

## General Terms & Conditions Principal-GTC

### 1. Scope of Application

The General Terms and Conditions-GTC, available at any time at <https://www.bettermove.at/downloads/> apply exclusively to all freight forwarding and transport orders placed by BetterMove GmbH (hereinafter referred to as the "Client" or "CL") with a contractor (hereinafter referred to as the "Contractor" or "CN").

In addition, the Code of Conduct of BetterMove GmbH in its current version forms a binding part of the cooperation. The Code is available at <https://www.bettermove.at/downloads/> and will be provided to the Contractor in written form upon request. By accepting a transport order, the Contractor expressly acknowledges the validity of the Code of Conduct.

A transport order issued by the CL is deemed accepted unless the CN objects in writing within the deadline specified in the order or commences performance. The transport contract is concluded exclusively on the basis of the written transport order, including these GTC, even if previous capacity inquiries were made verbally or by telephone. A transport order is considered legally binding only under these GTC. Any deviating or conflicting terms and conditions of the CN—especially the General Austrian Freight Forwarders' Terms and Conditions (AÖSp) or other standard terms—shall not apply, even if referenced in an order confirmation. They are deemed not agreed upon and are hereby expressly excluded. Any contradictory confirmations are without effect. Verbal side agreements are invalid. Amendments or supplements must be made in writing. By taking over the goods for transport at the loading location, the CN expressly reconfirms the applicability of these GTC.

### 2. Applicable Law and Liability

The parties expressly agree that the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply to all transport assignments—regardless of whether the conditions of Article 1 CMR or § 439a of the Austrian Commercial Code (UGB) are fulfilled in an individual case. The Contractor shall be fully liable to the Client as if acting as a principal carrier within the meaning of the CMR. The application of Article 34 CMR (liability mitigation in the event of contributory negligence by other carriers) is expressly excluded. For domestic transport within Germany, the provisions of the German Commercial Code (HGB) apply additionally. In such cases, the parties expressly agree to an increased liability limit of 40 Special Drawing Rights (SDR) per kilogram of the damaged or lost goods. The application of the General Austrian Forwarders' Terms and Conditions (AÖSp) and any other general terms and conditions of the Contractor is excluded and shall be deemed not agreed. Where individual provisions of the CMR are supplemented or deviated from by these GTC, the remaining content of the CMR remains unaffected.

### **3. EU Mobility Package and Employment Law Obligations**

The Contractor expressly assures full compliance with all legal requirements relating to the EU Mobility Package and labor law provisions within the European Union.

#### **Legal Framework**

This applies in particular to the following legal acts:

- Directive (EU) 2020/1057,
- Regulation (EU) 2020/1055,
- Regulation (EU) 2020/1054,
- and, in addition, Regulation (EU) No. 1024/2012 (IMI System).

#### **Specific Obligations**

The Contractor specifically undertakes to implement the following measures:

- Timely registration of driver assignments via the IMI system,
- Carrying and presenting all required documentation in the vehicle,
- Compliance with national wage and remuneration rules (e.g. minimum wage laws),
- Adherence to driving and rest time regulations in accordance with applicable rules,
- Observance of market access and cabotage regulations.

#### **Extended Obligations**

These obligations also apply to national regulations aimed at preventing wages and social dumping, in particular:

- Austria's Wage and Social Dumping Prevention Act (LSD-BG),
- and equivalent labor law provisions in other EU member states.

#### **Liability and Indemnification**

In the event that the Client is held liable by authorities or third parties due to the Contractor's breach of these obligations, the Contractor agrees to fully indemnify and hold the Client harmless. This includes, in particular:

- All fines, penalties, and administrative fees,
- Costs for legal representation, administrative efforts, or documentation,
- As well as any other resulting disadvantages and expenses.

#### **4. Cancellation and non-acceptance of freight**

A transport order issued by the Client is considered binding unless the Contractor expressly rejects it in writing via email within one (1) hour of receipt. If no such objection is received within this period, the order is deemed fully accepted. The rejection must clearly indicate "CANCELLATION" either in the email subject line or visibly marked on the returned transport order and must be sent to the email address specified in the order. A cost-free cancellation is only permissible within this one-hour window. If a cancellation occurs after the deadline, or if the Contractor fails to take over the cargo or fails to carry out the transport, the Client is entitled to assign a replacement vehicle and charge the Contractor for all additional costs incurred. Furthermore, the Client is entitled to demand a contractual penalty—regardless of fault—equal to the actual freight costs of the replacement vehicle. Regardless of the above, any late cancellation will result in a minimum flat-rate compensation of 50% of the agreed freight charge. The Client expressly reserves the right to assert additional claims for damages. In individual cases, the Client may, at its sole discretion, partially or entirely waive the enforcement of the contractual penalty.

#### **5. Notification of License Plate Numbers**

If no license plate numbers are specified in the loading order, if incorrect information is provided, or if the license plate of the assigned vehicle changes at a later point, the Contractor is obligated to promptly notify the Client in writing via email of the correct and complete license plate number—no later than prior to arrival at the loading location. This information is essential to avoid delays in the loading process, the preparation and handling of transport documents, and the correct invoicing of freight charges. If the Contractor fails to provide this information in a timely manner, resulting in delays or additional administrative effort, the Client reserves the right to charge the Contractor for all resulting costs. A flat handling fee of € 30 per affected case may be applied.

#### **6. Fixed Pricing**

The prices stated in the transport order are deemed binding fixed prices and include all services necessary for the proper execution of the transport. Any additional charges, incidental costs, or other expenses—regardless of their nature or reason—are considered covered by the fixed price and may not be claimed separately. This applies in particular to tolls and road fees, waiting times, additional kilometers, or other supposedly "unforeseeable" costs. By accepting the order, the Contractor confirms that they have reviewed the transport conditions and have independently calculated and accepted the agreed price on that basis. Any subsequent price adjustment, for any reason whatsoever, is excluded.

#### **7. Unloading Only as per Order**

Unloading of the goods may take place exclusively at the recipient or delivery address specified in the transport order or the CMR consignment note. Any change to the unloading location is permitted only with the prior, explicit, and written consent of the Client. If the consignment note contains delivery details that differ from those in the transport order, this must be clarified with the Client before delivery begins. The address stated in the transport order is always decisive. Without the Client's explicit written approval, any deviation from the specified unloading location is not permitted. Such unauthorized unloading constitutes a serious breach of duty and is entirely the responsibility of the Contractor. Unloading at unauthorized addresses or without prior coordination may result in claims for damages.

## **8. Set-Off, Exclusion of Lien and Retention Rights**

The Client is entitled to set off any counterclaims of any kind, in particular claims for damages, contractual penalties, or other claims, against claims asserted by the Contractor. It is also expressly agreed that the Contractor has no right of lien or retention with respect to the goods handed over for transport—even in the event of alleged payment defaults. All lien and retention rights are excluded to the extent legally permissible, regardless of their legal basis. The Contractor agrees to pass on these provisions to any subcontractors, provided their use has been approved in writing by the Client. The Contractor may only offset or apply its own claims against the Client's claims if such claims have been legally established or are undisputed. Any right of retention over transport documents or loading equipment is also excluded.

## **9. Self – Billing Procedure, Document Upload Requirement, Payment Terms, and Original Documents**

Transport services are settled exclusively via a self-billing procedure carried out by the Client. The Contractor expressly acknowledges this procedure and waives the right to issue their own invoice. The Contractor is required to upload all relevant transport documents in full, legibly, and correctly within seven (7) calendar days after unloading, using the upload portal defined by the Client. Required documents include in particular:

- Signed CMR consignment note,
- Delivery notes,
- Pallet receipts or loading equipment records,
- For refrigerated transports: temperature logs.

The credit note will only be issued after timely and complete submission of all required documents. In case of late uploads (i.e., more than seven working days after unloading), a flat processing fee of €30 per case will be deducted from the credit note—without prejudice to further rights of the Client. In individual cases, the Client may request submission of original documents, especially upon request by the end customer or if contractually agreed. In such cases, the originals must be sent immediately by post to the address specified by the Client. The payment term is 45 calendar days from the date of complete and proper upload or receipt of the required originals. There is no entitlement to payment before the self-billing process is completed.

## **10. Data Protection / Processing of Personal Data**

During transport execution, the Client transfers personal data to the Contractor, in particular contact and address details of customers, consignors, recipients, contact persons, as well as driver-related information. The Contractor agrees to treat all transmitted data as strictly confidential, to use it solely for the execution of the specific transport order, and not to disclose it to unauthorized third parties. The Contractor must ensure that all agents and subcontractors engaged in the process have been properly bound to comply with the data protection requirements pursuant to Articles 28 et seq. of the GDPR. All data must be protected using appropriate technical and organizational measures in accordance with Article 32 of the GDPR. Processing for the Contractor's own purposes is strictly prohibited. In the event of a breach of these data protection obligations, the Contractor shall be fully liable for all resulting damages, fines, regulatory actions, or third-party claims. In cases of serious or repeated violations, the Client reserves the right to immediately cancel the ongoing transport order, withhold existing credit notes or payments, and permanently exclude the Contractor from future assignments. The right to enforce contractual penalties or claims for damages is expressly reserved.

## **11. Waiting Time Charges (Demurrage)**

Waiting or idle times at loading or unloading sites—regardless of whether they occur at the consignor, consignee, or any other location—are considered free of detention charges for up to 24 hours per vehicle and per operation. Saturdays, Sundays, and public holidays are excluded from detention time and are not counted in the calculation. A claim for detention fees only arises after the 24-hour period has elapsed and only if the Client is demonstrably at fault for the delay. The burden of proof lies with the Contractor. In such cases, a detention fee of no more than € 150 per calendar day and per vehicle may be claimed—for a maximum of three (3) consecutive days. Hourly or prorated billing is not permitted. If the Client cancels the transport order within ten (10) hours of placing it, no detention fees, compensation for loss, or reimbursement of expenses may be claimed by the Contractor. Any further claims for detention fees, loss compensation, or other payments are expressly excluded.

## **12. Loading dates and Delivery Deadlines**

A transport order issued by the Client shall be considered binding unless the Contractor objects in writing within one (1) hour of receipt. The Contractor undertakes to provide the vehicle punctually at the agreed loading time at the designated loading location. In the event of a no-show, a contractual penalty of 80% of the agreed freight rate shall be payable, regardless of actual damages and without the right to judicial mitigation. In the case of late provision of the vehicle for loading, a flat-rate penalty of € 100 per commenced hour will be charged. The unloading dates specified in the transport order shall be considered binding delivery deadlines in accordance with Article 19 of the CMR. These are deemed absolute fixed dates. The Contractor acknowledges that adherence to these delivery deadlines is of critical importance to the Client. In the event of delayed delivery, the Client shall be entitled to:

- Charge a contractual penalty of € 100 per commenced hour of delay,
- Apply an administrative fee of € 75,
- And deduct a lump sum of 30% of the agreed freight charge as compensation for damages.

The Client expressly reserves the right to assert further claims for damages. The Contractor is obligated to assess, prior to accepting the transport order, whether the agreed delivery deadline can realistically be met under the given circumstances. If the loading or unloading location changes after the order has been issued, the Contractor is obligated to properly execute the amended order. In such cases, the freight rate will be adjusted accordingly.

## **13. Permits, Customs and Transport Obstacles**

The Contractor undertakes to ensure, prior to accepting the transport, that all legal, customs-related, and regulatory requirements necessary for the smooth execution of the transport are fulfilled. This includes, in particular:

- The availability of all required permits, licenses, and authorizations,
- The proper and timely handling of all customs, export, or transit procedures,
- As well as the complete and correct documentation of all customs-relevant documents.

This obligation applies to all countries whose territory is crossed in whole or in part during transport. All related costs (e.g., customs clearance, customs measures, permits, authorizations) are included in the agreed freight rate and will not be reimbursed separately. The Contractor shall be fully liable for any damages, delays, fines, or other

disadvantages resulting from missing permits, incorrect customs information, or incomplete documentation. This also applies to any consequential costs incurred by the Client or its customers. In the event of transport obstacles or unforeseen delays (e.g., refusal of acceptance, technical issues, inspections by authorities, or loading delays), the Client must be informed immediately by phone and additionally in writing. The Contractor must obtain and follow the Client's instructions. Waiting, parking, or continuing the journey without prior consultation with the Client constitutes a serious breach of duty. In the event of such a breach, the Client is entitled to immediately assign a replacement vehicle at the Contractor's expense and to claim all resulting damages.

#### **14. Loading Equipment Exchange**

The Contractor is obligated to ensure the complete, immediate, and proper exchange of load carriers (e.g. Euro pallets, mesh boxes, plastic containers, etc.) both at the consignor and the consignee. The risk of exchange lies solely with the Contractor, who must carry a sufficient number of exchangeable and undamaged load carriers. The exchange is considered fully compensated by the agreed freight rate. An original load carrier receipt must be issued for each exchange and submitted to the Client exclusively by post in its original form. If Düsseldorf Pallet Vouchers (DPL receipts) are used (e.g. within a pallet credit or voucher system), the duly signed original DPL receipt shall likewise be considered valid proof and must also be submitted to the Client by post in its original form. However, a DPL receipt does not release the Contractor from any obligation to physically return load carriers, if contractually agreed. Copies, scans, or uploads will not be accepted. If no exchange takes place, this must be documented on both the CMR consignment note and the load carrier receipt, including the reason and a signature from the consignor or consignee. In such cases, the Client must be informed immediately—at the latest during loading or unloading—by phone to allow for clarification. If such notice is not provided in time, the Contractor shall be obligated to replace the missing load carriers at their own expense. In the absence of proof or if the exchange was omitted, the following penalties shall apply:

- € 17.50 per non-exchanged or non-returned Euro pallet (incl. Düsseldorf pallets),
- € 100.00 per mesh box,
- Other load carriers (e.g. plastic boxes): based on actual cost or market price,
- Plus a processing fee of € 30 per case.

Düsseldorf pallets are not subject to mandatory exchange. However, if the Contractor receives such pallets back, they must be returned to the original consignor within four (4) weeks. If not returned within this period, a fee of € 8.00 per pallet will be charged. If no timely notice or original receipts (including DPL receipts) are submitted, it will be conclusively presumed that no exchange has taken place. In this case, the Contractor shall be obligated to procure replacements at their own expense. The load carrier exchange is an integral part of the transport contract. If no original load carrier receipt (or, where applicable, DPL receipt) is provided, the Client is entitled to withhold freight payment until complete proof is submitted and to impose a no-fault contractual penalty equal to the full freight amount. This provision serves to ensure complete and traceable documentation of load carrier movements and does not constitute an unreasonable disadvantage under § 879 of the Austrian Civil Code (ABGB). The Client expressly reserves the right to assert further claims for damages.

## 15. Damage Reporting and Claim Obligations

The Contractor is obligated to immediately report any damage or irregularities to the transported goods to the Client in writing via email as soon as they become known, and at the latest at the unloading site. In addition, the Contractor must also promptly report the damage to their own carrier liability insurance provider. This obligation applies in particular to the following cases:

- Visible or suspected packaging damage,
- Shortages in quantity,
- Deviations in weight or number of units,
- Suspected transport-related damage, even if not externally visible,
- Refusal of acceptance, or
- Loading delays.

The damage must be reported immediately upon unloading or as soon as the defect becomes apparent. Supporting documentation such as photos, recipient notes on the CMR consignment note, and other evidence must be attached. Failure to report in a timely manner—or failure to report at all—will result in the Contractor forfeiting any right to compensation or liability claims against the Client. The Contractor is not permitted to independently decide to deliver or destroy damaged goods without the Client's prior written authorization.

## 16. Waiver of objection based on “Lohnfuhrvertrag”

The Contractor expressly waives the right to assert that the contractual relationship in question constitutes a contract haulage agreement (Lohnfuhrvertrag) within the meaning of Austrian or German transport law. In the event that the contractual relationship is nonetheless legally classified as a contract haulage agreement, the Contractor expressly agrees that in all cases, the liability provisions of freight law—particularly those of the Convention on the Contract for the International Carriage of Goods by Road (CMR)—shall apply. Accordingly, freight law provisions shall apply exclusively to all transports, regardless of legal classification, especially with regard to claims for damages, loss, delay, and liability limits

## 17. Loading, Unloading and Load Securing

The Contractor is obligated to carry out the loading and unloading of the vehicle independently and under their own responsibility, unless otherwise agreed in writing.

The Contractor also bears sole responsibility for ensuring that the load is properly and legally secured in accordance with all applicable regulations (e.g., § 22 of the German Road Traffic Regulations (StVO), VDI 2700, CMR). This includes, in particular:

- Use of suitable securing and tensioning equipment,
- Compliance with permissible axle loads and even weight distribution,
- Ensuring the proper condition of load carriers,
- Prevention of transport damage caused by shifting, tipping, or falling of the cargo.

Upon taking over the goods, the Contractor must inspect the number of items, external condition, packaging, stowage, and—where applicable—temperature. Any discrepancies must be immediately reported to the Client, documented on the CMR consignment note,

and confirmed on site by the consignor or consignee. If packaging is inadequate, transport safety is not ensured, or doubts exist regarding transportability, loading must be stopped immediately. The vehicle may only proceed after receiving explicit written approval from the Client. A reference to allegedly inadequate packaging or non-transport-safe goods does not release the Contractor from the obligation to ensure proper load securing, unless the Client has explicitly confirmed an exception in writing. In the case of mixed loads involving different product types (e.g., food and chemicals), the Contractor must ensure clear physical separation to avoid cross-contamination. The Contractor is fully liable for all damages, fines, delays, or other disadvantages resulting from improper loading, insufficient load securing, or violations of the above obligations, regardless of whether third parties were involved in the loading process.

## **18. Transport of Dangerous Goods**

The transport of dangerous goods is strictly prohibited, unless explicit prior written approval has been granted by the Client. If dangerous goods are taken over or transported without such approval, the Contractor shall be fully liable for any and all resulting damages, fines, costs, and legal consequences—including those involving third parties or authorities. For dangerous goods transports that have been approved on a case-by-case basis, the Contractor commits to full compliance with all applicable legal regulations, in particular:

- The European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR),
- The national dangerous goods regulations of all affected countries,
- As well as all other relevant rules and provisions along the entire transport route.

The Contractor shall ensure that:

- Only drivers with a valid ADR certificate are assigned to the transport,
- Vehicles are suitable and properly equipped for the transport of dangerous goods (e.g., fire extinguisher, absorbent materials, sewer covers, respirators, shovel, broom, collection containers, etc.),
- All required safety documentation and dangerous goods papers are complete, correct, legible, checked before departure, and carried on board,
- All cargo units are properly marked and labeled,
- The vehicle is correctly marked in accordance with regulations,
- An internal dangerous goods safety advisor is in place and oversees the transport process.

The involvement of subcontractors in dangerous goods transport is permitted only with the Client's explicit prior written consent. The Contractor must ensure that all of the above requirements are fully met by any subcontractors as well.

## **19. Temperature-Controlled, Refrigerated and Pharmaceutical Transports**

This provision applies exclusively to transports of temperature-sensitive, refrigerated, or pharmaceutical goods that have been explicitly and contractually approved in writing by the Client. The Contractor is obligated to ensure continuous compliance with the specified temperature range throughout the entire transport process. This includes, in particular:



- Use of suitable, technically flawless, and calibrated vehicles and refrigeration units,
- Proper pre-conditioning of the loading compartment before loading,
- Continuous temperature monitoring and recording (digitally or manually),
- A sealed and complete loading unit to prevent uncontrolled temperature fluctuations,
- Deployment of trained driving personnel, equipped with all necessary information, documents, and tools.

**Documentation Requirement:**

Upon completion of the transport, the Contractor must submit all temperature logs to the Client proactively, together with the remaining transport documents, either in original form or as a tamper-proof digital document.

Copies, scans, or handwritten entries will not be accepted.

If a valid, complete, and verifiable temperature log is not provided, the cold chain shall be deemed interrupted. If requested (especially for pharmaceutical shipments or upon customer request), the Client may require the submission of physical original printouts.

**Special Requirements for Pharmaceutical Transports:**

For pharmaceutical products, the Contractor must also comply with:

- The Good Distribution Practice (GDP) guidelines,
- And all applicable legal and industry-specific regulations.

Any temperature deviation or deficiency in documentation will result in the loss of the freight claim.

**Additional Requirements for Food Logistics (Chilled and Frozen Goods):**

For the transport of foodstuffs (e.g. dairy products, fresh meat, frozen goods, fruit and vegetables), the following additional requirements apply:

- Vehicles must comply with Regulation (EC) No. 853/2004 (hygiene of foodstuffs), ATP standards, and DIN 8958/8959 (Class C).
- The loading area must be undamaged, clean, dry, and free of odors or pests.
- Adequate pre-cooling must be ensured prior to loading: at least 30 minutes in winter and 60 minutes in summer.
- The temperature setpoint must, if necessary, be set up to 3 °C below the target value to compensate for fluctuations.
- During loading and transit, proper air circulation must be ensured (e.g. by observing correct pallet height).
- On-site temperature spot checks are to be conducted. Any deviations must be immediately reported to the Client.
- Only pre-cooled measuring devices are to be used. Temperature must be measured non-destructively (between packages) in accordance with DIN EN 13485.
- Drivers must not disclose any information regarding goods, routes, or delivery addresses to third parties.
- A valid calibration certificate for all measurement systems must be available.

**Hygiene, Cleaning, and Training Requirements:**

- Before every loading, the vehicle must be cleaned and disinfected in accordance with approved cleaning and disinfection schedules.
- Hygiene requirements in accordance with DIN 10516 and the DVG list of tested disinfectants apply.
- Drivers and loaders must undergo annual training in accordance with HACCP standards, including topics such as transport hygiene, temperature control, and pest prevention. Proof of training must be retained for three years.

**Liability and Subcontracting:**

The Contractor shall be fully liable—regardless of fault—for all damages, loss of quality, refusals of acceptance, disposal costs, or any other disadvantages resulting from:

- Temperature deviations,
- Interruption of the cold chain,
- Incomplete or inaccurate documentation,
- Hygiene deficiencies,
- Or any other breach of obligations related to temperature control.

The use of subcontractors for temperature-controlled transports is only permitted with prior written approval by the Client and is subject to all the same obligations.

**20. Duty of Care**

The Contractor is obligated to perform all transport services with the diligence of a prudent carrier. This applies equally to all employees, drivers, and subcontractors engaged by the Contractor. The Contractor shall employ only reliable, well-groomed, and appropriately trained personnel. The consumption of alcohol or drugs during work or in connection with transport operations is strictly prohibited. Driving personnel must maintain a clean and professional appearance and observe daily personal hygiene. When handling unpackaged products, hands must be washed or clean gloves used.

**Vehicles and Equipment:**

Only technically sound, regularly serviced, and preventively inspected vehicles may be used. These vehicles must:

- Comply with applicable legal requirements (e.g., StVO, KFG, ADR),
- Reflect the current state of technology,
- Be suitable and properly licensed for the intended type of transport.

The following conditions must also be met:

- The cargo area must be broom-clean, dry, odor-free, and free of contaminants,
- No damage to the tarpaulin, superstructure, or seals,
- No residues or condensation present,
- The internal trailer height must be at least 2.70 meters,
- Axle loads and total weight must not be exceeded,
- Cargo must be evenly distributed and securely positioned to ensure driving safety and stability.

**Consequences of Non-Compliance:**

In the event of a violation of any of the above requirements, the Client reserves the right to:

- Have the vehicle retrofitted or equipped by the shipper at the Contractor's expense,
- Or, if this is not possible, to assign a replacement vehicle and charge the Contractor a contractual penalty equal to the full cost of the replacement freight.

This contractual penalty is fault-independent and not subject to judicial moderation. The Client's right to assert further claims for damages remains unaffected. In addition, a flat handling fee of € 30 per individual violation shall be charged.

**21. Liability Insurance**

The Contractor is required to submit a valid copy of its current carrier liability insurance policy to the Client proactively and prior to accepting any transport assignment.

The insurance policy must meet the following minimum requirements:

- A minimum coverage amount of € 300,000 per claim,
- Validity within Austria and compliance with industry standards for carrier liability insurance,
- Coverage of damages occurring during loading and unloading operations,
- Inclusion of liability under Article 29 CMR (gross negligence or willful misconduct).

For cabotage transports within the EU, the insurance must meet at least the statutory minimum coverage limits of the respective country. Without submission of a valid insurance certificate meeting these requirements, the Contractor is not permitted to carry out the transport. In such cases, the Client reserves the right to cancel the assignment and reassign the transport to another party. Any additional costs or resulting damages shall be entirely borne by the Contractor. The Contractor is solely responsible for ensuring that the insurance:

- Remains valid and compliant at all times, and
- Any changes, renewals, or cancellations are immediately communicated to the Client in writing.

**22. Driving Times, Minimum Wage and Remuneration Regulations**

Many European countries have strict legal requirements regarding driving and rest times, minimum wage payments, and the prevention of wage and social dumping. Violations of these provisions may lead to strict liability, administrative penalties, and civil claims, even without direct fault. To ensure compliance with applicable laws, the Contractor undertakes the following:

**Obligations of the Contractor:**

The Contractor expressly confirms that it:

- Is familiar with all applicable national and international minimum wage, remuneration, and reporting requirements,
- Ensures full and timely payment to all assigned drivers in accordance with applicable legal minimum wage standards,
- Complies correctly and punctually with all legally required notifications (e.g. driver assignments, duty rosters, online portals, IMI notifications),

- Maintains and stores all legally required wage and working time records (especially under MiLoG, Loi Macron, LSD-BG, etc.) and provides them in full during official inspections,
- Requires its drivers to record the start, end, and duration of each working day, and retain these records for at least two years,
- Contractually obligates all subcontractors and agents to comply with the relevant legal requirements,
- Ensures, with the diligence of a prudent business, that subcontractors and third parties also comply with applicable laws.

Upon request, the Contractor must immediately and fully provide all documentation required by the Client to verify compliance.

#### **Liability and Indemnification:**

The Contractor agrees to fully indemnify and hold harmless the Client from all damages, expenses, penalties, or third-party claims arising from any violation of these obligations—regardless of the legal basis.

This includes, in particular:

- Administrative and consulting costs,
- Legal and representation fees,
- Regulatory fines, penalties, and charges,
- And any third-party claims, especially those asserted by subcontractors, drivers, or authorities.

### **23. Vicarious Agents and Subcontractors**

The Contractor shall be fully liable for the conduct, fault, and any breaches of duty committed by its vicarious agents, including drivers, office staff, dispatchers, subcontractors, and any other persons or companies engaged by the Contractor—regardless of whether they have been approved by the Client or not. This liability corresponds to that for one's own actions under § 1313a ABGB (Austrian Civil Code) and § 278 BGB (German Civil Code). The Contractor shall ensure that all persons involved in the transport are fully familiar with and comply with:

- The content of these General Terms and Conditions (GTC),
- The specific transport orders and instructions issued by the Client,
- And all relevant legal, contractual, and regulatory requirements (including CMR, StVO, KFG, ADR, EU Mobility Package, working time laws, etc.).

#### **In particular, the Contractor must ensure that all drivers:**

- Hold a valid driving license for categories C/CE,
- Possess valid initial qualification and periodic training in accordance with Directive 2003/59/EC (e.g. C95 entry or driver qualification certificate),
- Have completed all legally required refresher courses on time,
- And are able to provide all relevant documentation at any time, in either physical or digital form, upon request.

**Personnel Requirements:**

The Contractor undertakes to assign only personnel who are physically and mentally fit, punctual, well-groomed, and reliable. The Contractor is further obligated to regularly instruct, monitor, and actively verify the conduct and documentation of its vicarious agents. Organizational failure, insufficient supervision, or lack of internal controls shall be deemed the Contractor's own fault. References to third parties, communication issues, technical malfunctions, or misunderstandings do not release the Contractor from liability.

**Use of Subcontractors:**

The use of subcontractors is only permitted in accordance with the contractual provisions and with the Client's prior written consent. Any violation of this requirement shall result in full, fault-independent liability, including the Client's right to claim contractual penalties and damages.

**24. Load Securing Equipment**

The Contractor is obligated to provide suitable, functional, and appropriately dimensioned load securing equipment for every transport assignment.

This includes, in particular:

- Anti-slip mats,
- Lashing straps, edge and corner protectors,
- Anti-slip materials,
- Blocking bars,
- Partitions,
- Or any other devices technically required to secure the load.

The type, number, and size of the securing equipment must comply with the specific transport requirements, the type of cargo, and all applicable legal regulations (e.g., § 22 StVO, § 61 KFG, VDI guidelines, CMR, EN 12195-1). The Contractor is responsible for ensuring that:

- All load securing equipment is ready for use, undamaged, and approved,
- Such equipment is carried and used during every transport,
- Drivers are properly trained in the correct use of these devices.

The vehicle must be equipped in such a way that legally compliant and continuous load securing is guaranteed at all times.

**Consequences of Non-Compliance:**

Improperly secured cargo constitutes a material defect and entitles the Client to:

- Reject the vehicle,
- Require retrofitting at the Contractor's expense, or
- Assign a replacement vehicle and pass on any additional costs to the Contractor.

If improperly secured or missing equipment leads to:

- Transport damage,
- Regulatory violations,

- Police checks and resulting downtime, or
- Rejection at the loading or unloading site,

the Contractor shall be fully liable for all resulting damages, fines, fees, or delays—even if the cause lies with the shipper or third parties. Claims of inadequate packaging or unsuitable loading units do not release the Contractor from its obligation to ensure independent load securing. In addition, a flat processing fee of € 30 per incident shall be charged for each violation—without prejudice to the Client's right to claim further damages.

## 25. Customer Protection

The parties explicitly agree to a customer protection clause. The Contractor undertakes not to establish or maintain any direct or indirect business relationships—whether personally, through third parties, or via intermediaries—with the Client's customers or any other companies involved in a transport process, during the collaboration and for a period of 12 months after completion of the last service provided.

This prohibition includes, in particular:

- Accepting or brokering transport orders,
- Initiating business relationships,
- Contacting the Client's customers, consignors, consignees, warehouses, final recipients, or contract logistics partners,
- Promoting services or submitting offers to any of the above parties.

### Legal Consequences of Breach:

In the event of a violation of this customer protection or non-compete clause:

- All existing and future claims of the Contractor against the Client shall lapse without compensation,
- A contractual penalty of € 35,000 per violation shall become payable, regardless of fault,
- This penalty is not subject to judicial reduction,
- No proof of actual damage is required.

The Client's right to assert further claims for damages remains expressly reserved.

## 26. Confidentiality

The Contractor undertakes to maintain strict confidentiality toward third parties regarding all information obtained in the course of the cooperation or any specific transport assignment. This applies in particular, but not exclusively, to:

- Customer data, pricing, and contract terms,
- Information relating to goods, quantities, and processes,
- Addresses, contacts, and locations,
- As well as any other business or operational internal information, regardless of whether such information is explicitly marked as confidential.

This confidentiality obligation applies for an unlimited period of time, including beyond the end of the cooperation. The Contractor shall be fully liable for ensuring that this obligation

is also upheld by all vicarious agents, drivers, subcontractors, or other third parties engaged by the Contractor.

#### **Contractual Penalty for Breach:**

In the event of a breach of this confidentiality obligation, particularly through unauthorized disclosure of information to third parties, a contractual penalty of € 10,000 per incident shall be payable, regardless of fault. Judicial reduction of this penalty is expressly excluded. The Client's right to assert further claims for damages remains expressly reserved.

## **27. Vehicle Surveillance and Security Measures**

The Contractor undertakes to continuously monitor and protect all loaded vehicles, trailers, and/or semi-trailers throughout the entire transport period, from the time of takeover until delivery, against unauthorized access.

#### **General Security Requirements:**

The Contractor must ensure that:

- Loaded transport units are properly locked at all times, including during short stops,
- Vehicles are equipped with at least two independent theft prevention systems, compliant with the latest technical standards,
- These systems are consistently activated and verifiable during every stop,
- Rear doors are secured with a solid padlock,
- After every stop or break, a visual inspection is performed to check the integrity of locks and exterior walls.

During any downtime, all transport units, including trailers, semi-trailers, swap bodies, or containers—must be continuously monitored.

#### **Parking Requirements:**

- During nighttime, weekends, and public holidays, parking is only permitted in illuminated, fenced, and guarded parking areas or company premises.
- Unsecured or unguarded parking areas are strictly prohibited.
- Suitable parking facilities may be found at: [www.iru.org](http://www.iru.org) or [www.ania.it](http://www.ania.it).
- Route planning must ensure that no unsecured parking periods occur; guarded parking areas must be reserved in advance, if necessary.
- Leaving loaded units without a tractor unit is strictly prohibited, even on guarded premises.

#### **Special Regulations for Transports to the United Kingdom:**

Due to increased migration risks, the following additional measures apply:

- Vehicles must be secured with both a seal and a lock.
- Stopping within 100 km of Calais is strictly prohibited.
- The final 100 km to the port must be driven without interruption.
- The driver must ensure that no unauthorized individuals have boarded the vehicle.

- All official guidelines of the UK Home Office must be followed, including the “Vehicle Security Checklist”:  
[gov.uk/government/publications/vehicle-security-checklist](https://gov.uk/government/publications/vehicle-security-checklist)

**Contractual Penalty and Liability:**

In the event of non-compliance with the above-mentioned security regulations, the Contractor shall be fully liable for all resulting damages, delays, thefts, fines, or loss of insurance coverage. In addition, a no-fault contractual penalty of € 5,000 per violation shall apply. This penalty is not subject to judicial reduction. The Client expressly reserves the right to assert further claims for damages.

**28. Prohibition of Transshipments, Additional Loads and Transfer to Third Parties**

In the case of full truckload (FTL) shipments, any transshipment, additional loading, or partial loading is strictly prohibited. The additional collection of goods or co-loading is only permitted with prior written consent from the Client. Stacking of goods, including to create extra loading space, is expressly forbidden.

**Assignment to Subcontractors:**

The transfer of the transport assignment to a subcontractor or subcarrier is permitted only with the explicit prior written consent of the Client’s authorized dispatcher. If a subcontractor is exceptionally approved, the Contractor must demonstrably ensure that:

- The subcontractor has successfully completed at least five (5) previous assignments,
- A prior review of the subcontractor’s reliability, financial standing, vehicle condition, and driver documentation has been carried out,
- All GTC, security requirements, and transport instructions have been provided to the subcontractor in writing.

The assignment of transports via freight exchanges or to third parties unknown to the Contractor is strictly prohibited.

**Transshipment and Interim Storage:**

Transshipment, interim storage, or transfer to logistics hubs is only permitted with prior written approval by the Client. Without such written consent, any movement, transfer, or relocation of the goods is strictly forbidden.

**Contractual Penalties and Sanctions:**

In the event of a violation of the above prohibitions, the Client shall be entitled to:

- Charge a penalty of 80% of the agreed freight rate,
- And additionally demand a no-fault contractual penalty of € 5,000 per violation.

This contractual penalty is not subject to judicial mitigation. The Client’s right to assert further claims for damages remains expressly reserved.

**29. Limitation of Claims Against the Client**

All claims of the Contractor against the Client—regardless of legal basis, whether contractual or non-contractual, and regardless of the degree of fault—shall become time-barred after six (6) months. The limitation period shall commence on the date the respective



transport order is issued, regardless of when the service was performed or when an invoice was submitted. Any extension, suspension, or interruption of the limitation period shall only be valid if expressly confirmed in writing by the Client.

### **30. Contract Language**

The contract languages are German and English. All contractual documents, transport orders, accompanying papers, and business communications may be issued in either German or English. In the event of conflicts, ambiguities, or difficulties in interpretation, only the German version shall be binding, legally authoritative, and prevail.

### **31. Severability Clause**

If any provision of these General Terms and Conditions is or becomes invalid, void, or unenforceable, in whole or in part, this shall not affect the validity of the remaining provisions. In place of the invalid or missing provision, a reasonable and legally permissible substitute provision shall be deemed agreed upon, which most closely reflects the economic purpose of the original provision. The same shall apply in the case of unintended contractual gaps.

### **32. Applicable Law and Jurisdiction**

All legal relationships between the contracting parties shall be governed exclusively by Austrian law, excluding the conflict-of-law provisions of private international law (PIL) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions, the underlying contract, or any individual agreements based thereon—including disputes regarding formation, validity, interpretation, or termination—shall be the competent court in A-6300 Wörgl, Austria. This jurisdiction agreement also applies in relation to foreign Contractors, regardless of whether they are based within or outside the European Union. These General Terms and Conditions constitute the exclusive basis for cooperation, unless explicitly agreed otherwise in writing. They shall be deemed agreed upon even without express written confirmation, if the Contractor was made aware of them—e.g. through an offer, transport order, email correspondence, or any other means—and subsequently accepts or performs the assignment. The contract languages are German and English. In the event of linguistic uncertainties or interpretative ambiguities, only the German version shall be binding and legally authoritative.