

Transport Order

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Tour 20241213-205-0554

WILDFLECKEN DE → Suelzetal DE
16.12.2024 17.12.2024

FREIGHT DETAILS		VEHICLE	TOURINFORMATION
Freight	580,00 €	Name	
Toll	0,00 €	Vehicle type	
Additional Costs	0,00 €	Registration Tractor	
		Registration Trailer	
Total	580,00 €		

Notes & conditions

<p>Status Feedback and Delivery Documents</p> <p>ATTENTION: For every Direct Load tour the submission of all delivery statuses as well as the digital transmission of all delivery and pallet exchange documents for all shipments is mandatory and an integral part of the transport order. This has to take place immediately after delivery, but no later than the next working day! Where this stipulation is disregarded, we reserve the right to impose a contractual penalty of 25.00 € per unregistered delivery status. Delivery statuses and upload of delivery documents can only be entered via the mobile website of our Direct Load Portal at the following link:</p> <div>HELLMANN DIRECT LOAD PORTAL →</div> <p>https://api.live.zeckju.io/tac/hwl-prod/api?tid=EuP0%2BkYskpBeLvEJ6puL1KBu0AYsf%2BFPxZYEGaflpcm7xulh5YUYueUaWL6Th3lqjCfQXKxutflNGMtnQ05cPboFw74FvhYb0r%2Bo0Vc4uo%3D</p> <p>Payment Terms</p> <p>We work with you exclusively on the basis of credit note procedure, where not agreed otherwise in writing. The payment terms are, where not agreed otherwise in writing, 30 days following issuance of the freight credit memo. Freight credit notes are issued following submission of all delivery and pallet exchange documentation. Any freight invoices issued will neither be accepted nor honored. If you have any questions about a missing credit note, please get in touch with the contact person issuing this transport order; if you have already received a credit note and have questions about payment, please use the following email-address referring to the relevant credit no. no.: fso@hellmann.com.</p>	<p>Transport Assignment</p> <p>If loading/unloading deadlines cannot be met or irregularities occur with regard to this transport order, we must be informed immediately by telephone. We are entitled to cancel the transport order free of charge up to 24 hours before the start of loading at the latest. If the content of this transport order is not objected to in writing or by fax within one hour of receipt of this letter, the freight contract is irrevocably concluded.</p> <p>Procedure for Loading Equipment Exchange</p> <p>An essential part of this transport order is the pallet exchange (DB Euro pallets and DB Lattice boxes) at the loading and unloading points:</p> <ol style="list-style-type: none">1. Loading equipment that is subject to exchange will generally be charged to you; you can relieve yourself only by submitting the appropriate proof of exchange receipts.2. You must obtain written confirmation of an exchange of loading equipment from the sender and the recipient (two exchanges), even in the event of non-exchange.3. The return of loading equipment is an indispensable part of the transport order and is included in the total freight agreed to in this transport order.4. We charge 9.00 € for each non-returned DB Euro pallet and 120.00 € net per DB lattice boxes plus a processing fee of 25.00 € per invoice.
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Route

Stop	Loading Equipment	Load	Date
① Loading point BW BEKLEIDUNGSMANAGEMENT GMBH ARNSBERGSTR. 35 - WILDFLECKEN 97772 DE	33 Colli	9,800 kg, 13.2 LDM, 0 m³	16.12.2024 07:00 - 14:30
② Unloading point BW BEKLEIDUNGSMANAGEMENT GMBH BIELEFELDER STRABE 3A - Suelzetal 39171 DE	33 Colli	9,800 kg, 13.2 LDM, 0 m³	17.12.2024 00:00 - 23:59

Leg 6400275027911

CONSIGNOR REFERENCE		CONSIGNEE REFERENCE	PECULIARITIES				
69992-15-257239							
①	LOADING POINT	<div><div>BW BEKLEIDUNGSMANAGEMENT</div><div>GMBH</div><div>ARNSBERGSTR. 35 - WILDFLECKEN 97772 DE</div></div>					<div>16.12.2024</div> <div>07:00 - 14:30</div>
②	UNLOADING POINT	<div><div>BW BEKLEIDUNGSMANAGEMENT</div><div>GMBH</div><div>BIELEFELDER STRABE 3A - Suelzetal 39171 DE</div></div>					<div>17.12.2024</div> <div>00:00 - 23:59</div>
Marks & Numbers	Content	Loading equipment	Additional loading equipment	Weight	Loading Meter	Volume	Dimensions
	BEKLEIDUNG & AUSRÜST	33 Kundenpalette		9800 kg	13.2		
				9800 kg	13.2		

General Terms and Conditions - Overland Transport 1/3

1. Assignment

In accepting the freight contract assigned to you, you automatically accept the following terms and conditions. These terms and conditions apply to this, as well as any and all other, freight contracts assigned to you by Hellmann Worldwide Logistics Germany GmbH & Co. KG, Hellmann Worldwide Logistics Karlsdorf GmbH or with any to those affiliated companies (hereinafter referred to as "Hellmann" or "the Hellmann group of companies") according to §§ 15ff. AktG..

2. Credit note procedure

The individual companies within the Hellmann group of companies work with you exclusively on the basis of credit note procedure, where not agreed otherwise in writing. Freight credit notes are issued following submission of all delivery and packaging exchange documentation. Any freight invoices issued will neither be accepted nor honored.

3. Status Feedback and Delivery Documents

For every Direct Load tour the submission of all delivery statuses as well as the digital transmission of all delivery and pallet exchange documents for all shipments is mandatory and an integral part of the transport order. This has to take place immediately after delivery, but no later than the next working day! Where this stipulation is disregarded, we reserve the right to impose a contractual penalty of 25.00 € per unregistered delivery status. Delivery statuses and upload of delivery documents can only be entered via the Direct Load Portal under the link on page 1.

4. Packaging Exchange

The exchange of loading equipment at loading and unloading points (DB Euro pallets and DB Lattice boxes) form a component of this transport contract. In this respect, we point out that you will generally be charged for exchangeable pallets and reimbursed by submitting the necessary proofs of exchange. The return of empties is also a crucial element of the transport contract and is to be carried out carriage paid. Loading equipment depts may be returned free of charge to the warehouse (where a suitable warehouse exists) of the acting branch or, if agreed to by both sides in advance, to a customer warehouse. If DB Euro pallets and/or DB Lattice boxes, with the express consent of the acting branch, are returned to a different Hellmann branch, NG Network partner or PAKI/DPL depot, we reserve the right to charge a return fee of 1.20 € per DB Euro pallet and 5.00 € per DB Lattice box.

Where no individual agreement exists, we will charge you 9.00 € for each DB Euro Pallet and 120.00 € for each DB Lattice box net plus a processing fee of 25.00 € per invoice, if not returned within 14 days. It is therefore crucial that the consignee confirm every pallet exchange in writing (two exchange transactions) and that you let us have the written confirmation by the 5th calendar day of the following month. In addition please note that you can only fetch your positive balance from our warehouse; not can be credit issued!

5. Load-Securing and Transshipping Ban

That you undertake to secure loads according to requirements based on the type of goods and the arranged number of items is taken as agreed. Box van bodies are to be secured with state-of-the-art latch and lock systems. Transshipping and transfer of the transport contract are only permissible with our approval.

6. Dangerous goods

It is understood as agreed that vehicles used for loading hazardous goods are equipped according to GGVSE (German hazardous goods regulations) and the driver has a valid ADR certificate. This applies especially to the availability of full standard safety equipment for the driver. Any fines imposed by our customers or consignees resulting from incomplete safety equipment will be transferred to you. An appointed hazardous materials officer according to ADR needs to be available when dangerous goods are handed over by Hellmann to the subcontractor.

7. Damages and Accidents

We are to be informed immediately, should a consignee discover that a delivery is incomplete or damaged. Every theft, robbery or traffic accident resulting in damage to the load or to a person must be registered with the relevant police station and your insurance company. Every case of damage, which potentially exceeds 5,000.00 € must be reported to the surveyor named by Hellmann or the insurance company. The surveyor's directives are to be followed.

8. Liability and Insurance

HGB, (German Commercial Code) and in cross-border transportation the CMR, regulations, apply for all transportations, where no other individual transport agreement has been made. Additionally, it is taken as agreed that the following standstill periods at loading and unloading stations are cost-free: 3 hours per complete load and 2 hours per part-load. You assure us that sufficient traffic liability insurance coverage is available according to §7 of the GüKG, and an acknowledgement is carried in the vehicle. This insurance must have contributory cause coverage for up to 40.00 SZR/Kg. If the Hellmann company group liability to its customer is restricted to up to 40.00 SZR/Kg, your liability to us is, in turn, restricted to the amount for which we are liable to our customer. This does not apply to CMR transports or cabotage transports in states outside of the Federal Republic of Germany, which legally require a different liability regime. Should Hellmann be made judicially responsible, by its customer, for damages occurring within your area of responsibility, we have the right to serve you third-party-notice/ declare a dispute in these proceedings. Where third-party-notice has been given / a dispute has been declared in such cases, you are obliged to take our side in the dispute.

General Terms and Conditions - Overland Transport 2/3

9. Forwarding Agent's / Driver's Responsibilities

- All legal regulations, obligations and requirements have to be followed.
- You have to carry out transports with technically qualified equipment while meeting all schedule commitments/deadlines and all legal obligations.
- Only reliable, trustworthy and specially trained driving and warehousing personnel, with valid specialist permits (e.g. driving license, forklift-permit, load-safety training, ADR certificate etc.), is to be used. Implementation of and adherence to the requirements of the BkrFQG – German Drivers Qualification Act, effective as of September 2014, are mandatory.
- All operative employees and driving personnel are to be given all training and documents necessary for the safe and qualified execution of the respective contract.
- The driver is to acquaint him/herself with the content of the written regulations (formerly accident report sheets) and ADR documentation and carry these in the vehicle.
- The drivers need to be instructed about existing health and safety legislations.
- Adherence to working and driving hours, wrongdoing on the part of the driver and disciplinary measures undertaken must be recorded in writing.
- Subcontracting the execution or partial execution of this order to a third party is not permissible without our prior written agreement. Should you employ additional forwarders, these are to be informed in the same manner, they are to furnish their drivers with copies of the driver's instructions and to ensure that they follow the instructions contained therein. These instructions are also available on request in other languages apart from German.
- All accidents and incidents have to be reported without any delay. A written documentation needs to be available.
- All operational and contractual data transferred is to be treated confidentially. The driving personnel must be reachable by mobile telephone for the duration of the transportation. The used box bodies and containers have to be secured by suitable and state-of-the-art closure systems. Warehouses and own premises used to store goods or to park vehicles must be equipped with proper security installations to prevent theft or fire-damage. All customer-related requirements have to be fully met, especially if they are related to on-site behavior (i.e. Non-smoking, speed limits, local safety requirements etc.). The loading and unloading of goods, unless otherwise requested by the consignees or consignor or instructed by Hellmann, is part of the service. You agree to ensure that your drivers comply with the "Driver's Instructions" included as an attachment to every loading order. All transport data and safety information (e.g. CMR, accident report sheets, customer requirements, ADR documents) are to be passed on to all partners involved in the transportation.

10. Minimum wage law

A minimum wage law came (MiLoG) into effect in Germany on 1 January 2015. This law applies to the execution of work activities domestically and thereby for every transport service. You are obliged to adhere to the regulations of the Minimum Wage Law from 11 August 2014 and to provide us with wage records and records of the hours worked by your employees on request. BDSG (German Data Protection Law) stipulations and any other relevant data protection regulations remain unaffected. In accepting this transportation/loading order, you confirm that you will exempt us, internally and on first demand, from any claims for retroactive wage payments, payment of social insurance contributions, fines or any respective damage claims from third parties (e.g. our customers, which are being made, due to your neglect of duty), resulting from breach of Minimum Wage Law provisions. This right to exemption is effective from the moment we are held liable by a third party for breach of the Minimum Wage Law.

11. Law to Combat Illegal Employment

With respect to the provisions of the Law to Combat Illegal Employment in commercial road haulage (GüKBillBG), effective from 7 September 2001, the client's respective monitoring obligations as well as the threat of fine for freight forwarders and clients of up to 25.00 €, you assure us of the following in undertaking the freight contract:

- You are in possession of the required permits and authorizations for such transportation according to the §§ 3 and 6 GÜKG (permit, Euro-License, third country approval, CEMT approval).
- You will only use driving personnel from third countries when they possess the required work permit valid for the country of your place of business and you will ensure that the driving personnel have a official certificates (work permit or negative clearance) with legally attested translations in the German language according to §7b paragraph. 1 sentence 2 GÜKG and carries this on every trip.
- Where you carry out transports without your own vehicles and personnel, only such freight forwarders will be used as reliably fulfill the requirements of the §7b GÜKG and monitor the freight forwarder's adherence to this regulation. The above paragraphs apply equally to freight forwarders and their agents.

12. Safety in the Delivery Chain / Anti-Terrorism

- The personnel employed by the contractor to carry out the transportation are reliable employees. It is guaranteed that these persons are not to be found on the United Nations or European anti-terror lists.
- It is assured that during storage, loading and transportation, the goods or loading units available are not accessible to outsiders.
- Where the transport chain has been interfered with, it is assured that the respective Hellman Worldwide Logistics employee is informed in writing and by telephone immediately.

General Terms and Conditions - Overland Transport 3/3

13. Further conditions

We are to be informed immediately, should it not be possible, irrespective of the reason, to adhere to loading or unloading deadlines, or any other irregularities occur in carrying out the order. We reserve the right to cancel the transport order cost-free up to 24 hours at the latest prior to loading commencement. If the content of this freight order is not contradicted in writing within one hour of its delivery, the forwarding contract automatically becomes irrevocably effective. For the duration of this freight order and for a period of six months following its execution and termination, you commit not to poach any of the customers to whom you have been appointed by us. A fine of 5,000.00 € is payable to us for each contravention of the abovementioned obligation. Where such a breach has occurred, we also reserve the right to cancel any other previously granted freight orders, without notice. We have the right to monitor adherence to the abovementioned contract provisions, the legal provisions applicable to carrying out this order as well as the attached drivers instructions, by way of audits for which due prior notice will be given. To facilitate such audits, you agree to grant those charged with carrying out such audits on our behalf, access to premises, offices and vehicles. Furthermore, the auditors are to be given access to all documents and data necessary to check proper execution of our orders. Your employees will be available to give information to the auditors. Where we have agreed auditing rights that extend to our agents, with each of our clients the foregoing provisions for the implementation of customer audits shall apply accordingly.


German law applies to these general terms and conditions. Osnabrueck is the agreed exclusive court of jurisdiction, as long as no compelling law precludes agreement of this court of jurisdiction.

14. Transportation of Foodstuffs, Feed or Products of the Food/Feed Industry (HACCP & IFS)

- No additional load is to be taken on, from which harm to foodstuffs is to be expected (e.g. hazardous goods, but also strong-smelling goods). Should you be unsure, please contact our scheduling department.
- The hold and vehicle chassis must be free of any residue from previous loads. The hold is to be checked prior to loading and cleaned of any soiling.
- Holds and tarps must be clean and odorless, to avoid contamination of any later loads of foodstuffs.
- Customer-specific conduct policies and requirements are to be followed strictly.
- Any damages to goods or packaging are to be reported immediately.
- Precautions are to be taken when hazardous goods (Getrennthaltegebot – separation regulation- number. 7.5.4 ADR) are transported simultaneously. This must be part of the drivers' regular instruction.
- Soiling by dirty water or rainwater is to be avoided.
- Loaded vehicles must be kept locked.
- Regulations for temperature-controlled goods will be adhered to at all times and the devices for measuring and recording temperatures are provably checked. Hellmann is to be informed immediately of any deviations from collection or delivery time-windows. Where foodstuff deliveries are recalled, the instructions of our personnel are to be followed immediately and without delay.

15. Transporting Waste

- One-time notification according to § 53 KrWG (Closed Substance Cycle Waste Management Act) is necessary when transporting non-hazardous waste.
- A transport permit and participation in digital verification procedure are mandatory when transporting hazardous waste.
- The vehicle must at all times be denoted by a "Waste" ("A") sign.

 If an order is passed on to other subcontractors after our explicit consent, you must ensure that all requirements in this document are also fulfilled by them.

Driver instructions for road freight transport

What you need to consider before setting off:

- Check the vehicle and load at the start of the journey and after each stop.
- Make a note of important telephone numbers and contact points in advance, e.g. police, associations, German consulates.

What you need to be aware of while driving:

- Even if your vehicle is locked, only leave it unattended as rarely and for as short a time as possible. If there are two of you driving, one driver should stay with the vehicle.
- Look for guarded parking lots, especially in regions where the risk of theft is known to be higher.
- Do not take any hitchhikers with you and do not allow yourself to be spied on in service stations, at border posts or otherwise about the load, route, destination or similar! The police have repeatedly discovered that loads and routes are "spied on" in a professional manner. The theft is then very targeted.
- Therefore, if possible, do not always drive the same route, do not always eat in the same restaurant and do not always park in the same place or in the same parking lot.
- If you are attacked, keep calm and do not provoke the perpetrators.

What you need to consider on delivery:

Check that you are authorized to accept the goods! Be careful if third parties claim to you that you have been instructed by the recipient to accept the load or that the goods are to be delivered to a location other than the agreed location. In such cases, get in touch with your client (employer) or a contact person at the recipient who you know personally.

What you must always bear in mind:

- Always lock your truck and always activate the anti-theft devices. Do this even if you are only stopping "very briefly", e.g. because you are collecting papers from an office, getting out to ask for directions or taking a short break. A truck can be stolen within minutes.
- Never leave the vehicle documents, drivers license, consignment note, loading lists or customs documents in the drivers cab under any circumstances.
- If you are the victim of a crime, report it immediately to the nearest police station and inform your employer or client immediately by telephone. Also inform the police if you notice anything suspicious that indicates a theft that may be planned or in preparation.