

# General Terms and Conditions TRANSCO GmbH

## I. General Provisions

### § 1 Legal Basis

German law applies. In particular, the statutory provisions of the HGB (German Commercial Code) / GüKG (Goods Transport Act) apply to domestic transport; in cross-border transport, the CMR Convention applies primarily.

### § 2 Scope

1. These terms and conditions apply to all contracts for the execution and arrangement of domestic and international cross-border transport services and orders, as well as any additional services, unless otherwise legally mandated. They also apply to future contracts of the same type.
2. Orders may be placed electronically, including by email or fax. Oral orders are also permitted.

### § 3 Contract Components

1. The components of the contract are:
  - a) the transport order,
  - b) any additional agreements made, such as price agreements, and
  - c) these general terms and conditions.In the event of conflicts between these general terms and conditions and the other contract components, the provisions of the contract components shall take precedence in the above order.

### § 4 Subject Matter of the Contract

The subject matter of the contract is the remunerated execution and arrangement of domestic and international cross-border transport services and orders, as well as any additional services.

## II. Liability and Insurance

### § 5 Liability

1. The carrier (hereinafter "Carrier") is liable to TRANSCO GmbH (hereinafter "TRANSCO") in the context of domestic transport for loss/damage at 40 Special Drawing Rights per kilogram of gross shipment weight.
2. To the extent that TRANSCO GmbH is liable to its client to a lesser extent, TRANSCO GmbH will inform the Carrier of this after the occurrence of damage. In such cases, the Carrier's liability is limited to the amount agreed between TRANSCO GmbH and its client.
3. For cross-border road transport, the mandatory provisions of the CMR Convention apply.

4. The Carrier fully and irrevocably indemnifies TRANSCO GmbH against all direct and indirect claims from third parties resulting from insufficient implementation of legally required anti-terrorism measures by the Carrier.

## **§ 6 Insurance**

1. For cross-border transport, the Carrier guarantees the conclusion of cargo liability insurance of €2.5 million per claim and incident.
2. The Carrier is further obliged, at its own expense, to maintain operational and environmental liability insurance with a coverage of €2.5 million per incident for property and personal damages, €100,000 for financial losses, and motor vehicle liability insurance for each vehicle used for TRANSCO GmbH with coverage of €50 million for property and personal damages.

## **III. Documentation and Proof Obligations**

### **§ 7 Permits/Authorizations**

The Carrier assures that the necessary permits, authorizations, and licenses under §§ 3 and 6 GüKG for transport execution are in place and must be carried on each trip. Insurance policies and permits must be submitted with the order confirmation.

### **§ 8 Compliance with Legal Proofs and Documents by Subcontractor**

#### **1. Obligation to Document**

The subcontractor is required to independently obtain, carry, and present all legally required proofs and documents to competent authorities or the client, which are necessary for the agreed services. This includes, but is not limited to:

- Business registration
- Certificates of no arrears from social insurance and tax authorities
- Accident insurance proof
- Valid driver licenses and driver cards for digital tachographs
- Transport liability insurance
- EU and CEMT permits
- ADR certificates for hazardous goods
- Customs approvals, including AEO certification
- Environmental certificates
- Proof of compliance with specific national requirements for foreign branches

#### **2. Minimum Documentation for Cross-Border Transport**

The subcontractor must carry and ensure the validity, completeness, and correctness of the following documents:

- Community license under Regulation (EC) No. 1072/2009
- CEMT permit for non-EU/EWR countries
- Freight transport permit or operating license under national laws
- Proof of compliance with minimum wage law
- CMR waybills
- ADR documents for hazardous goods
- Customs papers like Carnet TIR or Carnet ATA
- Certificates of compliance with social regulations for driver posting

- Insurance proofs, especially cargo liability insurance
  - Vehicle registration and TÜV certificates
  - Proof of driver qualification (BKrFQG)
3. **Independent Information Gathering**  
The subcontractor is solely responsible for staying informed about the current legal requirements in all destination and transit countries and ensuring all required documents are up to date, complete, and correct.
  4. **Forwarding to Main Client**  
The subcontractor must immediately provide all relevant information and proof regarding required documents to the client.
  5. **Liability of Subcontractor**  
The subcontractor is fully liable for any damages, delays, or legal consequences arising from non-compliance. The subcontractor indemnifies the client against claims by third parties resulting from violations.
  6. **Changes in Legal Requirements**  
The subcontractor's obligations remain even if legal requirements change after the contract is concluded.

#### **§ 9 T1/T2 Consignment Note**

If goods are accompanied by a T1/T2 consignment note, the Carrier must deliver the goods and related T-documents intact and unchanged to the destination customs office within the prescribed time. Any damages arising from non-compliance make the Carrier fully liable.

#### **§ 10 Carrier's Inspection and Documentation Duties**

1. The Carrier must document receipt and delivery on waybills or electronic systems, including date, time, name in block letters, and signature.
2. The Carrier must check packages for identity, completeness, and integrity of seals at each interface and report irregularities to TRANSCO GmbH.
3. "Interface" refers to transfer of goods from one legal entity to another or delivery at the end of a transport leg.
4. Any irregularity must be confirmed in writing by both the handing-over and receiving parties.

#### **§ 11 Proof and Currency**

All documents must be current and valid and provided upon request within five business days.

#### **§ 12 Legal Consequences of Non-Compliance**

Non-compliance allows the client to terminate the contract without notice and claim damages.

### **IV. Operational Requirements**

#### **§ 13 Driving Personnel/Driving and Rest Times**

1. The Carrier must employ only personnel with required work permits under §§ 7b and 7c GüKG and carry all official certificates and permits on each trip.
2. The Carrier must comply with legally required driving and rest times and maintain corresponding records for inspection by TRANSCO GmbH.

#### **§ 14 Transport Disruptions**

Any delays must be reported immediately, especially accidents or obstacles, and instructions must be obtained from TRANSCO GmbH.

#### **§ 15 Prohibition of Transshipment**

1. Goods may only be transshipped with prior approval from TRANSCO GmbH.
2. Transfer of transport orders to third parties without written consent is prohibited; a contractual penalty of €500 applies.

#### **§ 16 Load Carrier Exchange**

1. If agreed, the Carrier must return load carriers to the nearest TRANSCO GmbH branch within 10 days at its own expense.
2. Failure allows TRANSCO GmbH to invoice load carriers; amounts can be offset against freight.
3. Rates: €20 per Euro pallet, €100 per Euro mesh box; freight costs for exchange billed separately.
4. Non-exchanging recipients must confirm on waybills.

#### **§ 17 Loading and Unloading**

1. Unless otherwise agreed, the Carrier is responsible for loading/unloading, deviating from § 412 HGB.
2. Carrier is responsible for safe transport loading and guarding goods.
3. Agreed loading/unloading times must be strictly followed. Delays allow TRANSCO GmbH to provide a replacement vehicle; Carrier is liable for resulting damages.
4. Carrier must announce readiness; loading/unloading begins after TRANSCO GmbH acknowledges and has had reasonable time.

### **V. Compliance with Legal Regulations**

#### **§ 18 Compliance with Laws**

1. Carrier must comply with all transport-related legal provisions, including weight, dimensions, cabotage, and hazardous materials/environmental laws.
2. Carrier must ensure safe loading/unloading and provide adequate securing devices.
3. Penalties from non-compliance are borne by the Carrier.
4. Carrier indemnifies TRANSCO GmbH against third-party claims arising from non-compliance.

#### **§ 19 Posted Workers/Minimum Wage Law**

1. Subcontractor must comply with AEntG and MiLoG and ensure subcontractors do so.
2. Obligations include paying minimum wage, providing proof, recording work hours, registering with authorities if based abroad, and indemnifying the client.

#### **§ 20 Anti-Terrorism**

1. Carrier guarantees compliance with EU anti-terrorism regulations.

2. Ensures company, employees, subcontractors, clients, and suppliers are screened and not associated with terrorist entities.
3. Carrier indemnifies TRANSCO GmbH against third-party claims from non-compliance.

#### **§ 21 Customs and Import Procedures**

1. Carrier must properly handle export procedures for shipments outside the EU.
2. Compliance with Customs Code, AWG, AWW, and IT procedure ATLAS-Export is required.

#### **§ 22 Use of Subcontractors**

1. Using a third party requires prior notification; TRANSCO GmbH may refuse.
2. Carrier ensures compliance by subcontractors.
3. Carrier liable for damages from non-compliance.

### **VI. Vehicle Requirements**

#### **§ 23 Traffic Safety and Load Securing Material**

1. Vehicles must be technically sound, clean, safe, and suitable for the goods.
2. Adequate load securing material and PPE must be carried.
3. Minimum 16 straps; Tautliners: minimum 32 boards.
4. For food transport: hygiene compliance and separation of goods required.
5. Vehicles must be inspected for safety and equipment completeness before transport.
6. Load must be secured against movement or damage.
7. Vehicle breakdown does not relieve Carrier of obligations; replacement vehicle must be provided.

#### **§ 24 Compliance with Public Law**

1. Carrier guarantees possession of all required permits and licenses.
2. Loss or revocation of a permit must be reported immediately.
3. Carrier guarantees compliance with national/international laws, driving/rest times, and hazardous materials regulations.
4. Carrier ensures proper employment and minimum wage compliance.
5. Hazardous goods transport: only qualified personnel with ADR certification.
6. Driver must carry specified safety equipment.
7. Carrier must provide documents and licenses to TRANSCO GmbH upon request.
8. TRANSCO GmbH may perform inspections.
9. Zero tolerance for alcohol/drugs for drivers.
10. Carrier must compensate TRANSCO GmbH for damages and fines from non-compliance.

### **VII. Miscellaneous Provisions**

#### **§ 25 Confidentiality**

1. Carrier must keep all information confidential.
2. Unauthorized disclosure incurs a €5,000 penalty; further damages may be claimed.

3. Confidentiality survives contract termination.
4. Carrier must ensure subcontractors comply; client protection is granted.

#### **§ 26 Cash on Delivery/Tolls**

1. COD, freight collect, duties, and VAT must be collected by the delivering driver.
2. Non-compliance: Carrier liable.
3. Additional costs: Carrier liable.
4. Carrier liable for damages to TRANSCO GmbH from toll collection failures.

### **VIII. Final Provisions**

#### **§ 27 Assignment**

Carrier may not assign rights or obligations without prior written consent of TRANSCO GmbH.

#### **§ 28 Jurisdiction**

Exclusive jurisdiction is Konstanz, unless CMR mandates otherwise.

#### **§ 29 Severability Clause**

1. Invalid provisions do not affect the remainder of the contract.
2. Amendments must be in writing, including waivers of written form requirement.
3. No oral side agreements have been made.