

General Terms & Conditions of Cargoways Logistik & Transport GmbH
hereafter denominated customer

As long as nothing to the contrary is declared in the following, the agreement on a contract of carriage for international road haulage (CMR – 8,33 SZR) as well as the General Austrian Terms and Conditions of Haulage (AÖSP) are to be applied to the representational contract.

Please advise your driver: CMR/POD documents, delivery notes and any other related documents need to be transmitted to us via fax +43 5372 20120 900 or email billing@cargoways.at within 24 hours of offloading. Freight invoices will only be settled upon receipt of all the original CMR/POD documents along with all consignment notes or other documents. Our loading order reference has to be quoted on the invoice.

Rates / Dates / Payment

The rates stated in loading orders are set prices. Provable cancellations by the client releases the customer from paying any cancellation costs and other compensation. 24 hour for loading and unloading are free of charge, no demurrage applies. All dates and appointments are set dates. In the event of delays or other deviations from the agreed loading order, the customer needs to be notified in writing immediately by the contractor, stating detailed explanations and reasons. In the event of delays or deviations the contractor is fully held liable for and compensation.

The freight invoice is to be settled according to the payment term agreed within the loading order. Alternatively, the customer can, at their own discretion, pay within 14 days of receipt of the invoice, with the deduction of an early payment discount of 3% of the full invoice amount. Day for payment releases is every week from Monday to Thursday. It is expressly agreed that the customer can offset all the debts owed by the contractor. The contractor is not able to offset any debts owed and expressly waives the pursuance of possible liens on the goods.

We expect at least to have a copy of the CMR/POD documents within 10 days after offloading, otherwise we keep the right to charge €45 for late delivery. Freight invoices will only be settled once the original CMR/POD documents, consignment notes, all to be properly receipted, and all other documents are received as originals. In the event of third country transport, copies of the customs documents and the verification of correct presentation are to be included. Cash expenditures are to be proven with copies of documents. The freight invoice must meet the written instructions, in addition to the transport order (sequence, documents as per the transport order, etc.).

Insurance / Liability

It is a prior condition that the contractor has taken out CMR insurance with a maximum liability limit of at least EUR 250,000.00 without deductibles and that the assessment notice has been deposited in accordance with the insurance policy. The contractor has to provide proof of correct insurance prior to carrying the load, otherwise the customer is entitled irrespective of occurrence of damage to make a deduction for CMR insurance of 4% of the freight rate.

Authorizations / Approvals / Customs documents / Safety regulations

It is taken as agreed that employees, in particular the driver working for the contractor, or a person contracted by them, will hold all necessary authorizations required. For damages arising from the breach of this clause, in particular with regard to third parties, the contractor will be held directly liable and will indemnify and hold the customer harmless.

Only drivers who are entitled to undertake transport in accordance with legal stipulations in the countries concerned, in particular provisions about the employment of foreign nationals, may be employed as hauliers. The contractor is obliged to check customs documents for their accuracy and completeness. The presentation of goods at EU external borders and at the relevant inland customs offices must be confirmed in writing by the contractor, who is liable for proper presentation and processing in its entirety.

It rests with the contractor to ensure that only vehicles, technical equipment and other equipment that are free from defects and suitable for the respective task are used; to obtain all approvals necessary to fulfil the contract; and to meet conditions from the authorities.

For loading orders with ADR/hazardous goods we take it as confirmed that your drivers hold the necessary permissions and got the necessary trainings and further that the vehicles carry the necessary equipment required by law.

The contractor has to ensure that loaded trucks and their trailers are only parked within monitored car park, customs yard or other secured (enclosed by a fence and sufficiently monitored) company premises.

Loading equipment / Loading and unloading / Equipment

Loading equipment is to be exchanged until otherwise stated and this is to be clearly noted on the consignment note. For every non exchanged pallet, EUR 15.00 and an administrative fee of €10 will be charged and deducted from the freight invoice (offset).

There is a prohibition of landing and transshipment. Unloading of the goods can only be carried out at the recipient's address or the delivery address stated in the consignment note. Changes may only be made with the express approval of the customer. If the details in the consignment note differ from the loading order, this is to be communicated in writing to the customer before being carried out. The contractor is independently liable for excess loads of any kind and indemnifies and holds harmless the customer in this respect. The assignment may not be forwarded to third parties without the knowledge and pre-approval of the customer.

The customer assumes that the equipment and trucks used are in perfect technical conditions. During the carrying out of transports every trailer must be clean, swept, internally dry, do not smell, without holes or leaks, etc. and in perfect condition. The driver must check the integrity of the trailer and curtains before loading. Every trailer requires a minimum equipment which can be used of 15 belts no less than 500 DaN, 30 plastic corner protectors, 1 securing goods bar and enough anti slip mats (approx. 60) for the full trailer. Full PPE security equipment: eg. shoes, high visibility jackets, glasses, gloves and a helmet is mandatory. Any loading equipment taken at the loading place will be passed on to the contractor and will be deducted from the freight invoice (offset). Further the customer assumes that the truck is a minimum of EURO 5, got a sliding roof and curtains to open on both sides. The truck must be GPS tracked and if require access given to the customer

Customer protection

Strict customer protection in favour of the customer and neutrality are taken for granted and as agreed. For any and each breach of customer protection, a contractual penalty of the amount of EUR 10,000.00 irrespective of the damage, will be charged which may be deducted from any outstanding freight invoices. Unauthorized contacting of the loading and unloading place is also regarded as a breach of customer protection.

Incidents of damage

For any incident of damage, or any claim for compensation made against them, the contractor is to immediately advise in writing the customer and their own insurers; to record it on the consignment note; and for every instance of damage which provisionally exceeds EUR 1,500.00 or whose amount cannot be reliably estimated, to immediately instruct the authorized damage commissioner, who may be questioned by the insurer, to make a loss assessment together and to follow their instructions.

In order to prevent and reduce damage, the contractor is to obtain instructions from the customer, to follow them; to completely and truthfully communicate information; to obtain and provide the requisite damage notification and damage documents from the insurer; and also to retain claims for compensation against third parties and pay heed to claim periods.

The customer keeps the right to charge an administrative fee of €350 per incident to recover the costs for solving the issues. This charge will be offset against any freight invoices.

Minimum wage act (MiLoG)

With the coming into effect of the MiLoG on 01.01.2015, with regard to the use of service and contractual partners (e.g. subcontractors in the transport area) tightened liability conditions apply.

Contracting logistics/freight companies are responsible for, among other things, ensuring that the employees of any subcontracting companies are paid a consistent legal minimum amount of EUR 8.50 gross per hour. If this obligation is contravened, the contracting freight company/logistics company is liable, like a guarantor, for the subsequent payment of wages and social security contributions and may also be fined.

The contractor confirms with the acceptance of the order that they will compensate their staff, with effect from 01.01.2015, with at least the legally prescribed minimum wage, currently EUR 8.50 gross per hour, provided that they are using transport which affects German routes, and will make the relevant payment on the due date agreed with the employee, at the latest on the last banking day of the month after the month during which the work was carried out.

The contractor declares to ensure and monitor in an appropriate manner that subcontractors and lenders, which it must select carefully, keep for their part to the obligations of the MiLoG.

The contractor is obliged to keep fully to all the provisions and notified obligations of the MiLoG and to inform the customer of these in a suitable form on request. In addition, they are obliged to indemnify the customer from third party claims (wage earners, social insurance carriers, financial authorities and authorities which oversee penalties, etc.) relating to MiLoG and agrees that claims and liabilities on these grounds may be offset with current freight requirements.

Choice of law and jurisdiction

Austrian material law applies, to the exclusion of what is stipulated in the UN sale of goods law. German is the contractual language.

Place of fulfilment and payment is A-6330 Kufstein. Contractual parties agree expressly to the international jurisdiction of Austria and as per Art 31 section 1 of the CMR to the jurisdiction of the district court, A-6330 Kufstein and for claim values of over EUR 15,000.00 to the jurisdiction of the state court, A-6020 Innsbruck.

All agreements are to be in written form to be valid, and if any contradictory previous agreements between the contractual parties should occur with the appropriate order confirmation, these have become inoperative and are hereby replaced.

This transport order is also valid without confirmation from your side, becomes in force when executing the load and you agree to the general terms and conditions.

Cargoways Logistik & Transport GmbH wishes a pleasant transport