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**Hochstädter-Direkt e.K.**  
**General Terms and Conditions of Transport**  
(Updated: February 2018)

**1.**

**Applicability**

These Terms and Conditions shall apply to all transport orders commissioned by **HOCHSTÄDTER**, even if no specific reference is made to the General Terms and Conditions of Transport in the course of individual business transactions. Conflicting General Terms and Conditions or other standard provisions of the common carrier are not accepted in any case. The transport order shall also be executed to the exclusion of the provisions of trade associations, particularly the ADSp, the VGBL and the DTLB.

**2.**

**Requirements concerning vehicles/drivers**

1. The common carrier must provide a vehicle which is fit for the intended transport, is in technically sound condition and complies with the statutory regulations.
2. The common carrier may only use qualified drivers.
3. If the vehicle or driver do not meet the above conditions the transport vehicle is deemed not supplied.

**3.**

**Order processing**

1. The common carrier is responsible for safely and securely loading the consignment at the place of loading and for unloading. Cargo securing equipment (anti-slip mats, tension belts etc.) are to be provided by the common carrier.
2. If the common carrier does not carry out the loading or unloading itself, he must nevertheless supervise the process and check that the load is properly secured prior to commencement of the journey.
3. Upon taking delivery of the load the common carrier shall check it for apparent damage and for completeness and identity (type and quantity), using the shipping documents provided for transport purposes. Any deviations found must be recorded in writing (type of deviation, name in block letters, date, time and signature) on the freight documents by the common carrier.
4. Delivery may only take place against a certificate of receipt by the consignee.
5. The common carrier shall inform the client without delay of any hindrances which occur prior to or during transport.
6. The dates specified in the transport order are fixed dates.
7. The loaded vehicle may only be parked in guarded car parks.
8. The common carrier is authorised to assign the transport order to a subcontractor. However, in this case the common carrier shall impose upon the subcontractor the same obligations that are stipulated in the transport order placed by **Hochstädter** and these Terms and Conditions.
9. Transshipment and the addition of other cargoes is prohibited.



#### 4.

##### Permits

1. The common carrier assures **HOCHSTÄDTER** that it possesses all permits required for the transport and only uses drivers that hold the necessary qualifications. The use of drivers from third countries is only permitted with a valid driver attestation.
2. The common carrier shall provide the driver employed by it with copies of the required permits/attestations and instruct him to present these to **HOCHSTÄDTER** or its customers upon request for the purposes of inspection.
3. If possession of the required permits/attestations cannot be proven, the transport vehicle is deemed not provided and the common carrier will be liable to **HOCHSTÄDTER** for any resulting damage.
4. If the common carrier does not hold the required permits/attestations and is at fault, it shall indemnify **HOCHSTÄDTER** against any and all third-party claims asserted due to the lack of permits/attestations. This particularly includes any fines imposed upon **HOCHSTÄDTER**.
5. The above paragraphs apply mutatis mutandis to cases in which the common carrier instructs a subcontractor to implement the transport order.

#### 5.

##### Driving times and rest periods

1. The common carrier assures **HOCHSTÄDTER** that transport is carried out in strict compliance with the statutory regulations regarding driving times and rest periods in road transport. At the request of **HOCHSTÄDTER**, the common carrier shall furnish appropriate proof of compliance with the driving times and rest periods.
2. In the event of breaches of the statutory regulations regarding driving times and rest periods during order implementation, the common carrier shall immediately inform **HOCHSTÄDTER**. Furthermore, in the event of a culpable breach, the common carrier shall indemnify **HOCHSTÄDTER** against any and all third-party claims asserted against **HOCHSTÄDTER** in connection with the breach. This particularly includes any fines imposed upon **HOCHSTÄDTER**.
3. If subcontractors are used, the common carrier shall ensure that they comply with the regulations on driving times and rest periods. In the event of a culpable breach of the aforementioned obligation, the common carrier is liable to **HOCHSTÄDTER** in accordance with paragraph 2.

#### 6.

##### Demurrage

1. Demurrage (Section 412 (3) of the German Commercial Code (HGB)) is only reimbursed if the common carrier arrives at the point of loading and unloading as contractually agreed. In the event of delays in loading or unloading, **HOCHSTÄDTER** must be informed immediately.
2. In addition, any idle times must be documented in writing by the common carrier (place, date, time, driver's name in block letters, driver's signature, signature of the responsible person at the point of loading/unloading). The aforementioned written document may be replaced with a printout from the tachograph in addition to a declaration signed by the driver.
3. Idle times at points of loading and unloading of up to three hours do not incur demurrage. No demurrage is due on Saturdays, Sundays and any statutory holidays.



## 7.

### Agreements regarding the freight.

1. The freight shall be paid within 30 days of receipt of an invoice. The invoice must be addressed to **HOCHSTÄDTER**.
2. The common carrier shall provide **HOCHSTÄDTER** with the original copies of all transport documents after delivery. **HOCHSTÄDTER** is entitled to a right of retention until said documents are provided.
3. **HOCHSTÄDTER** is entitled to offset all claims due to it against the common carrier.
4. The common carrier is only entitled to assign the freight claim if **HOCHSTÄDTER** has consented to the assignment in writing in advance.

## 8.

### Liability

1. **In the case of national transport, the common carrier is liable for losses and/or damage to goods up to an amount of 40 SDR/kg.**
2. Liability in the case of cross-border transport is governed by the provisions of the CMR.

## 9.

### Insurance

1. The common carrier shall take out carrier's liability insurance incl. CMR coverage which covers its liability pursuant to Section 8 and the cases stipulated in Section 435 of the German Commercial Code (HGB) and Section 29 CMR.
2. At the request of **HOCHSTÄDTER**, the common carrier shall at any time prove the existence of the appropriate insurance coverage and payment of the premiums due.

## 10.

### Minimum wage

1. The common carrier warrants that the drivers engaged by it are paid the minimum wage in accordance with the statutory regulations of the respective country and that the respective applicable documentation obligations are observed. The common carrier warrants only to use sub-contractors who comply with the respective national laws on minimum wage.
2. The common carrier shall inform **HOCHSTÄDTER** without delay of any breaches of the above which affect transport orders placed by **HOCHSTÄDTER**.
3. In the event of a culpable breach of one of the above obligations by the common carrier, it shall indemnify **HOCHSTÄDTER** against all third-party claims asserted against **HOCHSTÄDTER** due to the breach. Besides any potential claims of the employees used, this includes in particular any fines imposed upon **HOCHSTÄDTER**.

## 11.

### Non-disclosure

The parties shall treat all information regarding the other party of which they gain knowledge during the implementation of the contract with confidentiality with regard to third parties, particularly competitors of the parties, unless such information was in the public domain or of state-of-the-art at the time of disclosure or was released for publication by the parties in writing prior to the disclosure or was already known to the receiving party at the time of disclosure. The same



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applies in the case of statutory or regulatory duties to disclose. Where information is disclosed to a third party for the purposes of fulfilment of contract, this obligation must be imposed on the third party by the parties. The parties are not liable for the conduct of such third parties, provided that a corresponding duty of confidentiality has been imposed on them and the choice of third party has been carried out with due care. The parties shall likewise oblige their personnel to comply with this confidentiality obligation and ensure to the best of their abilities that their personnel comply with the general rules of data protection.

## **12.**

### **Applicable law / legal venue**

1. German law applies to the transport order.
2. The exclusive legal venue for disputes arising from the transport order and its preparation is D-33739 Bielefeld. Within the area of applicability of the CMR, this constitutes an additional legal venue.

## **13.**

### **Final provisions**

1. The same words may have different meanings in different legal systems. The German legal meaning of the respective words shall be decisive in foreign-language, i.e. non-German, versions of these Terms and Conditions of Transport.
2. Where individual provisions of this contract are invalid or unenforceable, the validity of the remaining contractual provisions will not be affected. This applies mutatis mutandis in the event that the parties have obviously overlooked a particular point and have therefore failed to agree a provision on the same. In this case, the parties agree to reach a mutually acceptable solution which is in accordance with the economic purpose of the contract.