

TRANSPORT ORDER



Fürst Transporte GmbH

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Person in charge: Marcos Zadnik ext:

Engerwitzdorf, 07.02.2024

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Dear Sir or Madam,

as already agreed with you as per our phone conversation, you will be responsible for the following transport on our behalf:

WARNING - THE TRANSPORTED CARGO ALWAYS HAS TO BE PROTECTED FROM MOISTURE!

ORDER: 2024/00277-1

TRUCK: ACPP5001 / DWR2604R - 13,6mtr Tautliner / 2,65mtr Innenhöhe (height)

PLACE OF LOADING:

Loading date: 08.02.2024

FIX!!

Dachser

Justus-Liebing -str.3

DE 34253 Lohfelden

Note: neutral laden i.A. Palettenwerk

PLACE OF UNLOADING:

Unloading date: 08.02.2024

FIX!!

Amazon EU SARL (Germany Branch)

Gewerbegebiet Helmstedt-Barmke)

DE 38350 Helmstedt

Note: neutral entladen i.A. Palettenwerk

CARGO:

1 Kompl. Ladung Leere Paletten EUR-Palette 800x1200 mm

ISA Nummer: 174666018997

Belegnummer : 2024-20162 19188 - Weight: 24500 kg

Note:

TERMINE

Beladung am 08.02.2024 bis 14:00 Uhr !!

Zustellung am 08.02.2024 20:00-22:00 Uhr !!

Bei Nichteinhaltung der Be- und Entladetermine erfolgt ein Frachtabzug von 30% des vereinbarten Frachtpreises !!!

>> NEUTRALITÄT

Streng neutrale ABHOLUNG und ZUSTELLUNG im Auftrag der Firma Palettenwerk (DE35460 Staufenberg Mainlar) !!!

Mit diesem Transportauftrag erhalten Sie einen neutralen CMR + Lieferschein. Bitte nur mit diesen zwei Dokumente anliefern in Helmstedt!

Bei Nichteinhaltung der Neutralität erfolgt keine Frachtzahlung !!!

Bitte uns den von der EDEKA abgezeichneten DPL Lieferschein, dass der Fahrer von Entladestelle bekommt, per E-mail sofort zusenden!

>> TRANSPORT – PAPIERE

Mit diesem Transportauftrag erhalten Sie einen neutralen CMR, LIEFERSCHEIN für die Zustellung !!!

Diese neutralen Papiere dürfen NICHT an der LADESTELLE gezeigt oder abgegeben werden !!!

Der Begleitschein ANHANG VII muss von Ihnen bzw. Ihrem Fahrer ordnungsgemäß ausgefüllt werden und ist ab dem Verlassen der Ladestelle mitzuführen und im Falle

einer Kontrolle zu verwenden !!!

>> VERWIEGUNG

Ihr LKW muss leer und voll verwiegen – sowohl auf der Ladestelle als auch auf der Entladestelle. Wird Ihr LKW nicht verwiegen sind wir sofort zu informieren und Ihr LKW darf die Lade- oder Entladestelle nicht verlassen. Wiegescheine von Be- und Entladestelle sind zwingend der Rechnung beizulegen.

Nach der Beladung benötigen wir das exakte GEWICHT und die Anzahl der BALLEN !!!
ES MÜSSEN AUF JEDEN FALL 25 TONNEN GELADEN WERDEN, SOLLTE IHR LKW
WENIGER ERHALTEN,
SIND WIR SOFORT ZU INFORMIEREN UND IHR LKW DARF DIE LADESTELLE
NICHT VERLASSEN !!!

>> AN DER ENTLADESTELLE <<

OHNE bestätigten CMR + Lieferschein + Begleitschein Anhang VII darf der Lkw die Entladestelle NICHT VERLASSEN !!!

>> ABRECHNUNG / DOKUMENTE <<

Ihre Frachtrechnung wird nur dann akzeptiert wenn folgende Unterlagen Ihrer Abrechnung beiliegen, JEDES FEHLENDE DOKUMENT MÜSSEN WIR IHNEN IN RECHNUNG STELLEN !!!

vom Absender/ Ladestelle:

- Wiegeschein
- CMR-Frachtbrief
- Lieferschein
- Anhang VII (Begleitschein)

Vom Empfänger / Entladestelle:

- Wiegeschein
- CMR-Frachtbrief - vom Empfänger bestätigt (Stempel und Unterschrift)
- Lieferschein - vom Empfänger bestätigt (Stempel und Unterschrift)
- Anhang VII (Begleitschein) - vom Empfänger bestätigt (Stempel und Unterschrift)

Die Ladesicherung entspricht den gesetzlichen Vorschriften!

ES - BESTEHT - EIN - ABSOLUTES - WEITERGABE-- - BZW. -
VERMITTLUNGSVERBOT - UNSERER -
TRANSPORTAUFTRÄGE - AN - DRITTE !!!!!!!!!!!

Bei der Missachtung dieser Anweisung verfallen sämtliche Forderungen gegen uns, und zwar auch solche, die nicht Aufträge dieses Kunden betreffen!!!!!!

<i>FREIGHT RATE according to agreement:</i>
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Order 2024/00277 - 1 €400.- all in

Electronic Billing:

We accept digital transmission of invoices and shipping documents by email, WHEN following requirements are met:

- 1) send invoice and shipping documents ONLY to invoicing@haeuplsped.at
- 2) the invoice must always be accompanied by all shipping documents
- 3) the invoice must display our transport order number
- 4) we accept only pdf files (please send invoice and shipping documents as 2 separate files)
- 5) all documents sent by mail must be clearly legible

In some situations we do need original documents. Should that be the case, we will notify you separately.

Term of payment:

payable within 14 days less 3% discount or within 60 days net after presenting the unconditionally confirmed delivery documents as specified in the transport order under Note (such as: CMR, weighing slips, delivery slips, Appendix VII, pallet slips, etc), originals as necessary, and when the specified deadlines are met. Our transport order number must be indicated on the invoice. Counterclaims from us can be offset against outstanding freight claims of the contractor. Any bank charges incurred shall be borne by the contractor.

Best Regards

HÄUPL SPEDITIONSGES.M.B.H.
Marcos Zadnik

Please note the following terms of contract, which form an integral part of our transport order.

THE FOLLOWING TERMS SHALL BE DEEMED TO HAVE BEEN AGREED:

Loading equipment:

Loading equipment shall be exchanged at the loading and unloading points. Loading equipment that has not been exchanged shall be returned within 14 days, carriage paid; otherwise replacement including late fees are to be paid. Loading aids such as anti-slip mats, timber for packaging, edge protectors and lashing straps Standard Tension Force (STF) ≥ 500 daN shall be regarded as basic equipment and shall be provided by or at the expense of the carrier; otherwise, these loading aids shall be offset. When creating a loading equipment or loading aid invoice or for other extraordinary admin expenses, a processing fee in the amount of €20.00 is charged. For euro palettes we offset €15.00/palette. Offsetting with open claims shall be deemed to have been agreed.

Demurrage regulation:

for loading and unloading no demurrage for 24 hours –the prerequisite for a demurrage claim is that the vehicle is available as planned at the loading/unloading point and the demurrage period is confirmed by the shipper/recipient with the date/time and signed on behalf of the company. Tachograph records alone are in no case sufficient.

Freight cost as per the agreement includes:

all inclusive (including all travel costs, accompanying documents costs, and other expenses such as T-document, CMR, taxes, fuel surcharges, tolls, road pricing, etc.)

The weight specifications on our part are only approximate values, a billing by weight is only accepted with effective settlement per 100 kg.

Special terms of contract:

1. This transport contract is immediately binding even without confirmation and includes all travel costs.
2. The assignment or pledging of claims against us is inadmissible. Upon our request, the contractor shall assign any claims against third parties to us or to the person named by us free of charge for us.
3. With the agreed freight charge, all claims of the contractor in connection with carrying out this contract shall be settled; a further claim for reimbursement of expenses (e.g. pursuant Sec. 1014 of the Austrian Civil Code, ABGB) is excluded as well as our liability for slight negligence as the client and shipper.
4. Customer protection shall be deemed to have been agreed; upon receipt or mediation of contracts or other communication with our customers, all claims of the contractor against us shall lapse.
5. On account of all claims due and not due, we are entitled to a right of retention and lien on all goods and values available to us.
6. Only vehicles and drivers who are entitled to carry out the transports in accordance with the legal provisions of the countries affected in the course of the transport, in particular the respective provisions on the employment of foreigners, may be used in carrying out the transports; the driver must carry with him/her any proof and documents required in accordance with the respective applicable legal provisions (such as in particular work and residence permits). Drivers must have at least such knowledge of the official language at the place of departure and transfer so as to be able to communicate with the shipper and recipient as well as the authorities. You have further assured us that the vehicles used by you are in proper technical condition and comply with the legal requirements.
7. This contract may only be passed on to third parties with our prior written consent.
8. When accepting a good subject to customs duties or a customs document (in particular T-documents or TIR carnets), the contractor guarantees to deliver the goods to the specified customs office of destination in due time and indemnifies and holds us harmless in respect of all claims brought against us in the event of a breach of the obligation to deliver or non-compliance with the other applicable customs provisions.
9. When transporting dangerous goods, you have assured us that your drivers are properly trained and that the vehicles carry equipment as required by law.
10. The CMR bill of lading as well as any papers are to be sent to us immediately after delivery in advance electronically or by fax within 5 working days as well as the original at the latest within 10 working days after delivery; for documents that are sent too late, we are entitled to charge an administration fee of €25.00, or we are entitled to charge you a procurement fee for missing documents in the amount of €25.00 per document plus a processing fee of €20.00, which can be offset against outstanding claims against us.
11. The contractor is obligated to use clean and odourless trucks for transport.
12. In the case of refrigerated transport, unhindered air circulation must be ensured; furthermore, the inside temperature of the truck must be controlled at the start of loading and the core temperature of the loaded goods must be continuously controlled on a random basis and the measurement result recorded on the CMR bill of lading. The transport temperature must be recorded continuously (thermograph) and must be regularly checked; the temperature records shall be handed over to us immediately upon our request.
13. The following conditions are agreed for shipments of "GREEN-LISTED" waste for recovery within the EU and into the EU: the vehicle has the valid permits and licenses as well as the necessary equipment. The forms required for transport pursuant APPENDIX VII of the EC Waste Shipment Regulation must be carried by the driving staff at all times. This document must be signed by the person arranging the shipment and by the recovery facility or laboratory and the recipient when the waste is handed over before shipment is carried out. If this form is not provided, we must be informed immediately. Should penalties arise in the course of inspections due to missing papers or incorrectly issued papers, these shall be paid by our contractor. Appendix VII must be filled out and stamped; it is mandatory to present it to the customs authorities. Without Appendix VII, export or import customs clearance is not possible. In the event of non-compliance with this mandatory provision and the resulting costs, we shall hold you fully liable. If you do not provide this document, it will be deemed as gross negligence and shall be handled as such according to Item 19 of our General Terms and Conditions.
14. We have a ban on additional cargo and transshipment.
15. In the event of difficulties, delays, damage, and risks of downtimes, we must be informed immediately in writing. You ensure to carry out and document complete interface controls and to immediately hand over the corresponding documents to us upon our request.
16. The vehicle may only be parked on parking lots with security. You can find a list of parking lots at www.iru.org; www.setpos.eu; for Italy also at www.ania.it and for the UK at www.uk-trucking.net. The route must be planned in such a way that – while complying with the provisions on driving times and rest periods – no breaks, overnight stays or parking over the weekend or holiday have to be made on parking lots without security.
17. Drivers must be present during loading and unloading. A quantity-based acceptance and inspection of weight and packaging shall be deemed to have been agreed; if the shipper refuses this, the driver shall make a justified note of this in the bill of lading.
18. The contractor is responsible for safe loading and securing of the load on the truck.
19. In the event of late provision of a truck at the loading point or unloading point as well as non-compliance pursuant Item 13 and a non-agreed withdrawal from the contract or cancellation, the contractor is obliged to pay a penalty of 30% of the agreed freight charge of at least €150.00 per transport contract; we reserve the right to claim excess damage/additional expenditure (in particular the additional costs for a replacement truck), which can be offset against open claims against us.
20. On delivery, an unambiguous proof of identity, furnished by passport or other official documents, must be requested from the recipient, and the data must be entered in the bill of lading.
21. CMR insurance: by you at your expense, whereby there are no unusual restrictions or exclusions in Austrian practice with regard to the local area of application and the scope of cover; liability pursuant Art 29 of the CMR and Art 23(4) of the CMR is also covered. Minimum sum insured €250,000.00; the insurance premiums shall be paid on time and in full. If you have not proved the validity of such a CMR insurance by the time of the loading date by confirmation of a solvent insurance company, we will take out an external CRM freighter insurance at your expense, whereby we will deduct the premium (5% of the stipulated freight) from any open freight.
22. If this contract is passed on to a subcontractor, you guarantee that you will transfer to the subcontractor all obligations taken over in this contract and that the subcontractor has taken out a CMR insurance policy as described above; otherwise, you shall take out a corresponding CMR third-party freight insurance policy. Furthermore, you guarantee that the latter shall only pass on the contract to subcontractors who have themselves taken out such CMR insurances and who have agreed to pass on the obligations arising from this agreement to any other subcontractors.
23. For transports pursuant Chapter VI of the CMR (or Sec. 432 of the Austrian Commercial Code, UGB) joint and several liability of all subsequent carriers towards us shall be agreed, to the exclusion of our liability; you shall transfer this agreement, including the obligation to transfer this agreement to further subcontractors, to any subcontractors.
24. All claims against us as the client are subject to a limitation period of six months, unless otherwise stipulated by mandatory statutory provisions. 24. Oral ancillary agreements are invalid. By providing the vehicle, the contractor declares being in agreement with the conditions of this transport contract. Any terms and conditions of our contractors, even if they do not contradict these special contract conditions, are not accepted by us and are therefore not regarded as having been agreed.
25. In the event that the transport or forwarding contract is not properly processed, the contractor is obliged to pay a contractual penalty amounting to 30%

of the freight charges of at least €150.00 per transport contract, whereby the assertion of any further damage remains unaffected and can be offset against open claims against us.

26. This contract is subject to Austrian law. Linz, Austria as the place of jurisdiction for both parts shall be deemed to have been agreed.

27. Our forwarding services are only covered by the General Austrian Forwarders' Terms and Conditions (AÖSp) as amended, published in the official gazette of the Wiener Zeitung newspaper; our transport services in international and national road freight traffic are covered by the CMR, whereby the AÖSp shall be deemed to have been additionally agreed. For these services, Amsterdam and London shall be deemed to have been agreed as elective jurisdictions pursuant Art. 31 of the CMR.

Agreement MiLoG (Minimum Wage Law):

Your company is aware that the Minimum Wage Law (MiLoG) came into effect in Germany as per 1.1.2015 for €8.50 gross per hour. Online: <http://www.mindest-lohn.org/gesetz/>.

This Minimum Wage Law (MiLoG) applies to all activities, therefore also to transit journeys and international journeys to Germany. You are obligated pursuant Sec. 16(1)(1) and (2) of the MiLoG and Sec. 18(1)(1) and (2) of the German Law on the Posting of Workers (AentG) to provide information on the employees you employ in Germany with regard to the place and start and probable end of their employment, on the place where the documents required for inspections by the customs administration can be inspected. Insofar as you do not, do not accurately, or do not completely submit the application with this information or do not do so in the prescribed manner or in time, this shall be considered an administrative offence. Can be viewed at www.zoll.de. The prerequisite for performing this transport is that you abide by the provisions of the MiLoG and that you comply with the provisions when passing on contracts to third parties (subcontractors). This is confirmed by the fulfilment of the transport and shall be deemed to have been agreed. In addition, by doing so, you are ensuring that your employees are registered in accordance with the Minimum Wage Law - Law on the Posting of Workers and that the necessary documents are made available in German if they are requested by the authorities of the customs administration.