



Order confirmation

Printing date: 08.08.2024

Haulier:

Fürst Transporte GmbH Office Kurze Straße 2 31832 Springe Gestorf

99 DHL Freiaht GmbH Erfurt (USTID-Nr DE811152493)

(00000000000000000000000000000000000000				
Bei den Froschäckern 7				
D-99098 Erfurt				
Clerk:	Rolf			
Phone:	+49 361 49304 353			
Telefax:	+49 361 49304 199			
E-Mail:	lars.rolf@dhl.com			

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TourNo.:	9796460	260,00 EUR	Vehicle:	D EF
EmptyKm: Truck type:		LoadKm: 208	TotalKm: 20	8

We hereby confirm the transport as specified below according to our conversation today and we ask you for execution as agreed. It is mandatory to enter the delivery data (IOD) on the day of delivery and to upload the delivery receipt (POD) electronically within 7 working days after delivery.

Please follow the URL and sign in for POD upload and IOD notification with the information below: <u>https://carloexchange.soloplan.de/simplelogin</u>

Owner-ID: 9930301741

Tour code: 9796460

Pin: 8589

Here you can find a training video for Exchange: https://youtu.be/dUQgYbHaQbs (Subtitles in your language are available on Youtube)

Should the Contractor, in violation of sentence 1 of section 2.9 of the GTC, subcontract an order placed by DHL in whole or in part without the prior approval of DHL, the Contractor is obliged to pay a contractual penalty of up to 5,000 EUR for each case of violation. The amount of the contractual penalty is determined by DHL at its reasonable discretion and shall in case of a dispute be reviewed by the competent court. Approval for subcontracting can only be granted by DHL if the Contractor informs DHL about the correct name of the subcontractor that the Contractor wants to commission.

Used subcontractor:

Station	Procedure	Name	Street	Cntry	City	
1	Ladung	MACK + SCHÜHLE	JOSEPH-MEYER-STR. 7	D	99095 ERFURT	
2	Ladung	MACK + SCHÜHLE	JOSEPH-MEYER-STR. 7	D	99095 ERFURT	
3	Lieferung	METRO CASH + CA	AM TÖNNIESBERG 16	D	30453 HANNOVE	ĒR
4	Lieferung	METRO CASH + CA	AM TÖNNIESBERG 16	D	30453 HANNOVE	ĒR
Position:	1 86139	755				
Consigne	ignor: MACK + SCHÜHLE AG D-99095 ERFURT					
	JOSEPH-MEYER-STR. 7 Loading: 08.08.2024 07.00			00 - 16.30		
Consigne	ee: METR	O CASH + CARRY	D-30453 HANNOVER			
	AM TÖNNIESBERG 16			Unloadi	ng:09.08.2024 06.0	00 - 12.00
	6 F	P V	VEIN		3518 kg	2,40 ldm
LADE-RE	F: AUF82179	3;KEA-NR:AUF821793	• •			
Position:	2 86139	756				
Consigne	or: MACK	+ SCHÜHLE AG	D-99095 ERFURT			
-	JOSEI	PH-MEYER-STR. 7		Loadir	ng: 08.08.2024 07.0	00 - 16.30
Consigne	ee: METR	O CASH + CARRY	D-30453 HANNOVER			
		DNNIESBERG 16		Unloading:09.08.2024 06.00 - 12.00		
	1 F	P V	VEIN		331 kg	0,40 ldm





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!!! The delivery data (IOD) and proof of delivery (POD) must be submitted electronically !!!

GTC: The General Terms and Conditions for Transport Services (GTC) as amended on Jan. 1, 2023 shall apply to this freight order issued by DHL Freight GmbH (DHL). The GTC are published on <<u>https://www.e-datagate.de/edg/gw/edg1web/Impressum.action></u> \rightarrow General Terms and Conditions. In addition the following is agreed:

Liability: In accordance with Section 449 (2) no. 1 of the German Commercial Code (*Handelsgesetzbuch*, HGB), compensation payable for loss or damage to the goods, in derogation of Section 431(1) and (2) HGB, shall be limited to up to 40 units of account (special drawing rights of the International Monetary Fund - SDR) per kg of gross weight of the shipment, if and to the extent that DHL has correspondingly high external liability for which it has a right of recourse. Any higher statutory liability accruing to the Contractor shall be unaffected by the above rule. In cross-border traffic, the provisions of the CMR Convention shall apply. In addition, Section 425 et seq. HGB shall apply.

Note on protection against infections: Please ensure that your drivers fully and carefully comply with the applicable regulations, in particular hygiene and distance regulations, during the transport process and at the loading and unloading points. If DHL staff at DHL-Freight Terminals instruct drivers to wear an FFP2 mask, your drivers must comply.

Supplier Code of Conduct: The Carrier certifies that it has reviewed and understood Deutsche Post DHL's Supplier Code of Conduct (CoC) and warrants that it will comply with it, as amended from time to time. The Carrier agrees to train its employees to ensure compliance with the CoC. <<u>https://www.dpdhl.com/en/about-us/code-of-conduct/supplier-code-of-conduct.html</u>>

Cabotage: By accepting this order the Contractor expressly confirms that it can and will carry out the transport in compliance with current cabotage regulations (in particular Regulation (EC) No. 1072/2009 and the German regulation regarding cross-border traffic and cabotage (*Verordnung über den grenzüberschreitenden Verkehr und den Kabotageverkehr*, GüKGrKabotageV). The Contractor is aware that DHL deems compliance with these regulations and the following provisions to be important prerequisites for the co-operation. The Contractor therefore also undertakes to use, in particular, the permission, authorization, or license only in accordance with statutory provisions. Furthermore, the Contractor assures that it shall fulfill the cabotage requirements pursuant to Article 8 Regulation (EC) No. 1072/2009 or Section 7a GüKGrKabotageV at all times. The Contractor shall also be obliged to extend these requirements to any subcontractors and to use only those that also meet these requirements. The Contractor shall submit to DHL at any time at DHL's request the necessary permissions, licenses, and authorizations to carry out the transport. If, despite everything, the Contractor or subcontractors employed by the Contractor violate(s) said provisions, resulting in damage to DHL, the Contractor shall compensate DHL for the damage incurred.

Mobility Package: By accepting this order, the Contractor also confirms compliance with the regulations and requirements resulting from the Mobility Package (in particular EG VO 2020/1055).

Seals: The equipment must be sealable. If seals are applied, the Contractor must check and confirm the proper application and name/number of the seal prior to departure and arrange confirmation thereof upon delivery.

Irregularities: The Contractor shall ensure that the goods are accepted on time within the agreed time window at the loading point and are carried and delivered on time, free from loss and damage, to the recipient at the destination. The Contractor shall notify DHL immediately, by calling the telephone number specified in this order, of any hindrances to acceptance, carriage, and delivery and of any delays which become apparent, of loss or damage to the goods, and of any other interference with and threats to the service, including when these are the result of an unavoidable event or an Act of God, and shall seek the instructions of DHL. In the event of an accident, fire, or theft, the local police authorities must always be notified.

Security: If a loaded vehicle is parked, particularly during breaks and on weekends, guarded parking lots or enclosed and locked private lots must be used for this purpose. Parked vehicles must be locked and secured. Additionally apply the security requirements available under <<u>https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/pdf/dhl-freight-minimum-security-requirements-EN.pdf</u>>

Load securing: Auxiliary securing equipment is to be provided by the Contractor. The following minimum requirements apply: Swap body transports (per swap body): 2 aluminum locking bars (box trucks need 3 straps with clamp lock); semi-trailer transports: 4 aluminum clipboards (min. 1,000 daN), 20 straps with long-lever ratchets (min. daN2500), 40 edge protectors, 50 anti-slip mats; in addition, for tarpaulin trailers: customs seal string; all slat boards undamaged per stanchion grid.

Loading devices: Unless otherwise agreed in writing, the following rules shall apply for exchanging loading devices (euro pallets, box pallets, Düsseldorf pallets). The Contractor must exchange the loading device at both the loading point and unloading point and must document the exchange procedures. Exchange documents and non-exchange documents are required.

If the Contractor delivers the agreed quantity of exchangeable loading devices at the loading point, the Contractor shall be entitled to retain this same agreed quantity of loading devices that it accepts at the unloading point. In this case, if and to the extent that an insufficient quantity of loading devices is handed over to the Contractor at the unloading point for reasons not attributable to the Contractor, the Contractor shall be entitled to claim against DHL for the insufficient quantity of loading devices handed over at the unloading point. If the Contractor does not deliver the agreed quantity of exchangeable loading devices at the loading point, the Contractor in accordance with the agreement must deliver to DHL the quantity of exchangeable loading devices that it has not delivered at the loading point. The Contractor shall be exempt from this obligation if and to the extent that the recipient hands over an insufficient quantity of exchangeable loading devices to the Contractor at the unloading point for reasons not attributable to the Contractor. Exchange documents and non-exchange documents are required. The Contractor must provide the documents within 14 days after the shipment's delivery. If the above obligation is not met on time, DHL and/or the Contractor shall be entitled after a reminder setting a reasonable period of 14 days to demand monetary compensation instead of the items' return. The compensation payable shall be 8 EUR per euro pallet (EP) and 115 EUR per box pallet (GB). For the assertion of claims for damages, the AG reserves the right to charge an additional processing fee of up to EUR 51 per transaction, to be determined by the AG at its reasonable discretion. DHL shall not accept pallet slips from Deutsche Paletten Logistik GmbH. If the Contractor accepts pallet slips from Deutsche Paletten Logistik GmbH, the Contractor must redeem them itself. Five percent of the agreed remuneration for this order shall be allotted to the handling of loading devices and the associated workload. In the event of difficulties with the pallet exchange, the Contractor must contact DHL immediately for clarification and shall await DHL's instructions.





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Billing: All prices specified in this document are net. The Contractor shall not be entitled to any further claims for remuneration for the agreed services. The provision of orderly proof of delivery (waybill and delivery note, bordereau or cartage note, etc.) signed by the recipient(s) (incl. stamp if possible, plus readable recipient signature and name in block letters (if applicable)) shall be required for payment of the freight. In derogation from 2.7 sentence 2 GTC the delivery documents for orders commissioned by Euronet/DDC (Domestic Dispatch Center) or by Euronet/IDC (International Dispatch Center) must always be provided latest within seven working days after delivery. Delayed or incomplete submission may be charged at 51 EUR. For orders which have not been commissioned by DDC or IDC but from any other DHL unit the Contractor is in derogation from 2.7 sentence 2 GTC obliged to provide DHL with the information of the delivery (IOD) at the day of delivery and with the proof of delivery (POD) within seven working days after delivery. In case that DHL grants the Contractor access to a digital application e.g. exChange/FEC, the Contractor has to use this application for the transmission of the IOD and POD. Should the Contractor not provide DHL with the IOD and/or POD or in case DHL has granted the Contractor access to a digital application in time, the Contractor is obliged to pay a processing fee of 10 EUR. All possible further rights of DHL remain unaffected.

This order confirmation must be used as a cover sheet when submitting the delivery documents. Another condition for payment is the complete and immediate reporting of actual data (date and time of all loading and unloading points as well as the number plate of the semi-trailers) via fax, e-mail, or any electronic order system provided by DHL.

If the Contractor assigns claims against DHL to third parties without DHL's written consent, the Contractor shall pay a processing fee of 51 EUR for every order affected by the assignment.

To avoid delayed payment, it is essential for the Contractor to provide a completed master data sheet, letterhead incl. address and signature of an authorized signatory incl. bank details, and, for companies situated in the EU, the VAT identification no. as well as a copy of the EU license and, on demand, a copy of the insurance confirmation.

Between the Contractor and DHL the credit note procedure is agreed for invoicing the transport order. For orders placed with the Contractor by Euronet DDC or by Euronet IDC, payments are usually made on the 15th of the following month for all transports executed in the previous month. For orders that are placed with the Contractor by another division of DHL, the Contractor and DHL agree on a payment term of 30 days

Position	Responsible terminal	Amount credit note
1	99 DHL Freight GmbH Erfurt, Bei den Froschäckern, 7, 99098, Erfurt	222,85
2	99 DHL Freight GmbH Erfurt, Bei den Froschäckern, 7, 99098, Erfurt	37,15

DHL Freight - Excellence. Simply delivered.

DHL Freight GmbH P.O. Box 20 03 62 53133 Bonn Phone +49 228 37788-0 Fax +49 228 37788-999 Account details Postbank Köln Account 102270502 Bank code 370 100 50

IBAN DE17 3701 0050 0102 2705 02 SWIFT BIC PBNKDEFFXXX Board of Management Dr. Thomas Vogel (Chairman) Janina Spiegelburg (Deputy chairwoman) Claudia Lerch Gero Schiffelmann Chairwomen of the Supervisory Board Jutta Rawe-Bäumer

Registered ofice Bonn Register court Bonn HRB 26449 VAT-ID no. DE 811 152 493

Visitor's address Godesberger Allee 102-104 53175 Bonn

www.dhl.de/freight