

	Internal document	Dok.-Nr.: ID_60411
	General Terms and Conditions	Rev.: 001

We work according to the latest version of the ADSp.

Deviating from/in addition to the ADSp, the following is agreed between the contracting parties:

General

- The general terms and conditions of Dörffler & Schütz Transport + Logistik GmbH apply exclusively as a basis between the contracting parties for all transport orders placed in addition to the ADSp.
- The general terms and conditions of Dörffler & Schütz Transport + Logistik GmbH apply with priority.
- The contract provisions of the client are deemed to be accepted and legally effective, even without confirmation of the transport order. Later objections will not be accepted.

Contractor obligations

- The contractor assures that he has the necessary permits for the transport.
- The contractor assures that he has reported the transport of non-hazardous waste for recycling to the responsible authority and can provide evidence of the report in the event of an on-the-road inspection. When passing on the order, the contractor assures that the freight carrier used has also made a report in accordance with the KrWG and that this was checked accordingly before the order was passed on.
- If the vehicle is not provided for the agreed transport, a replacement vehicle will be procured at the contractor's expense. The minimum amount for a replacement is €150.00.
- The contractor is obliged to inform the client immediately of any problems (damage/shortages/delays/etc.) that arise during the transport.
- The contractor assures that when carrying out orders from the client, he complies with the provisions of the Minimum Wage Act (MiLoG) and pays the legally prescribed minimum wage to his employees. In particular, the contractor undertakes, in accordance with Section 20 MiLoG, to pay wages to his employees employed in Germany at least in the amount of the minimum wage as per Section 1 Paragraph 2 MiLoG at the due date and, in accordance with Section 17 MiLoG, to record the start, end and duration of his employees' daily working hours no later than the end of the seventh calendar day following the day on which the work was performed and to keep this record for at least two years starting from the date on which the recording was made. We explicitly point out the change in the minimum wage in 2025.
- In the course of the cabotage regulations, the contractor guarantees to comply with all necessary and legal bases of the EU, Germany and all member states and to inform the client when and whether the contractor's vehicles have fulfilled the permitted maximum number of transports in Germany. The contractor arranges his vehicles himself and on his own responsibility. The transport orders that he receives from the client are classified by the contractor in accordance with the legal requirements and regardless of the license plates mentioned. It does not matter whether the orders are transmitted verbally, in writing or via IT (e.g. Whats App Business). The client is not authorized to give instructions as to which vehicle the contractor plans to use for the accepted orders, taking all bases into account. If orders cannot be carried out due to the cabotage regulations, this must be communicated to the client immediately in writing. All fees or penalties arising from non-compliance with the

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	General Terms and Conditions	Rev.: 001

aforementioned principles and laws are borne exclusively by the contractor, unless the contractor has objected in writing (Art. 8 ff. Regulation (EC) No. 1072/2009) (<https://www.europarl.europa.eu/factsheets/de/sheet/127/grenzuberschreitender-kraftverkehr-und-kabotage>)

- The agreed transport may only be passed on to third parties with the express written consent of the client. The contractor assures that the subcontractors and lenders used will be contractually obliged to comply with the minimum wage law to the same extent.
- The contractor undertakes to comply with the client's code of conduct.
- Absolute customer protection is considered to be a mandatory agreement between the contracting parties even one year after the contract has been awarded. We will impose a contractual penalty of €25,000.00 per case for violations.
- The trailer must have a valid load securing certificate in accordance with DIN EN 12642 Code XL glued into the doors. Otherwise, loading in the automotive industry is not possible.
- No driving or rest breaks are allowed on the customer's premises. In the event of a violation, the contractor will be charged for the costs.
- Customer instructions must be taken into account at the loading and unloading points. Depending on the situation at the time, the plants may issue different specifications/instructions. If no instructions are given, the following minimum requirements apply:
 - Compliance with the specified distance markings (>1.5m) is mandatory
 - Breaks and rest periods must be spent outside the factory premises*
 - Permanent wearing of personal protective equipment (PPE) within the factories is mandatory
 - Waiting times within the factories must be spent exclusively in the driver's cab
 - Taking a passenger onto the factory premises is prohibited
 - Visiting canteen/restaurant areas is not permitted
 - The use of sanitary facilities within the factories is only permitted at designated locations
 - Contactless acceptance and delivery (via storage compartments) of freight documents and possibly telematics
 - Allocated time slots must be observed
 - Before entering the control station, the signposted washing and hygiene facilities must be used (if available)
 - Our customers' factory premises must be left immediately after the loading and unloading process has been completed
 - When transporting drinks, the driver must be informed of the particular sensitivity of the goods before transport. Sudden braking and steering movements must be avoided. When delivering, the recipient must wear safety shoes with steel caps in accordance with UVV. Loading and unloading is carried out by the driver. Transport breakages are generally not accepted by the customer. The goods must be protected from frost and the goods must be transported in a frost-proof manner. Additional loads that have a negative effect on the goods are not permitted. Damaged goods must be returned to the loading point within 5 days at the expense of the person responsible. Destruction of the goods is not permitted. The following equipment must be observed for the trailer:
 - The trailer must have a valid load securing certificate in accordance with DIN EN 12642 Code XL glued into the doors

	Internal document	Dok.-Nr.: ID_60411
	General Terms and Conditions	Rev.: 001

- 3 clamp boards/bars for rear load securing
- 3 side boards or 2 side boards + stop base strip per field

Liability

- Extended to 40 SDR / kg gross weight
- In the event of damage, the Obligation to cooperate in providing information

Data protection

- The contractor's data is processed at Dörffler & Schütz in accordance with the GDPR and the BDSG. According to Art. 6 GDPR, the following data is processed and stored in the system for the purpose of handling ongoing business activities: company name, company address, contact person, billing or delivery addresses, telephone or fax numbers, email addresses, VAT number, tax number, bank details and all correspondence.
- If the contractor does not agree to the processing of this data, this must be revoked in writing.

Pallets/loading aids

- The exchange of Euro pallets and Düsseldorf pallets is generally considered to be agreed, unless an agreement to the contrary has been made.
- Pallet slips must always be issued to Dörffler & Schütz, Kassel, at the appropriate locations. As a relief, only the original pallet slips issued by the customer are accepted; copies and other pallet slips are not accepted and will not be taken into account.
- The exchange risk for the sender and recipient lies solely with the contractor.
- Pallets that are written off in the factory as requiring repair are credited at a ratio of 2:1 and cannot be picked up again later. However, the contractor has the option of taking the pallets back directly from the loading point. A fee of €1.80 per pallet is charged for rebookings, which is offset against the contractor's freight charge.
- Euro pallets that have been taken over and not exchanged by the contractor can only be returned to the loading point.
- The deadline for return is two weeks after the load has been taken over. After this deadline has expired, the loading equipment that has not been exchanged/returned by the contractor will be invoiced at €25.00 per Euro pallet or €10.00 per Düsseldorf pallet. Each pallet invoice issued is subject to a processing fee of €10.00, which is non-refundable.
- Original pallet slips / pallet vouchers from recipients will not be accepted as a discharge, unless the contractor agrees to pay the processing fees incurred for redemption in the amount of €2.40 per pallet. These costs will be invoiced to the contractor and offset against the freight.
- Unless otherwise agreed, pallet goods will only be loaded onto vehicles with at least 34 spaces; if the contractor/freight carrier is responsible for underloading, an amount of €40.00 per missing space will be invoiced and offset against the freight.
- If empty pallets are handed over with an empty loading area during a purchased transport and the pallet slip is submitted, the contractor will be charged a release fee of €2.20 per pallet + €10.00 processing fee for the release/handover of the pallets. If a smaller number of pallets

Ausgabe 3 vom 02.12.2024		ID_60411_Allgemeine Geschäftsbedingungen (AGB'S) EN.docx	Seite 3 von 5
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of 1 to 14 pieces are released, a flat rate of €79.00 + €10.00 processing fee will be charged. For a smaller number of 15 to 40 pallets, the contractor will be charged a flat rate of €69.00 + a processing fee of €10.00

Payment

- The freight price includes the toll, loading and unloading by the drivers and all other incidental costs, as well as €25.00 for pallet exchange/return.
- Freight payment can only be guaranteed if the customer submits the original delivery notes. The delivery receipts must be complete and properly acknowledged (pure receipt).
- The contractor will be charged a flat rate of €30.00 for obtaining the proper proof of delivery.
- The acknowledged delivery receipts must be sent electronically in PDF format within 21 calendar days using the shipping link ("Invoice Upload" + "Delivery Receipt Upload"). Sending invoice-related documents by email or post is not accepted and will be ignored without comment. Photocopies of any kind are not accepted.
- The acknowledged delivery receipts must be sent electronically in PDF format (1st file = invoice + order 2nd file proof of delivery) exclusively to buchhaltung@ds-logistics.de within 21 calendar days. Sending billing-relevant documents to email addresses other than the above address is not accepted and will be ignored without comment. Photocopies of any kind are not accepted.
- For all transports with loading points in the automotive industry, the principle applies that the original consignment note with the imprint "Freight payment only when these documents are submitted in the original" must be submitted with the invoice. If this is missing, payment of the agreed freight is not possible.
- A payment term of 60 days is automatically set between the contractual partners, unless a different payment term was explicitly agreed upon when the order was placed. Any changes to the payment term must be made in writing.
- The payment term agreed between the contractual partners begins after the invoice and paperwork have been received in full.
- Contrary to ADSP clause 19, it is expressly agreed that any type of claims of the client against the contractor will be offset. This includes claims from pallet debts as well as claims from transport damage or other undisputed claims of the client against the contractor. The contractor expressly waives a lien and is not entitled to retain goods. All costs resulting from unauthorized actions are borne by the contractor.
- Payments are generally made twice a week (Monday + Tuesday). These can vary on public holidays and/or closing days and the payment deadline can be extended accordingly.

Special payments/downtime

- The freight price includes all costs incurred. Demurrage is only paid after the 4th hour after the appointment with a maximum of €30.00 per completed hour on proof/speedometer printout.
- For transports in the automotive industry, demurrage is paid after the 3rd hour (for loading and unloading after the 6th hour) at €0.50 per minute (max. €300.00 within 24 hours)! This only applies if the driver has reported on time with the transport ID and the customer has not excluded demurrage entitlement. Demurrage claims are only paid with a proper routing slip. (Arrival + departure must be documented)

Ausgabe 3 vom 02.12.2024		ID_60411_Allgemeine Geschäftsbedingungen (AGB'S) EN.docx	Seite 4 von 5
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- Transports in the automotive industry are assigned IDs. These must be collected from the control center on the same day. If this is not adhered to, a flat rate of €60.00 + €10.00 processing fee will be charged against the freight claim!!
- Downtime resulting from failure to adhere to time frames will not be reimbursed.
- For beverage transports, the downtime and waiting times are included in the freight charge! Billing for these is not considered to be agreed!
- Equipment that the contractor lacks during loading (e.g. tensioning straps, edge protectors, anti-slip mats, etc.) and is subsequently provided by the customer will be invoiced to the contractor and offset against the freight. Returns are generally not permitted.

Prohibition of assignment

- Assignments of claims of any kind to factoring companies are not accepted.
- The contractor undertakes to report this contractual condition to the factoring company used by the contractor immediately upon acceptance of the order.
- Payments are made exclusively directly to the contractor.

Final provisions

- By accepting the order, the contractor accepts the above terms and conditions. Any order confirmations to the contrary will not be recognized by the client and are therefore invalid.
- If the contractor is a legal entity under public law, the exclusive, including international, place of jurisdiction for all disputes arising from the contractual relationship is Kassel.
- Should parts of these general terms and conditions be or become invalid for contractual or legal reasons, or should they not be applicable in individual cases, the validity of all other provisions shall remain unaffected. (Severability clause)

With my signature I confirm that I have read this letter (pages 1 to 4)

Date / Signature