

Transport and Loading Conditions

As discussed over the telephone, you will perform the stated transport for us. The following conditions are agreed:

1. The receipted delivery notes, proof of delivery and packaging receipts must be provided to Spedition Schumacher International GmbH, hereinafter referred to as the Schumacher GmbH, without undue delay, at the latest, by the 3rd business day after completing the transport service.
2. The payment terms are 30 days upon receipt of the invoice and all original proof of delivery. Temperaturecontrolled transport also requires submission of correct and complete temperature records and the completed vehicle safety checklist as a prerequisite for maturity. You may not sell your claims to a factoring company.
3. In accordance with your assignment order, the vehicle crew must notify the competent employees at the loading and unloading point in the name of the Spedition Schumacher International GmbH, unless agreed otherwise.
4. Transport under the German Commercial Code [Handelsgesetzbuch, HGB] (within Germany) and the CMR Convention (cross-border) and under express exclusion of the General German Freight Forwarders Conditions [Allgemeine Deutschen Spediteurbedingungen, AdSp]. The application of German law is agreed for relationships with non-German contract parties. By accepting the transport order, you confirm the unrestricted coverage of your carrier insurance under the German Commercial Code and/or CMR Convention. Current confirmation from your insurer must be submitted before your first transport order or at any time if requested by Schumacher GmbH. You must fulfill all obligations of your liability insurer (theft insurance, etc.).

Before performing your first order, the following documents must be submitted to Schumacher GmbH by email:

- Letterhead
 - EU license
 - Current insurance confirmation
 - Current statement concerning the German Minimum Wage Act [Mindestlohngesetz, MiLoG] (form will be sent)
 - Self-disclosure (form will be sent)
 - Any certificates
5. Before an insurance claim occurs, the contractor must:
 1. Secure loaded vehicles, swap bodies, trailers and other containers against theft, especially when parked at night, on weekends or holidays and during rest periods.
 2. When transporting sensitive goods (e.g., consumer electronics, EDP technology, spirits, etc.): - Use vehicles with trunks sealed on all sides - Only park loaded vehicles on permanently monitored and completely enclosed (fenced off) lots or parking spaces or in locked halls - When transporting refrigerated goods, regularly check and service the refrigeration units
 6. For all transport, the company will be liable under the regulations of the German Commercial Code concerning the freight, conditional on liability for goods damage under Section 449(2) Number 1 of the German Commercial Code being 40 special drawing rights per kg of raw weight of the lost or damaged goods. If liability is lower in the relationship between the principal and the principal's customer, the company's liability will be reduced by the same amount.

7. You have obtained or will obtain all permits necessary for transport in time. Transport requires a valid EU license.
8. Transport to Great Britain furthermore requires compliance with the "Code of practice" for vehicles to protect against the transport of illegal immigrants, issued by the British Border Force in accordance with Section 33 of the British Immigration and Asylum Act. For this, the carrier will receive a copy of the internal work instructions and of the vehicle checklist to be kept and completed by the driver. The completed checklist must be provided to Schumacher GmbH with the freight invoice. The carrier confirms to have instructed his or her drivers about the application of the work regulations and checklist and to comply with these instructions. The vehicle must be adequately secured through sealing and a safety lock. The number of the seals/locks must be included in the freight papers. Damage to or removal of the seal/lock must be documented (with witnesses). Suspicions of unauthorized persons inside the vehicle must be reported to the local authorities and to the Schumacher GmbH without undue delay. In Belgium and France, the vehicle may only stop on secure and monitored parking places. The vehicle may not be parked within 300 km of Calais, France. During all rest periods, the tractor unit must be disconnected and parked so that the trailer doors cannot be accessed. Furthermore, the carrier must secure all trailer door screws with welding spots to prevent unauthorized access.
9. In case of problems during handover or transport or with customs or delivery or in case of delays of any kind, Schumacher GmbH must be informed without undue delay. In case of breakdowns and/or emergencies, the competent authorities must be informed. If a time period cannot be met, please inform the scheduling management at least 1 hour before the start of the agreed time period. Otherwise, €75.00 will be charged per time period or deducted from the freight. If a time period is not met, all demurrage claims will expire. Number in case of problems / for time period regulations: +49 2405 46 43 300
10. Unit-based handover has been agreed on. During loading, the vehicle crew must ensure that goods are loaded diligently and in a transport-safe manner. The vehicle crew must report if this cannot be ensured. Irregularities must be recorded on the CMR consignment note. By signing the CMR consignment note, the carrier confirms the proper and complete loading/handover of the goods at the loading/departure place. It is agreed that the carrier will be responsible for securing the load, especially in case of partial loading or unloading. The carrier must ensure that the vehicle is equipped with suitable load securing equipment (e.g., bars, lashing straps, etc.) on board. During the handover, the vehicle crew must check the cargo's external intactness and implement corresponding load securing measures. The carrier/vehicle crew will be responsible for regularly checking and properly securing the cargo for the entire transport route. Load securing and subsequent securing must also be ensured until the final unloading point in case of partial unloading.
11. You must ensure and maintain food safety, lawfulness and quality. The vehicle used, including attachments and trailers, must especially be in odorless, clean, tight, dry and technically flawless condition suitable for transporting food. We require a valid ATP certificate. As a contractor, you assure compliance with respectively current laws, regulations and hygiene requirements.
12. You must ensure adequate pre-cooling of your refrigeration unit of at least 1 hour before commencing loading at the specified loading point. You must comprehensively document the refrigeration chain using a calibrated temperature recorder/data logger and must print and archive these records in compliance with legal storage periods, though at least for 40 months. Regular vehicle maintenance, especially refrigeration equipment, is required i.e., you must operate and document the refrigeration unit, refrigeration body and the temperature recording system and must provide corresponding proof if requested. Furthermore, you must regularly clean the vehicle and its superstructures internally and externally and must document this cleaning and, if requested, must provide corresponding proof. Compliance with the temperature control specified by the order or instructed by the shipper is agreed and mandatory. The vehicle crew must have the shipper record the transport temperature on the consignment note/CMR consignment note. Furthermore, the vehicle crew must check and confirm the handover temperature in writing on the consignment note/CMR consignment note. If the handover

temperature differs from the stated transport temperature by more than 1° - 2° C, loading must be stopped and further instructions must be obtained from the principal (Schumacher GmbH). The vehicle crew must ensure proper circulation of the cooling air. In case of non-compliant loading, loading must be stopped and further instructions must be obtained from the principal (Schumacher GmbH). The vehicle crew must carry a calibrated or gauged temperature measuring device to check the handover temperature.

13. Reloading and additional loading prohibition: Reloading and mixed loading of goods requires the prior permission of Schumacher GmbH. If such permission is granted by Schumacher GmbH, the carrier must practice due diligence. Transport orders may not be transferred to third parties without written permission of Schumacher GmbH. Transfers to third parties without permission will result in a contractual penalty of € 500.00. Schumacher GmbH expressly reserves the right to exercise further damage claims.
14. Transporting human beings and/or live animals in loading units is prohibited.
15. The company will be responsible for compliance by his or her driving personnel with social security, labor, tax and other applicable laws. The company expressly assures to have checked whether his or her drivers or vicarious agents are listed on the sanctions lists under European Council Regulation (EC) No. 2580/2001 or (EC) No. 881/2002 and to not use these drivers for transport under this contract in case of a match. If it becomes foreseeable when the order is awarded that the order cannot be performed under the above regulations, we must be informed in writing. We expressly note this point to prevent delays when delivering the freight.
16. Transport across toll roads. As the party owing the toll, you assure compliance with applicable national laws and regulations. You especially assure that you will pay the legally required toll for the transport and that you will use the toll road to the respective extent.
17. Transit cargo must be coordinated with us in advance. We must first be given an opportunity to negotiate new cargo with our customer. If this is not done, we cannot guarantee payment for the transit cargo.
18. You waive the exercise of the contractual forwarding rights and rights of retention under Section 20 of the General German Freight Forwarders Conditions and Section 440 of the German Commercial Code.
19. Any delays must be reported to the scheduling unit without undue delay. Demurrage: No demurrage will be charged for 6 hours per loading and unloading. After the 7th hour, we will pay demurrage of € 35.00 per hour that started (on business days), unless you are responsible for the delay.
20. Step-by-step pallet exchange at the loading point is agreed. Exceptions require a separate written agreement. The carrier must obtain a proper receipt for pallet exchanges. If the carrier fails to perform this exchange, we, as the principal, may invoice the non-exchanged pallets as follows after at least 14 days:

Euro pallets: € 10.50/pallet
Düsseldorf pallets: € 8.00/pallet
H-1 pallets: € 100.00/pallet

A processing fee of € 20.00 will be added to the invoice amount and will be charged even if the invoice is cancelled. Our prices are subject to an invoice for non-exchanged loading equipment from third parties, in particular if it is a pallet invoice from abroad. And the pallet prices there do not agree with those listed by us. We reserve the right to offset our pallet invoice against the contractor's freight invoice. We expressly note that the risk of exchange or non-exchange by the recipient be borne exclusively by the contractor. This especially applies to the quality of the exchanged pallets. Furthermore, please note that the costs of subsequently returning the pallets are included in the freight price.

21. In case of non-compliance with reporting and inspection obligations, the contractor must pay flat-rate damages for the amount of the agreed freight claim. If the contractor proves that the principal incurred no or few damages, the damage claim will be correspondingly reduced.
22. We reject the application of any general terms and conditions and legal business conditions, especially the General German Freight Forwarders Conditions that differ from the above conditions and note that our freight and loading orders are only awarded in accordance with our above, German Commercial Code and CMR Convention conditions. Should a regulation of this agreement be invalid, this will not affect the validity of the remaining regulations.
23. Customer protection is expressly agreed. Transfers to third parties are prohibited.
24. The place of fulfilment and of jurisdiction is Aachen, Germany.

VEHICLE SAFETY CHECKLIST

Vehicle License Number:			Transport Company:		
Driver:			Date:		
I received the provisions from my company and understand that I must secure the vehicle and must perform inspections in compliance with the traffic regulations of immigration authority to prevent entry by illegal immigrants and must prove to have done so by completing the following checklist. I also acknowledge that non-compliance may be punished by a fine of up to EUR 2,000.00 per illegal immigrant if these persons enter the United Kingdom.					
Loaded at (Loading Place):					
Check	After Loading Date / Time	1st Stop Date / Time	2nd Stop Date / Time	Before the Tunnel Before the Ferry Date / Time	Confirmation by Third Party Name
Trailer checked before locking and sealing	yes / no				
Trailer sealed by _____	yes / no				
Lock attached by: _____	yes / no				
Sealing / lock number recorded in freight documents	yes / no	yes / no	yes / no	yes / no	yes / no
Sealing and lock checked	yes / no	yes / no	yes / no	yes / no	yes / no
Tractor interior checked	yes / no	yes / no	yes / no	yes / no	yes / no
If not sealed, trailer interior checked	yes / no	yes / no	yes / no	yes / no	yes / no
Body of vehicle and trailer checked	yes / no	yes / no	yes / no	yes / no	yes / no
External storage spaces, toolkits and wind deflectors checked	yes / no	yes / no	yes / no	yes / no	yes / no
Niches under vehicle checked	yes / no	yes / no	yes / no	yes / no	yes / no
Checks performed by third party (name of port) _____					
CO2 Dogs Scanner Check <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> (Please check applicable)					
Remarks or explanation for non-compliance with checklist:					
Signature:			Date:		
In Print Letters			Time:		
Confirmation by Third Party					