

Transport order NBG1341233

from Monday, 15. April 2024



Dispatch number: V4034

Customer number: 200877200

Contractor:

FÜRST TRANSPORTE GMBH
KURZE STRASSE 2
Location: D-31832 SPRINGE
Ust-IdNr: DE310961055
Tel:
Contact person:
Mail: d.snoch@fuersttransporte.com

Client:

GEIS EUROCARGO GMBH
HAMBURGER STRASSE 24
Location: D-90451 NÜRNBERG
Ust-IdNr: DE 284 798 841
Tel: +49(911)64178-647
Contact person: Liridon Dervishi
Mail: Liridon.Dervishi@Geis-Group.de

You invoice us for your transport service.

Please only send invoice and delivery receipts by email to invoice@edi.geis-group.de.

This transport order must not be handed over to the customer or the driver!

Truck / Semi-Trailer:	WPR7659N		Vehicle type:	
Agreement:	Please refer to the attached sheet for the delivery of goods!			
Special instruction:	Working lifting roof on both sides; no pallet change; 3 meter innerhigh			

Loading date 15.04.2024

Loading sequence:

Unloading date 16.04.2024

Unloading sequence:

Loading point:	1
	GEIS - AUTOMOTIVE OEM
	DUISBURGER STR. 8
	ZUFAHRT HAMBURGERSTR.2
	D-90451 NÜRNBERG
Reference:	Contact Automotive Dispatch Department
Cargo:	62 Colli, 13,47 m, 13.665,30 kg
Loading time:	from 11 pm
Time window:	
Loading point:	
Reference:	
Cargo:	
Loading time:	
Time window:	

Unloading	2
	DB SCHENKER VOLKSWAGEN AG
	INDUSTRIESTR. NORD
	D-38239 SALZGITTER
Reference:	170024041500034
Cargo:	27 Colli, 4,58 m, 5.136,70 kg
Loading time:	
Time window:	16.04.24 10:00:00
Unloading	3
	VOLKSWAGEN AG BRAUNSCHWEIG LOGISTIKZENTRUM
	HARVESSER KAMP 1 - here only registration.
	Unloading in Braunschweig 38112
	D-38176 WENDEBURG
Reference:	130024041500083
Cargo:	35 Colli, 8,88 m, 8.528,60 kg
Loading time:	
Time window:	16.04.24 14:15:00

Freight price:	800,00 Euro	Tour number:	NBG1341233
Terms of payment:	45 days after receipt of the invoice		

Always state the tour number when invoicing.

PLEASE NOTE: Please only send invoices and delivery receipts by email to invoice@edi.geis-group.de, stating the tour number in the subject line in separate PDF files. (e.g. Invoice.PDF and POD.PDF)

The **ADSp** does not apply.
We do not accept **any terms and conditions of the contractor**.
A declaration of acceptance that is associated with deviating regulations shall be deemed a rejection of this transport order.
Disclosure to subcontractors requires the prior **written consent** the client. This only takes place if the person of the subcontractor is known and after an examination with regard to human rights risks within the meaning of Section 2 (2) of the Supply Chain Due Diligence Act.
Our **General Terms and Conditions of Transport** here, also apply.

General terms and conditions of transport

I. Compliance with legal requirements

1. The contractor assures to dispose of the allowances and authorizations required for transport in line with articles 3, 6 GüKG (Road Haulage Act, actual release) (allowance, EU-license, third-country approval, CEMT-approval). The contractor obligates himself to deploy foreign drivers of third countries only upon presentation of the required work permit. Moreover, he commits himself to make sure that the driving staff carries along an official certificate during each transport with a certified translation in German language in accordance with article 7 b paragraph 1 sentence 2 GüKG (Road Haulage Act, actual release) as well as EU regulation 881/92. The contractor obligates himself to implement this guideline and the further obligations already described above in the freight contract with executing freight carriers and to deploy only such freight carriers reliably complying with the requirement of article 7 b GüKG (Road Haulage Act, actual release): the contractor commits himself to comply with the regulations by executing the appropriate freight carriers.
2. You therewith commit yourself to comply with articles 7 b and 7 c of the GüKG (Road Haulage Act) that have been implemented in the GüKG for fighting against illegal employment in commercial freight transport. The driver shall deliver us the documents referred to in article 7 b upon request prior to loading. Should we be obliged to pay a penalty due to any infringement of article 7 c GüKG, you shall reimburse this amount to us.
3. Times and dates of delivery that have been agreed upon or after placing an order shall be binding. The freight carrier must not accept such orders that he is not able to execute in time considering times for loading and unloading as well as statutory hours of service and off-time periods.
4. Vehicles applied by you meet with the provisions of StVZO (Road Traffic Licensing Authority) and must be capable of being securely locked. The freight vehicle should meet with the latest technical requirements and should be of good condition. The vehicle platforms must be dense, clean and odorless; in the event of damage caused by penetrating humidity we shall hold you liable. We would like to point out that your vehicle driver following article 22 and 23 StVO (Traffic Regulations) and you as the entrepreneur/vehicle owner following article 30 and 31 StVZO (Road Traffic Licensing Regulations) shall be responsible for the cargo to be sufficiently secured, as far as your driver is present when loading consignments to be taken over or as far as he is in the position to control this prior to departure.
5. The consignments to be taken over may contain hazardous goods, following the dangerous goods regulations we as the consigner are required to assume that your driver has a valid ADR certificate (basic course) and that the freight vehicle (truck) will be equipped with a complete hazardous goods kit in line with the applicable ADR.
6. The contractor ensures to pay all deployed employees - which are hired within the framework of fulfillment of this transport order within the Federal Republic of Germany - at least the minimum wage in accordance with article 1 MiLoG (Minimum Wage Act) of the Federal Republic of Germany. On demand, the contractor shall provide the principal evidence about this. The contractor shall indemnify the principal on initial request from any claims on behalf of employees resulting from the contractor's infringement of provisions of the Minimum Wage Act or from infringement of provisions of the Minimum Wage Act by the contractor's subcontractors. In the event of violations of the German Minimum Wage Act (MiLoG), the Client shall be entitled to claim a contractual penalty in the amount of EUR 5,000.00 per case of violation. For all additional expenses caused by the violation of the obligations mentioned herein or statutory obligations, EUR 50.00 shall be charged per incident.
7. For cabotage transports within the EEA you confirm, after entering a host country with a loaded vehicle, not to carry out more than three transports there within a week after the last unloading of the goods imported. When entering with an unloaded vehicle, a cabotage transport may be executed within three days if a cross-border transport has been carried out beforehand. You confirm that all cabotage transports will be accompanied by receipts in accordance with article 8 paragraph 3 of the ordinances (EC) No. 1072/2009 and submitted to the authorized inspecting officer as well as us upon request.

II. Insurance coverage

You shall be sufficiently insured against your carrier's liability resulting from this transport order.

III. Liability

1. For damages to goods in national transport you shall be liable with 40 SZR/kg. For cross-border transports, the provisions of CMR shall apply.

IV. Transport procedure

1. The freight carrier shall take care for the vehicles being equipped with suitable means of cargo securing on board such as e.g. locking bars, load restraint assembly, chains and non-slip mats. When loading, the driver shall control the material loaded with regard to external intactness and carry out appropriate cargo securing measures. During the entire way of transport, the truck driver shall be responsible for the continuous control and additional proper securing of the materials loaded. Also in the event of partial unloading an appropriate securing and follow-up securing of the materials loaded shall be ensured until the last place of unloading.
2. We shall be immediately notified in the event of delays, damages shortages or refusals of acceptance.
3. In the event of non-provision we are forced to provide a replacement vehicle. Any additional costs will be passed on to you. Should the contractor cancel the transport order prior to taking over the goods for any reasons he is held liable for, we reserve the right to claim a lump-sum loss of profits to the amount of 50% of the agreed freight price. The generalized loss or damage will be reduced or will not apply, if the consignee is able to provide evidence within a period of 21 days, beginning with date of issue of the appropriate invoice, that no loss or damage has emerged or is significantly lower than the generalized loss or damage. We reserve the right to claim further damages beyond this. Evidence for damages exceeding the lump-sum amount will be provided to the contractor on enforcement. The transport order is considered to be executed only upon return of the packaging taken over in number of items and subject to exchange. In case of not exchanging the packaging materials it shall be returned within 14 days upon completion of transport. Any disregard will be subject to a fee of EUR 12.00 per Euro pallet and EUR 120.00 per crate in addition of an administration fee of 10,00 €. The aforementioned amount can be reduced, if the contractor is able to proof within 21 days from date of the corresponding invoice that a damage did not occurred at all or substantially lower as the flat fee is.
4. In case of transportation of food or commodities of food, so called IFS goods, care of a clean loading platform must always be taken and a minimum distance of 0,8 meters to dangerous goods must be kept. Contamination and damage of IFS goods must be reported to the client immediately. The policy of the International Featured Standard (IFS) must be met.
5. The subcontracting of the transport is only possible with the prior written consent of the Client. In this case, the contractor shall contractually transfer all obligations from this agreement to them and ensure compliance with them. In the event of breaches of this obligation to notify, a penalty in the amount of the freight costs shall be deemed to have been agreed.
6. During breaks in the journey, guarded parking spaces are to be approached, provided that such parking spaces exist in the vicinity accessible to the driver and free parking spaces are available there. As far as conditions permit, vehicles are also to be parked in guarded parking spaces during rest periods, weekend and public holidays. Information on guarded parking areas is to be obtained via IRU (International Road Transport Union) or from the trade association. The goods must be protected as best as possible from interference by third parties. In the event of non-compliance the contractor shall be fully liable for all resulting damage.

V. Accounting procedures

1. Invoicing shall be made by you to the address stated on the transport order by stating your correct company address in line with the registry in the commercial register and your tax number. Prompt processing of your invoice requires complete submission of all delivery receipts relating to this transport order within ten days by mail. In the event of any infringement we reserve the right to charge a handling fee of EUR 25.00.
2. We require the invoice in digital form (by e-mail) including complete delivery documents to the following e-mail address: invoice@edi.geis-group.de Booking documents and attachments may only be sent by e-mail.
3. If invoices are sent in digital form, the original delivery receipts must be kept for a period of six months and made available free of charge upon request. If the request for original delivery receipts cannot be met within this period, we reserve the right to charge the costs incurred plus an admin fee of €25.
4. Moreover, we reserve the right to offset all freight costs arising against you resulting from this contract.
5. Demurrage: Demurrage times during loading and unloading are unavoidable. During each loading process, a demurrage time (date of arrival + time/date of departure + time) of up to two hours shall be considered reasonable by the contractor and shall not be reimbursed. The contractor is required to have the demurrage time confirmed on the freight way bill or on a separate certificate of demurrage.
6. Unless otherwise agreed in the individual case, freight will be paid within 45 days upon receipt of invoice together with a properly receipted delivery note / freight way bill / shipping transfer note as well as pallet note.

VI. AEO

Hereby the transporter declares that the employed personnel:

- does not make unauthorized access to customer goods / property.
- is only located where it is necessary for the execution of the agreed service.
- is reliable and has undergone a compliance check in accordance with Regulations (EU) No 753/2011, 881/2002 and 2580/2001 prior to posting and is reviewed periodically.
- and business partners (sub-contractors) acting on our behalf are aware that they also need to take action to secure the supply chain.

VII. Customer protection

1. The freight carrier commits himself to observe secrecy against third parties about the contents of this transport contract. Customer protection shall be considered agreed for the duration of one year from execution of transport.
2. In the event of any infringement the freight carrier shall pay the principal a contractual penalty in the amount of EUR 3,000.00. In case the freight carrier takes over several transports for the same customer for the principal at these conditions, the amount mentioned above, shall not be added in the event of a violation of customer protection. However, the principal shall be entitled to assert a claim beyond this amount.
3. **NO LIEN**
The carrier shall not have any carrier's lien or right of retention on the goods of our customers in its care.

VIII. Human rights due diligence obligations of the contractor / complaints procedure

1. The contractor shall ensure compliance with the due diligence obligations pursuant to §2 if the Supply Chain Due Diligence Act (LkSG). These include, among others, the prohibition of child labour, protection against slavery and forced labour, freedom from discrimination, protection against unlawful land confiscation, occupational health and safety and related health hazards, the prohibition on withholding an adequate wage, the right from trade unions or worker's representatives, the prohibition of causing harmful soil or water pollution and protection against torture. The contractor refers to the policy statement on the human rights strategy and the Code of Conduct of the Geis Group, which can be downloaded from the website www.geis-group.de/downloads can be downloaded.
2. Any person is entitled to use the Geis Group complaints procedure lieferkette@geis-group.de to draw attention to existing problems in dealing with human rights or environmental risks.

IX. Requirement of written form

Changes or amendments of the contract shall be made in writing. This shall also apply to the renouncement of the requirement of written form

X. Agreed place of jurisdiction

The place of jurisdiction agreed for both parties is Nuremberg.

ADDITIONAL TRANSPORT INSTRUCTIONS / TRANSPORT CONDITIONS

ADDITIONAL NOTES IN REGARDS ON PALLET EXCHANGE

1. As far as nothing else is explicitly stated or committed on the transport order, the deployed forwarder is committed to pallet exchange by acceptance of the transport order!
2. Pool pallets (Euro pallets as well as mesh box pallets) must be exchange at shipper origin as well as at receiver destination.
3. The pallet exchange must to be documented with date, stamp, signature and name in plain writing. Signatures of truckers will be considered as invalid.
4. If the pallet exchange will not be provided by the customer, the party needs to give a receipt by stating the reason of the not operated pallet exchange including reason, date, signature and name in plain writing.
5. If, due to a failure of the transport company, the pallet exchange will not carried out, we reserve the right to invoice the transport cost (compensation) of the amount of EUR 2.00 per Euro pallet as well as EUR 6.00 per mesh box pallet for empty deliveries. In addition, we will charge a processing fee of EUR 10.00.
6. Pallets that were not replaced when loaded, must be returned to the shipper within 14 days respectively the return needs to be coordinated with the loading medium department of the Geis branch.
7. All other parts of page 2 of the transport order remain unaffected – Transport conditions – IV. Transport Process, paragraph 3, sentence 5-10.

ADDITIONAL NOTE IN REGARDS TO IRREGULARITIES BY DELIVERY G (DEPRECIATION / UNBEATABLE RECEIPTS)

If there will be no clean receipt given to the freight forwarder / its trucker but depreciation due to shortfalls on proof of delivery caused by lack in quantities, damages etc., the freight forwarder commits himself to the followings:

1. The contracting Geis branch Geis needs to be informed (by phone) immediately about this issue.
2. The corresponding proof of delivery needs to be provided to the contracting Geis branch within 7 days after organization of transport (date of receipt)

If this page is illegible, please call us immediately.