

Fürst Transporte GmbH
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DIZZBO GmbH
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Transport Order

Order Number: 240238955

Date: 23.02.2024

Freight Rate in EUR

540.00€

Payment Terms

45 days

Invoicing

Credit Note from DIZZBO

POD

Upload on DIZZBO carrier
webtool or pod@dizzbo.com
within 48 hours

Pick-up Address

**Procter & Gamble
Manufacturing GmbH
Procter-und-Gamble-Straße
53881 Euskirchen, DE**

Delivery address

**DM-Drogerie Markt
Liebigstraße 2
31224 Peine, DE**

Pick-up Time

26.02.2024

Arrival

27.02.2024

Loading Time

10:00 h

Unloading Time

**09:45 h registration // 10:30 h fix
unloading**

Notes on Freight

Fahrzeuganforderungen: Nur Sattelzug (Tautliner/
Plane) !!keine Gliederzüge!! / Fahrer muss selbst
entladen! / Leere Ladefläche / Zollschnur erforderlich
/ Ausreichend Seiten- und Klemmbretter erforderlich /
Fahrzeug muss geruchsneutral und besenrein sein /
Vehicle requirements: Only 13,6 LDM Tautliner !!No
road trains!! / Driver must unload by himself / empty
trailer duty cord required / sufficient side boards,
stopbars/clamping boards required / vehicle must be
odourless and broom clean

Notes on Freight

Pallet Places (0,8m x 1,2m)

34

Package Count

34

Weight (t)

5.5

Loading Meters

13.6

Original Documents

No

Truck Type	License Plate	Loading Ref. No.	Unloading Ref. No.	Type of goods	Pallet Exchange
Standard Plane 13,6 LDM	WPR 5712T	45083335	991801377017	Handelsware	No

Comment

- Standgeld: 3 Stunden an jedem Stopp frei, danach 30,- € je Stunde. Tagesmaximum = 300 € //- Bei Verladung von Europaletten (P&G Lieferschein "white pallets") muss an der Entladestelle ein Palettenschein angefordert werden. Werden physische Paletten zurückgegeben, hat sich der Carrier bei simon.loebbecke@dizzbo.com zu melden //- Standzeiten ab 1h müssen umgehend schriftlich an simon.loebbecke@dizzbo.com gemeldet werden, andernfalls verfällt der Standgeldanspruch //- sollte der Zustelltag verpasst werden, behalten wir uns vor die Fracht um 150 € zu kürzen //- LKW muss eine leere, trockene und saubere Ladefläche aufweisen können (keine leeren Paletten & Kisten mit Ladungssicherungsmaterial) //- Fahrer muss selbst entladen ++++++ - Waiting time: 3 hours included at each stop, after that 30,- € per hour, daily maximum = 300 € //- If loading EU-pallets (noted as "white pallets" on P&G delivery notes) a pallet note must be requested at the unloading place. If physical pallets are returned the carrier must contact simon.loebbecke@dizzbo.com //- downtimes of 1 hour or more must be reported immediately in written form to simon.loebbecke@dizzbo.com, otherwise the claim for demurrage shall be forfeited //- if the delivery day is missed, we reserve the right to reduce the freight by 150 € //- truck must be able to show an empty, dry and clean loading space (no empty pallets & boxes with load securing material) //- driver must unload by himself

Your DIZZBO Team

Passing on to third parties prohibited, appropriate insurance coverage must be guaranteed. The POD Upload must include: One PDF-document with all shipping documents (CMR, delivery note, weightbridge ticket, pallet note, etc.). Upload (<https://app.dizzbo.com/carrier>) within 48 hours after delivery or on pod@dizzbo.com / if the documents are not received on time, the carrier will be charged with a handling fee of EUR 25 (detailed in T&Cs / point 13).

General terms and conditions of business (T&Cs)

The present transportation order is only issued under the conditions stated above and below, with an explicit reminder that conditions stated in order confirmations will not be accepted in all cases, and will not become part of the contract for the undertaking of the transportation order. The parties also agree on the following points:

1. It is the duty of the Supplier to ensure appropriate insurance cover for all possible cases of liability. In particular, valid CMR insurance with a sufficient indemnity limit as per Western standards must be in place for all awarded orders (with premium paid, no exclusion of liability). The Supplier must provide proof of the amount of indemnity at any time when asked. The Client must immediately be notified of any changes to the insurance cover and indemnity amount. In the case of an infringement on this obligation to notify, the parties agree on a contractual penalty of EUR 10,000. Further rights of the Client, such as the assertion of damage claims, will remain unaffected by this. There will be a fixed handling rate of EUR 25 for each event of damage or loss.
2. The Supplier will ensure that all dates and deadlines are met. The Client must immediately be notified of any disruptions of the transportation process. The Client must immediately be informed of any accidents, cases of theft or other unforeseeable events.
3. If a truck with the stipulated or required measurements, space, features, capacity and proper (clean) and odourless loading space cannot be provided in due time, the Client reserves the right to award the order to somebody else; The Supplier will be liable for any resulting damages. Trucks must be kept empty, clean and dry when transporting temperature-controlled goods, as loading, as described in the present paragraph, may be denied if this is not the case. In general, the vehicle and trailer must be certified in accordance with test standard DIN EN 12642-XL.
4. The goods may neither be transferred, nor may goods that are not listed in the transportation order, or are not part of awarded order, be added, unless otherwise agreed. If the restriction on transferring and adding goods is not observed, the Client reserves the right to charge a contractual penalty of EUR 500.
5. The vehicle used by the Supplier must meet the requirements and legal provisions that are particular to this order.
6. An impermeable tilt is required for every (tilted) transport. Lateral laths made out of aluminium are required for food and drinks transports.
7. It is not permitted to take along non-operating personnel without prior agreement from the Client. In any case, the Supplier will be liable for such personnel, as well as for his own driving staff.
8. In the event of the transit of coffee and goods containing coffee from the free circulation of another Member State through the tax area "Federal Republic of Germany" (German corner) into another Member State, the carrier must provide advance information/notification of the transit of coffee and goods containing coffee to Stuttgart Main Customs Office
9. For refrigerated or thermal transports, it is the duty of the Supplier to control the temperature when taking on the shipment, and to always ensure that the temperature specified in the transportation order is maintained. Every vehicle used for refrigerated transports has to be equipped with a temperature plotter, which must be in use during each transport. A "temperature report", or "temperature log", as well as a "layover confirmation" must also be fully kept when loading and unloading. The cold chain may not be broken (especially for perishable goods) under any circumstances. The Supplier is liable for all damages resulting from incorrect temperature during transport (temperature damages), as well as for any damage resulting from failure to comply with the directions in the present paragraph. The Supplier is obligated to perform the respective mandatory calibration of each cooling unit according to manufacturer specifications and at least 1 time every year, and to be able to substantiate this for the Client at any time if asked to do so. An ATP certificate is obligatory for all refrigerated transports.
10. The Supplier complies with all legal and contractual specifications with respect to the assignment of employees and the minimum wage. In particular, it guarantees compliance with the Austrian Act on Wage and Social Dumping (Lohn- und Sozialdumping-Bekämpfungsgesetz (LSD-BG)) in Austria and the minimum wage laws in the Federal Republic of Germany

(Mindestlohngesetz, MiLoG) and in France (Loi Macron), and commits to ensuring that any subcontractors it engages also comply with the assignment and minimum wage provisions. In order to check compliance with the respective posting regulations and Minimum Wage Laws, the Client is granted comprehensive right of control. On request, the Supplier will at any time submit suitable documents to prove compliance with the law. The Supplier undertakes to completely indemnify and hold harmless the Client regarding any claims asserted against them for non-compliance with the regulations of a posting and/or minimum wage law, and any costs incurred by legal defence shall be refunded to their full extent. In the event of violations of the German Minimum Wage Act (MiLoG) the Client shall be entitled to claim a contractual penalty amounting to EUR 5,000.00 per case. For any additional expenses caused by the violation of any obligations mentioned here or legally fixed, EUR 50.00 will be charged per incident.

11. The Supplier and his driving staff are obligated to check amount, packaging and weight when accepting the shipment. He must pay attention to the highest permitted total weight of the vehicle as well as the axle load. It is the duty of the Supplier and his driving staff to ensure that vehicles are loaded up in a safe manner for operation and transport. The Supplier and his driving staff are solely responsible for load securing (lateral laths, lashing straps, pallets etc.). If any faults are detected during loading or unloading, the Client must immediately be informed and instructions must be obtained. Complaints made at a later date will not be recognised. Penalties or transfer costs directed at the Supplier will not be covered by the Client.

12. Drivers must park in guarded spaces when taking breaks. Vehicles must also be set down in guarded parking spaces during periods of rest, on weekends and on holidays, provided that the given conditions allow it. Information about guarded parking spaces must be obtained from the IRU (International Road Transport Union) or from the trade association. The goods must be protected from third party access in the best way possible. If this is not observed, the Supplier will be fully liable for all resulting damages.

13. DIZZBO will issue credit notes. We will not accept invoices. For creating the credit note we need all necessary documents signed and stamped proof (CMR, delivery slips and other transport/loading documents) as an upload in our DIZZBO Carrier Webtool (<https://app.dizzbo.com/carrier>) or on pod@dizzbo.com (with the DIZZBO order number) within 48 hours after delivery. If they are not received on time, the Supplier will be charged a handling fee of EUR 25. The payment deadline thus starts when all transport documents are available. The Client will carry out payments once per week, meaning that payments will be made in order of the due dates in the payment run. If DIZZBO needs the original paper documents, the Supplier has to send these documents within 14 days to DIZZBO GmbH - Rottweg 62, - A-5020 Salzburg. If they paper documents are not received on time, the Supplier will be charged a handling fee of EUR 25. The right to claim the agreed payment fee will only become possible once the service has been delivered fully and without fault.

14. The Client is authorised to offset any of his own receivables which are due from the Supplier, as well as any receivables of his affiliated companies, against any existing or future receivables which are due from the Client or any companies affiliated with the Client to the Supplier and his affiliated companies, irrespective of the legal basis and their due date (Group set-off clause).

15. There will be no demurrage fees for 24 hours during loading and unloading unless otherwise agreed. Beyond this, the right to claim demurrage fees only applies where the demurrage period is attributable to gross negligence on the part of the Client, and where a written confirmation that is dated and timestamped on behalf of the company is submitted by the Consignor or Consignee. Tachograph records by themselves are not sufficient in any case.

16. You must exchange the same amount, same type and same quality of handling devices, unless otherwise agreed. The Consignor or the Consignee has to confirm the handling device exchange as well as non-exchange on the waybill or the handling device note with stamp and signature, adding the name of the signatory and indicating the exact amount and type of handling devices replaced. If the handling devices are not exchanged, they must be returned within 14 days, at the expense of the Supplier. Following the expiration of the return term, the costs for the restocking will be charged as follows: EUR-pallet or "Düsseldorfer" pallet EUR 20.00 each, wire mesh box EUR 70,00 each, stacking frames EUR 40,00 each other kind of container: amount depending on effort. The Supplier has to make sure that a sufficient quantity and quality of loading equipment (anti-slip mats, edge protections, tension belts, etc.) is provided. If additional loading equipment is required at the loading station, the relevant costs will be settled fully. The additional administrative effort will lead to a

handling fee of EUR 25, which will be deducted from the freight compensation. The handling fee will no longer be reimbursed, even if handling devices or loading equipment are returned at a later date. Only handling devices in mint condition will be exchanged. The Client is entitled to reject and charge for poor quality handling devices. The Client must be informed immediately if handling devices are not exchanged with the consignor/consignee. The Supplier has to pay the costs if any information is missing. The replacement of the handling devices must be proved by means of an original handling device note, which must be enclosed to the bill.

17. The parties agree on full customer protection. If the Supplier enters into competition, claims made against the Client will expire. The Supplier is at no time allowed to contact any third parties who are involved in transport activity. Where there are violations, the parties agree on a contractual penalty of EUR 10,000 without proof of tangible damage. The right to assert damages above and beyond this will remain reserved.

18. It will only be possible to pass on transport activities to subcontractors if a prior written agreement from the Client exists. In this case, it is the duty of the Supplier to contractually transfer all obligations from the present agreement to the subcontractor, and ensure the obligations are satisfied.

19. The Supplier confirms that he holds all permits, authorisations and licenses required for transport. The respective documents must be presented upon request. He will observe all provisions of the Law on the Road Haulage of Goods and any other relevant regulations when handling the transport order. By assuming and carrying out transportation activities, the Supplier guarantees (also applies to the subcontractors that he uses), that the drivers of the utilised vehicles possess the appropriate work and residence permits. The Client has the right to carry out random spot checks to verify this. If any permits are missing, the order is not deemed to have been awarded. The Client must immediately be notified of this. If the provisions as per this item are not observed, the Supplier must indemnify and hold harmless the Client from all claims arising from this.

20. The Supplier shall only have a pledge / lien on uncontested or legally established claims. Offsetting against Client claims is not permitted.

21. This agreement is subject to German law, excluding its international reference norms. The validity of the "General Terms and Conditions of German Freight Forwarders (ADSp)" is expressly agreed upon. CMR regulations will also apply in cases of cross-border transportation. The validity of the Supplier's general terms and conditions is excluded.

22. The place of performance and of jurisdiction is Salzburg.

23. This order is also binding without a confirmation, provided it is not immediately rejected in writing. There will be no oral side agreements.

24. If single provisions are inoperative, this will have no effect on the validity