



Head Office St. Ingbert
DE-66386 St. Ingbert
Geistkircher Str. 10

Department: Management

Phone: +49 6894/9970-0

E-Mail: dispo@spedition-luckas.de

Date: 29. Januar 2024

General Terms and Conditions for Subcontractors in Permanent Employment

1.) Master data of the subcontractor

Prior to the first transport, the subcontractor shall provide all the necessary data required to ensure a regulated deployment.

The following data is mandatory for punctual payment:

full address, telephone number, fax number, email address, VAT ID no., copy of valid EU licence, copy of valid insurance confirmation, bank details.

Expired licences and insurance confirmations must be forwarded without being asked.

2.) Equipment of the vehicles used

The vehicles used must be clean, odourless and leak-proof.

A technically flawless lorry is a prerequisite.

All vehicles must be equipped with sufficient edge protectors, anti-slip mats (thickness 8 mm), 18 tension belts of 2500 dan tensile force each with long lever ratchets, customs cord, 2 tension boards and at least 4 side boards per bay.

In case of insufficient load securing materials, the purchase at the loading point is at the expense of the subcontractor.

You agree to a charge in the event of loading by the customer. In the event of non-provision due to a lack of load securing materials, the costs for the procurement of a replacement vehicle shall also be borne by the subcontractor.

Bankverbindungen:



3.) Order transmission

The contractor receives each transport order by email. He also receives an invoice for the agreed freight price.

The specified order data is binding. The contractor checks the information contained in the order and confirms this by accepting the order.

4.) Transport process

Before each loading and unloading, the contractor is obliged to check the goods for any kind of damage. Acceptance of the goods in quantities is obligatory. In the event of any kind of discrepancies or damage, our dispatch department must be informed before departure and instructions must be obtained.

Open damage and differences in the number of items must be noted on the CMR before departure and must be signed by both the driver and the sender on the consignment note. Proper securing and lashing of the goods is the responsibility of the subcontractor.

During transport, the contractor must protect the goods from damage, moisture and theft. Rest breaks are only permitted in guarded car parks.

5.) Bases of liability

The German Commercial Code (HGB) applies as the basis for liability, according to which you are liable to us for a maximum of 40 special drawing rights per kilogramme of the gross weight of the consignment. In the case of national transport, the applicable German law shall apply; in addition, the CMR shall apply to international transport.

The subcontractor is prohibited from exercising a lien on the goods handed over to you or asserting a right of retention. You expressly agree that outstanding claims of ralog GmbH may be offset against outstanding claims of the subcontractor.

6.) Pallets and other loading equipment

The Cologne pallet exchange rules apply if the exchange of loading equipment has been agreed (www.bgl-ev.de/images/downloads/service/palettentausch.pdf).



If Euro pallets, pallet cages and other exchangeable loading aids are loaded, the **subcontractor is obliged to document the non-exchange on all documents.** The mere receipt of the goods by the recipient is not sufficient as confirmation! For loading equipment debts we charge 13 € per Euro pallet plus 25 € processing fee.

7.) Damages

If the recipient notices any reservations on the consignment note upon delivery, we must be informed immediately and instructions must be obtained from us. The contractor shall document damage with photos and inform his insurance company immediately in the event of damage. The delivery documents must be sent to us immediately by fax or e-mail for checking.

We will send you a liability authorisation for reservations made by email.

Receipt of the liability authorisation must be confirmed to us in writing.

We expressly point out that you are only required to confirm receipt of the liability guarantee; it is not an acknowledgement of loss!

If you do not confirm receipt, you agree that we will send you the liability claim by registered letter with acknowledgement of receipt, for which we will charge a processing fee of €25.

8.) Billing and accounting

Payment is generally made after 7 days unless you have agreed a shorter payment term with us. The prerequisite is that you have provided us with all necessary original delivery documents (delivery notes + CMR consignment notes, pallet notes, weighing notes). In the event of incomplete or missing documents, payment can only be made once we have received the customer's authorisation for payment. We would like to point out that in this case the payment term will be significantly extended.

Upon termination of the co-operation - even temporarily - the final payment is extended to 45 days. You agree that the shortened payment term shall not apply in the event of termination. Invoices shall not become due until all outstanding original receipts have been received by us and any discrepancies regarding damage, pallet debts, purchase of loading aids at the loading points, etc. have been clarified. The subcontractor is not authorised to assign its claims. We also reject assignments to factoring companies.



9.) **“MiLoG“/Minimum wage law**

The Contractor undertakes to fulfil all obligations incumbent on it under the Minimum Wage Act (Milog) when executing the Client's orders:

- a.) to pay the minimum wage in accordance with § 20 MiLoG to all employees it employs in Germany in good time within the meaning of § 2 MiLoG.
- b.) to record the start, end and duration of the daily working time of its employees by the end of the seventh calendar day following the day on which the work was performed at the latest and to keep these records for at least two years from the date on which the record was made.
- c.) The Contractor undertakes to deploy foreign drivers from third countries only with the required work permit. He further undertakes to ensure that the driving personnel possess an official certificate with an officially certified translation in German in accordance with Section 7b (1) sentence 2 GüKG (new version) and carry it with them on every journey.
- d.) The Contractor undertakes to hand over all documents to be carried to the Client for inspection upon request by the Client.
- e.) The Contractor undertakes to pass on the corresponding general instructions to its personnel.

The Contractor further undertakes to include this obligation to submit and the other obligations already described above in the freight contract with performing carriers and to use only those carriers who reliably fulfil the requirements of Section 7b GüKG as amended: the Contractor undertakes to monitor compliance with these regulations by the performing carriers.

f.) Required documents

The contractor assures that he has the necessary permits and authorisations for the transport in accordance with §§ 3, 6 GüKG as amended (driving licence, proof of insurance, certificate of good conduct, Euro licence, third country permit, CEMT permit).



g.) Exemption

The Contractor undertakes to indemnify the Client against any third-party claims under civil law in the event of any breaches of the obligations described in a.) above. German law shall apply.

10.) GüKBillBG

With regard to the provisions of the Act to Combat Illegal Employment in Commercial Road Haulage (GüKBillBG), which came into force on 7 September 2001, and the associated control obligations of the client as well as the threat of fines of up to € 250,000 for the carrier and client, you assure us as follows by accepting the freight contract:

- a.) To have the permit and authorisation required for the transport in accordance with §§ 3, 6 GüKG (permit, Euro licence, third country permit, CEMT permit, ADR certificate, etc.).
- b.) Only deploy drivers from third countries if they are in possession of a work permit required in the country of your company and ensure that the drivers have an official certificate with an officially certified translation in German and French in accordance with Section 7b (1) sentence 2 GüKG and carry it with them on every journey.
- c.) to instruct your drivers to present all documents carried to us or our client for inspection upon request.
- d.) In the event that transport is carried out without own vehicles and own driving personnel, to use only those carriers who reliably fulfil the requirements of § 7b GüKG and to monitor compliance with this regulation by the executing carriers.

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Signatory

Wir sind bei der Mannheimer Versicherung AG speditiousversichert und arbeiten auf Grund der ADSp – neueste Fassung.
Wir verweisen insbesondere auf die vom Gesetz abweichenden Haftungsbeschränkungen von Ziffer 23 und 24 ADSp.
Auf Anfrage übersenden wir Ihnen gerne den vollständigen Text der ADSp.

Geschäftsführung: Peter Luckas, Heiko Lieder | Prokurist: Peter Stürz | Amtsgericht Saarbrücken HRB-32898 | USt-ID: DE 812 010 892

Bankverbindungen:

Kreissparkasse Saarpfalz | BIC: SALADE51HOM |
IBAN : DE80 5945 0010 1011 3717 11

Sparkasse Saarbrücken | BIC: SAKSDE55XXX |
IBAN : DE30 5905 0101 0029 0148 00