

Fürst Transporte GmbH
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Mittwoch, 13. November 2024

LOADING CONTRACT - 21500-2411-048

Hello,

we hereby authorise you to carry out the following shipment on behalf of and for the account of
SCHMALZ+SCHÖN Eastcargo GmbH:

1. Loading point Roto Frank Fenster- und Türtechnologie GmbH Wilhelm-Frank-Platz 1 DE-70771 Leinfelden-Echterdingen	Loading date Thursday 14.11.2024 8:00 am- 3:00 pm Referenz:
1.Unloading point: Roto Frank Okucia Budowlane ul. Wal Miedzeszynski 402 PL 03-994 Warszawa	Unloading date Friday 15.11.2024 08:00 - 10:00 o'clock

Cargo space	13.6 LDM on trailers -loading capacity 24.0 t- The HGV must be dry, clean and odour free; the structure must be intact. The vehicle or assembly must in accordance with German law be in a technically perfect condition and roadworthy. The HGV must have a tarpaulin cover.
Registration number	WPR 7659N
Securing the load	The vehicle must carry at least 12 intact, fully functional tension belts; the driver must use these to secure the load. In the case of box trucks or refrigerated vehicles, a sufficient (at least 8) quantity of securing rods (clamping beams) must be carried and used to secure the load. The load must be secured throughout the shipment so that the safety of people, goods and equipment is always guaranteed and there is no breach of any laws and provisions of the departure, receiving and transit countries.
Prohibition of transhipment	There is a general prohibition of transhipment and additional loading without our express written consent.
You confirm to us that you and/or the driver have or own valid visas and permits to carry out this shipment. You also confirm that you will fully assume the hospital costs in the event of the driver being ill.	

Freight invoices + CMR/POD solely to the email address: <i>eastcargo@invoice.schmalz-schoen.de</i> OTHERWISE, YOU WILL NOT RECEIVE PAYMENT!!!! - PLEASE TAKE NOTE!!!!	
Freight payment	30 days after receipt of invoice, payment shall only be made when the duplicate original invoice is provided with our order number (reference number) and the proof of delivery in the form of the CMR consignment note is attached to a clear, unique receipt. Freight invoices shall in principle only be accepted in euro.
Liability	You hereby irrevocably confirm to us that you have signed and paid the CMR insurance policy . We shall on the day the order is placed, however no later than 1 day afterwards, require a (fax) copy of your policy which reveals that there is appropriate insurance cover for this shipment. If you do not provide us with this evidence or do not do so in good time, we will charge you with the premium for the CMR insurance policy amounting to 3.5 % for shipments to the Urals and 5 % for shipments beyond the Urals plus 15% insurance tax.
Subsequent disposal	If the recipient submits a change to the unloading points, these must be confirmed via us in writing. The unloading point in the CMR consignment note shall in principle be binding. If disposals are made by other parties involved in the shipment, you must obtain approval for the change from us. The approval must in any case be made in writing.
Illegal employment	<p>1. You confirm to us that you or your driver have or own valid visas or permits, licences and authorisations in accordance with Sections 3 and 6 of the new version of Germany's road haulage act [GüKG] (licence, Euro licence, third country approvals, ECMT authorisations) to carry out this shipment.</p> <p>2. You shall be obliged to employ drivers from non-EU countries only with the required work permit. You shall also be obliged to ensure that the driving personnel owns an official certificate with an officially certified translation in German in accordance with the new version of Section 7b para. 1 clause 2 GüKG and carries it on each journey.</p> <p>3. You shall be obliged to hand over to us and/or our customers any documents to be carried at checkpoints for inspection by us and/or our customers on request.</p> <p>4. You shall be obliged to issue the corresponding general instruction to your staff and your drivers or to companies utilised by you.</p> <p>5. You shall be obliged to include this submission requirement and the other obligations already described above in the contract of carriage with executing carriers and only employ those carriers who reliably meet the requirements of the new version of Section 7b GüKG. You shall be obliged to check that the executing carriers comply with these provisions.</p>
Agreement pursuant to minimum wage legislation	<p>According to minimum wage legislation, each employee employed in the Federal Republic of Germany has been entitled to a minimum wage of euro 8.50 gross per hour since 1 January 2015. The minimum wage is regardless of an agreement payable no later than at the end of the following calendar month (last banking day in Frankfurt am Main). A special documentation requirement also applies with regard to the hours of work. This concerns employers who employ "mini jobbers" (Section 8 Sozialgesetzbuch [Germany's Social Insurance Code] IV) or work in industries in which illegal employment is often found (Section 17 paragraph 1 of Germany's minimum wage legislation); this includes the haulage, shipping and related logistics industry. The hours worked must not only be recorded, but relevant records must also always be provided and updated for inspection by the supervisors. The following must be recorded: start and end as well as duration of the daily working period including breaks and overtime. With regard to compliance with the obligation to pay the minimum wage, not only is the executive employer, but also his/her customer liable in the event of work or service contracts.</p> <p>b) Against this backdrop, the contractor shall be obliged</p> <p>from 1 January 2015 to reimburse his/her employees with at least the statutory minimum wage and to make the appropriate payments on the due date, however no later than on the last banking day of the month following the month in which the work was performed;</p> <p>– to ensure and monitor that subcontractors and lenders whom he has to select carefully for their part comply with the obligations of the minimum wage legislation;</p> <p>– to prove to the customer appropriate compliance with the aforementioned obligations in an appropriate way, inter alia by submitting employment contracts, payrolls, certificates from social insurance agencies, etc.;</p> <p>– to release the customer from any third-party claims, in particular also from claims made by social insurance agencies, financial authorities, etc., with regard to his/her liability in accordance with minimum wage legislation. This also applies to any fines imposed in this context.</p> <p>c) The contractor shall be obliged to protect the customer in that he/she can also implement a right to exemption. This may be via a bank guarantee within the meaning of Section 108 ZPO [Germany's Code of Civil Procedure] or another suitable security amounting to 75 per cent of the respective order value. In the absence of other security, the customer shall be entitled to retain appropriate amounts from the remuneration. The obligation for security shall lapse as soon as and as far as the contractor has proven to the customer that a claim by the customer is ruled out.</p>
Freight price	<p align="center">€ 990.00 all in</p> <p>The freight rate is valid from FOT load adress – until free delivery adress, duty unpaid, duty-free, incl. any intermediate costs and German toll charges. Other costs will not be recognised.</p>
Demurrage regulation	4 hours are available for the loading and customs clearance at the place of loading. 48 hours are available for unloading and customs clearance at the destination. For each additional day, we are prepared to recognise demurrage if the clear evidence is produced in the form of a CMR consignment note or transport protocol with clear confirmation by stamp and signature on the part of the originator. We must immediately be informed in writing of any waiting time liable for demurrage arising. The demurrage per day and HGV is € 125.00.

Complete customer protection shall be understood as agreed upon acceptance of the transport contract. This loading contract may be transferred by you at most to one other carrier who will then undertake the contract using his/her own vehicle. The involvement of another sub-carrier is strictly prohibited. We reserve the right to hold you fully liable for any costs arising for the non-performance of this contract, for untruthful or incomplete statements or late information in cases of delay or damage with respect to SCHMALZ+SCHÖN Eastcargo GmbH. In the case of non-presentation, replacement purchase shall be made at your expense. This contract shall also apply without express confirmation from you.

Yours faithfully

*By signing this document, the contractor agrees
to the terms and conditions stated*



i.A. Andreas Ross

The Contractor

SCHMALZ-SCHÖN Eastcargo GmbH

Ringstr. 39-41
D-70737 Fellbach



Director: Andreas Grimmeisen

Commercial register: Stuttgart local court HRB 264147, VAT ID no. DE 812936991

Registered office of the company and place of performance: Ringstraße 39-41, D-70736 Fellbach

Commerzbank, Stuttgart

Commerzbank, Stuttgart

Account no.: 7 232 770 Sort code 60040071

We work solely on the basis of the German Freight Forwarders' Standard Terms and Conditions 2016 (ADSp 2016) and - insofar as these do not apply to the provision of logistics services – in accordance with the General Terms and Conditions for Logistics as at March 2006, provided that Waiblingen is agreed as the place of jurisdiction.

Number 23 of ADSp 2016 limits the statutory liability for damage to goods in accordance with Section 431 HGB [German Commercial Code] amounting to 8.33 SDR/kg per claim and per loss to 1 million and 2 million euro respectively or 2 SDR/kg, whichever amount is higher and in the case of multi-model shipments including maritime carriage generally to 2 SDR/kg.

The latest version of BSK shall be understood as agreed for heavy goods shipments. The data protection clause can be accessed from our homepage. You can download ADSp 2016 at the following website www.schunck.de.