

General terms and conditions of business

It is solely your obligation to ensure that your deployed vehicles are in perfect technical and visual condition, and that they are suitable and authorized for transporting the assigned cargo. Your deployed vehicles are equipped with adequate HGB insurance coverage or, for international transports, sufficient CMR insurance coverage, and the necessary permits can be provided upon request in the form of a copy.

Contrary to Section 431 of the German Commercial Code (HGB), you shall be liable for up to 40 SDR (Special Drawing Rights) per kilogram of the gross weight of the cargo.

You are committed to strictly comply with the law combating illegal employment in road haulage and the minimum wage law. Transferring this transport assignment to third parties is prohibited. The contractor indemnifies the client from all third-party claims arising from a violation of its obligations under the minimum wage law or from the violation of obligations by subcontractors not authorized by the contractor. The contractor assures its ability to carry out the assignment in compliance with the provisions of the Driving Personnel Regulation and Regulation (EC) No. 561/2006.

Non-disclosure of customer information is agreed upon and will be subject to a contractual penalty of EUR 5,000 per violation. The mentioned dates are fixed dates and must therefore be strictly adhered to. You shall be held liable for any costs, special trips, production downtime, etc. that may arise due to your fault. In case of issues (e.g. loading delays, delivery obstacles, shortages, breakage, vehicle breakdown, etc.), immediate notification is required.

Standby charges for waiting times can only be reimbursed if the waiting time exceeds 4 hours and written coordination with Wasem Logistik has taken place in the respective case. Contradictory terms and conditions to this transport order are not valid.

Side agreements have not been made unless explicitly provided in writing.

The number and type of packages must be checked.

Improper loading must be noted by the driver to protect the goods and, if necessary, corrected. The driver must protect the goods against potential transport damage to the best of their ability. Suitable load securing equipment (e.g. tie-down straps (minimum of 11 pieces), bracing boards, air cushions, anti-slip mats, edge protectors, etc.) must be brought by the driver for cargo protection.

Drivers must wear appropriate personal protective equipment at all loading and unloading points (safety shoes and high-visibility vests are considered an absolute minimum). Additional required personal protective equipment will be agreed upon in the assignment.

The mentioned prices are net prices in euros all inclusive. Additional costs and fees will only be acknowledged after written approval by our company.

Loading aids and loading equipment must be exchanged immediately upon loading, unless otherwise agreed upon in writing. Proof of the exchange process must be provided by you.

Until we receive your freight invoice (which we expect within 10 days after taking over the transport), you have the opportunity to balance any incurred loading aid or loading equipment discrepancies at the respective loading or unloading point free of charge and provide evidence through documentation. This deadline for balancing discrepancies is not extendable. You must submit evidence with your freight invoice, including all pallet documents, within 10 days after the loading date. Either digitally to invoice@wasem-logistik.de or in original form to our address. Please do not submit duplicates (digital and paper form). Once we have your freight invoice and documents, it will no longer be possible to deliver loading equipment for balancing your discrepancy. We would like to preemptively inform you that in the event of a loading aid discrepancy, we will invoice your company EUR 18.00 per Euro pallet, EUR 150.00 per wire mesh container, and EUR 11.00 per Düsseldorf pallet. Additionally, we will charge a processing fee of EUR 20.00 with this invoice. If you have not included proof of exchange in your freight documents, we will offset our loading aid invoice with your transport invoice.

We expect delivery receipts, indicating our Tour-number, to be provided digitally within 3 days after delivery to abfertigung@wasem-logistik.de. If digital delivery receipts are not submitted on time, we will reduce the agreed freight price by EUR 35.00. The delivery receipts must be sent legibly with a stamp and signature.

Invoicing to: Wasem Logistik GmbH - Von-Miller-Str. 10 - 67661 Kaiserslautern

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