawca:

Kunde:

Zleceniobiorca:

COLIAN LOGISTIC SPÓŁKA Z OGRANICZONĄ
ODPOWIEDZIALNOŚCIĄ
ZDROJOWA 1
PL62-860 OPATÓWEK
VAT ID: 9680933964

Fürst Transporte GmbH
Kurze Str. 2
DE 31832 Springe
VAT ID: 310961055

CORRESPONDENCE ADDRESS TO WHICH VAT INVOICE AND
DOCUMENTS SHALL BE SENT:

COLIAN LOGISTIC SP. Z O.O.O/KALISZ
MAJKOWSKA 32
62-800 KALISZ

Dear Carrier! We kindly ask you to inform the Driver that they will receive an text message from our system. The first message is an instruction of conduct for the Driver. The Driver shall not respond to this message.
The subsequent messages will contain the statuses and addresses of specific loading and unloading locations. These messages shall be copied in whole by the Driver and they shall send them back to our number once the assignment at a given address is completed.

In case of failure to send back the individual statuses of the order, we reserve the right to apply a penalty of EUR 50.

The principal reserves the right to deduct any penalties from the due remuneration.

1. LADUNG:

ZALADUNEK:

Datum: 05-04-2024 08:00 - 14:00

Data:

Adresse: Spritzgussa-Plastics GmbH & Co.KG

Miejsce: Kirchentellinsfurter Strasse 59
DE 72827 Wannweil

Hinweise: rRef. 173+311, We require clean, dry, empty and odorless trailer. ANTISLIPMATS, BELTS, CORNERS, SECURITY AND

Uwagi: LOADING ACCORDING TO LOADERS' REQUIREMENTS 66 Euro-Pal., 33 Stellplätze, ca. 6.400,kg

2. ENTLADUNG:

WYŁADUNEK:

Datum: 08-04-2024 06:00 - 10:00

Data:

Adresse: Fa. PICKERD

Miejsce: Raiffeisenstraße 19
DE 30938 Burgwedel**Amount: 700,00 EUR (netto)**

Zahlungsbedingungen: **UEBERWEISUNG - 45** tage von dem Datum eines Bekommen der richtig ausgestellt Faktur und Lieferung
CMR

Forma płatności: **PRZELEW** w terminie 45dni od daty otrzymania prawidłowo wystawionej faktury i dostarczenia CMR

Erforderliche Dokumente:

Towar:

Wymiana palet: NIE

Waga: 7,00 T

Opakowanie: PALETA

Beschreibung:

Wymiana palet: NIE

Towar:

Gewicht: 7,00 T

Verpackung: PALETA

Waga:

Opakowanie:

LKW: WPR7179 / HPP2245**Fahrer:**

Numer rejestracyjny pojazdu:

Kierowca:

Plandeka

1. The order may only be executed by a licensed carrier:
- a) holding a valid Third Party Liability Insurance Policy with the guarantee amount not lower than the value of the property to be transported by the Carrier, including a clause ensuring protection of the Insurer in case of theft or robbery;
- b) adequately provided with means of transport for the proper execution of the order.
2. The driver is obliged to strictly comply with health and safety regulations applicable at the place of loading/unloading
3. The Contractor obliges to provide a clean vehicle for loading, free of foreign odors and other contamination, with a trailer and roof in good technical condition, equipped with equipment necessary to secure the load. Mandatory semi-trailer equipment for securing the goods at least 22 belts 500-dan, 40 corners, anti-slip mats ,3 safety stop bars(all structures) and a customs rope. Each driver must be equipped with a helmet, reflective vest, safety glasses, and toe shoes. The driver must be present during loading and unloading.

4. During loading and immediately after its completion, the driver acting on behalf of the Contractor should check the data from the documents (Lieferschein, delivery note, CMR) regarding the number of pallets, pieces, weight of the goods, as well as the visible condition of the goods.

5. Any discrepancies between the quantity and the condition of the goods occurring during transport must be officially recorded by the recipient of the goods and the carrier.

6. The Carrier shall exercise due diligence in order to ensure timely delivery of the consignment to the place of delivery. The deadline for provision of the service by the Carrier shall be reserved for both parties. For the improper execution of the order (a failure to collect the consignment, delays in collecting the consignment, delay in taking over or delivery of the consignment) or a serious breach of the agreed terms and conditions of transport we reserve the right to charge 50% of the agreed amount of freight. The Contractor grants consent for the deduction of any contractual penalties from its remuneration.

7. In the event of information about the lack of truck after accepting the order for execution, the contractor is obliged to provide a substitute vehicle. If a replacement truck is not provided the carrier will be charged with the difference in freight arranged by the client.

8. The Carrier shall be liable for the loss, partial loss or damage of the consignment occurring between the acceptance of the consignment for handling and its delivery as well as for the late delivery of the consignment - pursuant to and within the scope specified in the provisions of the Act of 15 November 1984 Transport Law (consolidated text: Journal of Laws /Dz.U./ of 2000., No. 50, item 601, as amended) or the CMR Convention. The driver should take particular care to secure the vehicle and the shipment against unauthorized persons entering the cargo compartment.

9. The Carrier is not entitled to dispose of the ownership title to the transported goods, to pledge the goods in exchange of its own debt or to transfer the ownership title.

10. In the event of theft or an accident involving a vehicle, the carrier shall immediately notify the police and shall obtain an appropriate report which shall be promptly provided to the forwarder.

11. In both aforementioned situations the carrier shall immediately notify the forwarder.

12. Stops of the vehicle at loading/unloading up to 48h are free of charge (excluding public holidays).

13. Invoices issued in amounts expressed in foreign currencies must be issued according to the average rate of exchange of the National Bank of Poland - Table A as of the date of loading the goods.

14. As of the moment of acceptance of the order protection of the client shall be maintained and we will be entitled to charge a contractual penalty of PLN 200,000 for any attempt on your side to enter into negotiations with our client.

15. The agreed payment date will be calculated from the moment of receipt of the correct invoice with a complete set of stamped documents. Documents for transport(WZ/ Lieferschein, delivery note, pallet receipts, CMR, thermograph printout, product specification) must be sent within 14 days from the date of completion of the service. In case of failure to comply with the above-mentioned we reserve the right to extend the payment deadline to 90 days.

16. A failure to reject the order in writing within 30 minutes from sending it shall be deemed as the acceptance of the order with all its provisions.

17. The provisions of the Civil Code and the provisions of the Transport Law shall be applicable in issues not governed by this Agreement. The Parties agree that no internal regulations, general terms and conditions and other directives of the Carrier of a similar nature shall be applicable without the explicit consent of the Principal.

18. The Principal reserves the right to withdraw from the order at any time before the trucks arrives at loading place without incurring any costs.

19. It is not allowed to employ subcontractors to perform the transport services - without a written consent of Colian Logistic Sp. z o.o. In the event of a failure to respect the aforementioned ban we reserve the right to impose a penalty of PLN 5,000. The Principal reserves the right to deduct contractual penalty from remuneration. In the event that a consent to employ a third party to execute the Agreement is obtained, the Principal shall be fully liable for any possible claims, penalties or fines imposed against the Principal by any third parties.

20. The carrier is not permitted to handle the goods on its own or to hire any third parties to handle the goods without the written consent of Colian Logistic. In the event of a failure to respect the aforementioned ban we reserve the right to impose a penalty of PLN 10,000. The Principal reserves the right to deduct contractual penalty from remuneration.

21. In the event of receiving a complaint by Colian Logistic, the payment of freight charges will be withheld until the complaint is handled.

22. The carrier shall not be authorised to make and accept declarations of intent on behalf of the forwarder, in particular any declarations to exclude or to modify the legal effect of the provisions of the order.

23. By accepting the order the Contractor (Carrier) declares that it is fully aware of the provisions and the obligations arising from the German Minimum Wage Act Bt-Ds.18/1558 (Mindestlohnsgesetz - hereinafter referred to in this Agreement as the MiLoG Act) and the French Minimum Wage Act Loi Macron and the Contractor declares that it has taken all the necessary steps to ensure the compliance of its business activities with the provisions of the MiLoG Act and the Loi Macron Act and that it fully respects the aforementioned provisions. The Contractor hereby warrants and represents that all its employees and/or its subcontractors' employees hired by the Contractor receive minimum wage at all times according to the provisions of the MiLoG Act and the Loi Macron Act for all the services provided in the territory of Germany/France, as well as the services provided on the way to/from Germany /France, including the waiting time. The Contractor undertakes to pay all the fines/claims and charges imposed on the Principal by any third parties or competent bodies for infringement by the Contractor and/or its subcontractors any obligations resulting from the MiLoG Act and the Loi Macron Act, including the cost of legal proceedings and legal assistance, it also undertakes to compensate all damage suffered by the Principal. Any such penalties and charges may be deducted from the remuneration payable to the Contractor. The Contractor undertakes to ensure that the Principal, at its each request, will have access to any and all documents confirming that the provisions of the MiLoG Act and the Loi Macron Act are observed by the Contractor and/or its subcontractors. The Contractor shall submit such documents to the Principal within a time limit of not more than 2 days from the date of the request, under contractual penalty amounting to EUR 250 for each case when the supporting documents requested are not submitted.

24. The administrator of your personal data is Colian Logistic Spółka z ograniczoną odpowiedzialnością with its registered office in Opatówek, ul. Zdrojowa 1 (Colian). The personal data provided by you will be processed: for the purpose of providing forwarding services, pursuant to Art. 6 section 1 letter b) General Protection Regulation personal data (GDPR). More information on the processing of personal data can be found at the following link: <<http://colianlogistic.pl/pl/klara-transportowa-rodo>>

25. The client does not consent to the assignment of receivables.

26. If you have any questions about invoice payment, please send correspondence to: referenci_cl@colian.com

27. Equipment used for the transport of food products and food packaging must be suitable for this purpose and maintained in good condition technical, hygienic and sanitary. Different products should be clearly separated. For the transport of food, the vehicles should have appropriate decisions/approvals issued by the appropriate inspection (State Sanitary Inspection or State Veterinary Inspection, in the case of food of animal origin). These decisions will be made available to the Principal upon request. Trained drivers with no obvious signs of illness should be assigned to transport food (Undesirable food infections, poisoning with vomiting and/or diarrhea).

28. Additional requirements for temperature-controlled transport. The contractor is obliged to ensure product temperature control. The goods must be kept at a specific temperature throughout the entire transport period, and the equipment should have a system for ongoing temperature monitoring. The temperature check records must be available for inspection on request for at least a period of 12 months after the order has been completed.

29. Equipment intended for loading chilled goods must be cooled to the temperature indicated in the Transport Order before loading.

30. Chilled goods must be kept at the temperature specified in the Transport Order.

31. Food safety. The carrier must be able to demonstrate that effectively controls all operations. Availability of appropriate records is required, verification/input into the warehouse, storage and distribution of products, which must be made available for inspection purposes upon request.

32. The contractor is obliged to meet the requirements of the IFS Logistics standard: 4.1.1.3 - informing the customer about failure to meet the service requirements; 5.3. - calibration (temperature sensors in the trailer calibrated at least once a year and technically functional) ; 5.6. - withdrawal procedures. ATP certificate and sensor calibration certificates will be made available at the request of the client.

SABINA ORŁOWSKA
ODDZIAŁ: KALISZ

Mobile: +48510164402
email: sorlowska@colian.com

Imię, nazwisko i podpis osoby zlecającej