

Terms and Conditions (Contractor)

1. The contractor must have completed a CMR insurance with the inclusion of article 29. In the event of non-presentation of proof of insurance on the day of lading, insurance cover pursuant to CMR shall be procured at the cost of the contractor. Premiums arising from the cover of insurance cover will be charged to the contractor's freight payment claim by the principal.
2. Regulatory gaps are to be closed primarily on the basis of the individual agreements of the parties to the freight contract and secondarily with the help of the provisions of national law, insofar as non-mandatory provisions are contrary.
3. The liability of the Principal pursuant to sections 414, 455, 468, and 488 HGB is limited to EUR 200,000 per Damage Event. The aforementioned liability limitation does not apply in case of personal injuries, such as injury of life, body and health, if the damage was caused by gross negligence or wilful intent of the Principal or its vicarious agents, or infringement of Material Contractual Obligations, whereas the latter is limited to predictable and typical damages.
4. The Freight Forwarder shall issue a certificate of receipt with reservations noted, if necessary. In case of doubt, the certificate of receipt issued by the Freight Forwarder only confirms the number and type of Packages, but not their content, value, weight or other measurements. Previously loaded or sealed loading units, such as containers or swap bodies and previously transmitted data, the accuracy of the certificate of receipt regarding quantity and type of loaded Packages is vitiated, if the Freight Forwarder notifies the Principal on differences (in quantity) or damages, immediately after unloading the loading unit. The Freight Forwarder must request proof of Delivery from the Consignee in form of a Delivery receipt listing all Packages as outlined in the order or other accompanying documentation. Should the Consignee refuse to issue a Delivery receipt, the Freight Forwarder must request instructions from the Principal. The Principal can demand the Delivery receipt for a period of one year after the goods have been delivered. As receipt for takeover or Delivery of the goods counts any signed document evidence for fulfilment of the order, such as Delivery notes, forwarders certific receipt, consignment note, sea way bill, consignment bill or a bill of lading. The certificate of receipt and Delivery receipt can also be issued electronically or digitally, unless the Principal requests the issuing of a consignment note, sea way bill, consignment bill or bill of lading. Upon conclusion of the contract, the Freight Forwarder must follow all instructions regarding the cargo, unless carrying out such instructions poses disadvantages to his business or damages to consignments of other Principals or Consignees. If the Freight Forwarder intends not to follow an instruction, then the Freight Forwarder shall inform the instructor immediately.
5. When the driver is not allowed to be present when loading or discharging, drivers may mention on the CMR bill the following clause: "with the reserve of supervision".

6. The contractor is under the obligation to note down the declarations made upon granting the order, such as special delivery concerns respectively a special value in the bill of lading.
7. The contractor shall be under the obligation to seal the cargo unit (trailer, container, swap trailer, etc.) with a numbered lead seal and to enter the seal number on the CMR bill of lading. A copy of the CMR bill of lading with the seal number has to be transmitted to InterTEAM by the contractor without delay.
8. In all cases where loading and discharge occurs at more than one location, the Freight Forwarder takes care for the security of cargo until the last Place of Discharge and at all times, but not before the completion of loading in a transport safety manner. The Freight Forwarder shall conduct controls at all Interfaces. The Freight Forwarder shall check completeness and identity of the goods, their apparent good order and condition as well as all seals and locks and record any irregularities in the accompanying documents or via separate notification.
9. The contractor ensures that the driving crew employed by him has valid driver's licences as well as that such drivers transporting dangerous goods have valid ADR certification in addition, that the driving crew has to be trained regularly and that the equipment for transportation of dangerous goods as provided for under statutory regulations are carried. The Contractor must retain the dangerous goods transport document for at least 3 months.
10. Statutory and other possible further going contractually agreed shipment prohibitions/isolation regulations have to be complied with.
11. In the case of temperature-controlled transport, the agreed temperature range must be measured before loading. In the event of deviations, the client must be informed immediately and instructed must be obtained. The agreed temperature range during transportation of cargo under controlled Temperature has to be observed, controlled and recorded in the bill of lading. Temperature controlled vehicles deployed have to be provided with a valid ATP certificate. Preservation of temperature has to be recorded by a cooling unit monitor. Such documentation shall be presented to the principal after delivery without request within a one week deadline.
12. Behind the wheel times and resting periods, maximum speed limits and the maximum permissible overall weights have to be observed and complied with.
13. Reliable and all-round cargo securing equipment and reinforcement of load in the case of partial unloading and reloading as well as traffic and weather related controls of cargo. It is imperative that road safety is safeguarded during unloading activities.
14. Securing of cargo has to be according to applicable laws and guidelines. Deployed staff must be trained and regularly instructed.
15. Vehicles have to be equipped with suitable cargo securing equipment (e.g. cargo straps and chains, edge guards, anti-slip mats, wedges, load bars) by bearing in mind any unusual features of the respective goods to be transported. If needed, the contractor shall call for directives to be given by the principal.
16. The Contractor shall ensure that the driver complies with the requirements of the shipper/receiver which are applicable at the place of loading and at the destination, such as house rules, hygiene or security requirements.

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17. Lot sized acceptance shall be deemed as having been agreed free of charge. Differences have to be noted on the receipt voucher in writing.
18. The contractor shall provide vehicles, trailers and semi-trailers with 2 independently functioning anti-theft devices each (door locks shall not be included in this) and to switch such anti-theft devices on upon leaving the vehicle. Vehicles, trailers, semi-trailers swap trailers and containers and other hold space have to be locked upon leaving. The contractor assures that the drivers are accordingly instructed and monitored.
19. The contractor ensures that vehicles (truck and trailer) will be secured against rolling by using wheel chocks.
20. The freight floors must be flat, undamaged and capable of taking loading by forklift trucks.
21. The Contractor complies with the regulations (EC) No 1072/2009 of the European Parliament on common rules for cabotage transports. The Contractor, who has no branch or office in Germany, has to make sure, that the proofs for the cross-border transport and for each single cabotage transport are carried during the period of transport and will be handed out upon request for examination to any inspecting officer.
22. In the event that the contractor should not transport goods as own-name transaction, exclusively due diligent and reliable sub-contractors shall be engaged, who also abide by the requirements as set forth under this contract. Sub-contractors engaged by the contractor have to be identified upon request of the contractor.
23. Assigning the contract to third parties without consent by the principal shall not be permitted.
24. The use of freight auctions by the Haulier is prohibited
25. The contractor undertakes not to use the information about customers of the client, from whom he becomes aware during the cooperation with the client, (Name, address, telephone number, email addresses and in particular, business secrets, customer data, business relations and business strategies). The information may neither be used for business or otherwise be made available to third parties, unless this is necessary to fulfil a contractual obligation to the client. The contractor assures the client not to enter into direct business contact with customers of the client and also not indirectly through third parties (Commission agents, sales representatives or commercial agents, etc.) to establish such business connections. The contractor undertakes to pay a contractual penalty of EUR 50,000.00 to the client for any culpable infringement, against an obligation under this contract. excluding the objection of the continuation of offence.
26. In order to safeguard uninterrupted flow of information, the contractor shall ensure correct and timely transmission of relevant information, e.g. safety data, order status, reference numbers of the principal.
27. Transshipment shall be prohibited, if nothing to the contrary has been agreed.
28. Without prior consultation and only after approval by the principal, the driving staff may not, under any circumstances, open packaging or change product identifications.

29. Vehicles have to be free from moisture, clean, odorless, hygienically and free from nails as well as in a perfect condition with a pleasant visual appearance and comply with the statutory and official regulations and suffice the necessary requirements as regards goods to be laden upon granting the order. Vehicles have to be equipped with reusable on-board cargo facilities and equipment as well as side plates or floor guide strips and wooden slot boards.
30. The Contractor shall ensure that, no later than 12 months after the market introduction of a new emission class with higher requirements, all vehicles used to provide the contracted services comply with this new emission class. The use of environmentally friendly technologies is preferred. This includes vehicles with alternative drive systems such as CNG, LNG, electric or fuel cell as well as their respective hybrid versions.
31. For transportation of food, the contractor must either be certified in accordance with applicable rules and standards. If a subcontractor is entrusted, the contractor must fully guarantee the demands of the applicable regulations and standards.
32. The forwarder/entrepreneur is under the obligation to exchange changeable pallets (if EURO-pallets: suitable for fresh products and according to EPAL-guidelines) one-on-one at loading and unloading point. Receipts have to be supplied to us 7 days after delivery date latest, otherwise changeable pallets will be charged according to the cost assessment at the expense of the non-fulfilling party. The Rules (Link: www.interteam.eu/palettentausch) for the double exchange of pallets in the transport of goods on standardized, interchangeable reproductive (pool) pallets. (Kölner Exchange) are considered as agreed.
33. The contractor shall be held liable for damages and consequential damages, which should result due to inadequate properties of vehicles.
34. Special obligations apply to the transport of valuable goods (such as money, precious metals, jewelry, watches, gems, art objects, antiques, cheque cards, credit cards or other means of payment, securities, values, documents, spirits, tobacco products, consumer electronics, telecommunication equipment, computer equipment and accessories as well as chip cards.) with a value of at least 100 euro/kg. Only box vehicles, containers, Boxed swap bodies or semi-trailers with grid-reinforced tarpaulins may be used for transport. The loading space must be secured with particularly suitable locking or locking systems which correspond to the state of the art. The vehicles may not be left unattended during the duration of the transport. Guarded parking lots or guarded forwarding-/freight yards must be used. The transport must be tracked at any time with a GPS monitoring system. In the case of transport-induced handling, the interface controls must be adhered to and documented, as well as any intermediate storage in specially secured rooms with a limited access authorization and separate input and output control, separately from other goods handling materials.
35. The authorization to receive goods has to be carefully examined before delivery. Goods may under no circumstances be handed out to unauthorized third parties. In cases where authorization for handover should be unclear, further instructions from the principal have to be obtained.

36. Terms of payment: 45 days after receipt of invoice or date of credit note (2 payment runs per month). Clause 35 of these Terms and Conditions is underlined.
37. Invoices shall be accepted and paid only with validated original waybill, date, stamp, signature and name of recipient in block letters. Credit notes, if agreed, will be issued also only against receipt of validated original waybill, date, stamp, signature and name of recipient in block letters. Clause 7 of these Terms and Conditions is underlined. The waybill (§ 38, paragraph 1 is underlined) must be unsolicited presented to the principal within 14 days after delivery. In case of late submission a handling fee of 45,00 € will be charged. Clause 37 of these Terms and Conditions is underlined (set-off right).
38. According to the reverse charge mechanism, article 196 EU VAT council directives, verifiable company details are required for freight payment. The VAT number must be valid and the company details must accord to the tax registration. Verifiable name, legal form and location are stringently required.
39. The remuneration/freight depends on the individual order. Due to damages or other counterclaims the client is entitled to a right of retention and right of offsetting. The services according to the Freight Forwarding Contract are compensated with the agreed remuneration, if this remuneration includes the costs for transportation and warehousing. Supplemental claims for costs occurred during regular transportation or warehousing and which were foreseeable at the time of the offer, cannot be claimed separately, unless otherwise agreed. Calculation errors are at the expense of the calculator. The agreed remuneration is deemed to be "all in" – Remuneration plus any applicable statutory sales tax.
40. Demurrage: The loading and unloading time per Place of Loading and Discharge – for full truck load shall be maximum 2 hours per loading and per unloading in general. The times shall be reduced appropriately for Vehicles with a lower maximum permissible weight in the individual case. Idle time shall solely be accepted against original idle time attestation by the deliverer in accordance with consignment note reflecting date, time (arrival/close of unloading) stamp and signature and as of notification as well as upon presentation of the basis for calculation.
41. Upon termination of the contract by the principal, the contractor, in deviation to § 415 HGB, para. 2 is entitled to a refund of the freight in the amount of 5% of the agreed freight. The contractor may request furthermore the reimbursement of actual expenses incurred up to the date of termination not exceeding the amount stated to in § 415 para. 2 no. 2 HGB, if the termination is not due to reasons which are beyond the control of the contractor. The contractor must then prove that the expenses not exceeding the amount stated to in § 415 para. 2 no. 2 HGB. were actually incurred.
42. The contractual relationship between customer and contractor remains unaffected even if the contractor will assign his claims towards the customer to a factoring company. The customer keeps generally the unrestricted right to fulfill his claims direct towards the contractor and not towards a factor. In case of an assignment of claim by the contractor to a factor and only with a proof of the assignment of claim by the customer prior to the transport order is it possible to pay to a factor on behalf of the contractor.

43. Changes and additions to the contract are subject to written form. This also applies to a waiver or amendment of this written form clause.
44. German law applies exclusively.
45. The place of jurisdiction for all legal disputes arising from the transport contract, its initiation or in connection therewith is for all parties, as soon as they are merchants, Hamburg. The foregoing jurisdiction agreement shall apply in the case of article 31 CMR and § 46 para. 1 CIM as additional agreement, in the case of articles 39 CMR, 33 MU, 28 WA not.

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