

General terms and conditions for transportation services

These General Terms & Conditions shall apply to all transportation services ordered by companies belonging to the Willi Betz Group. The contractor's general standard terms and conditions shall not apply, regardless of whether they contain differing or amending provisions compared with these General Terms & Conditions. These General Terms & Conditions shall also apply in the event that the ordering Betz Company, being aware of differing or conflicting standard terms and conditions of contractor, performs under the agreement without reservation. The contractor will provide its services on the basis of the national laws and regulations applicable for transportation and forwarder services and on any regulations which compulsorily apply in the European lorry sector (e.g. "CMR"). The following terms & conditions shall apply supplementary.

1. The contractor shall not provide transportation services for customers of the Willi Betz Group during the business relationship and for one year after the business relationship has ended. This shall not apply in cases where customers of the Willi Betz Group are already customers of the contractor at the time when the business relationship is established.
2. The contractor shall maintain transport liability insurance in accordance with the relevant legal regulations concerning the carriage of goods to provide coverage for damage to goods of at least € 500,000.00 per single transportation. This amount must also be made available by the insurer in the event of a qualifying claim e.g. in accordance with Art. 29 CMR.
3. The contractor shall guarantee that he is in possession of all necessary transportation and employment related permits and licences legally required and that he shall not use employees or subcontractors which do not meet these requirements as well. The contractor shall submit the necessary permits on Betz' request.
4. The contractor will observe all and any cabotage regulations which may apply.
5. The contractor undertakes to comply with the code of conduct for suppliers of the Willi Betz Group.
6. Subcontractors may only be used with the prior written approval of the ordering Betz company. In the event the contractor got the approval to subcontract, he shall ensure that the used subcontractors have valid insurance coverage in place in accordance with Clause 2 of these Terms & Conditions and fulfils the requirements of Clause 3 to 5 hereto..
7. The contractor shall be responsible for the safe and reliable loading of the vehicles and shall ensure that he has sufficient tie-downs (tension belts, edge gliders, etc.) available. The used lorries have to be in perfect technical order. The loading area must be clean and free of odours. Unless otherwise agreed, the loading of additional goods or reloading of goods is absolutely prohibited.

8. If the contractor is instructed to swap loading accessories, the contractor will be invoiced for any loading accessories that have not been swapped. As a general rule, if instructions for swapping loading accessories are issued, care must always be taken to ensure that a written loading accessory record is kept.

9. Visible packaging defects, obviously insufficient packaging labelling or incorrect or incomplete details in the transport documents, particularly quantity variances between the actual and the stated numbers of packages must be notified without delay to the ordering Betz Company.

10. The lorry must not be parked and left unattended during transportation.

11. The contractor shall be invoiced for any costs incurred because of the contractor's failure to comply with the agreed deadlines.

12. The contractor shall immediately confirm any placed transportation service via fax or e-mail stating the lorry's number plate.

13. The transport rate specified in the transportation order is assumed to be inclusive of all costs and surcharges, but exclusive of statutory tax (e.g. VAT) and is payable 30 days after receipt of the invoice/issue of the credit note and the acknowledged (CMR-) consignment note.

The ordering Betz Company shall be entitled to offset any claims arising from the transport contract (such as claims for damages) against any transport claims of the contractor.

14. The contractor expressly undertakes to comply with the relevant regulations governing driving times, rest times and working hours.

15. The contractor must notify the ordering Betz Company immediately of any delays, damage, impending immobilisation times or other circumstances that could jeopardise the observance of the agreed deadlines. Immobilisation times must be confirmed on the consignment note by the sender/recipient signature together with the company stamp and stating date/time.

16. The order shall be subject to the relevant legal provisions relating to the carriage of goods that are in force at the location of the ordering Betz Company, unless any mandatory e.g. CMR regulations apply. At Betz' discretion, the place of jurisdiction shall either be contractor's domicile or the domicile of the relevant ordering Betz Company.

17. Any changes or amendments to this agreement must be made in writing. This formal requirement may only be waived in writing.