

General Terms and Conditions for Transport Services

These transport conditions apply to all transport contracts from companies of the LGI Group (<https://lgigroup.com/de-en/locations/>). Contractor's general terms of business are not a contract component regardless of whether they contain provisions that deviate from or supplement these conditions. These conditions will apply even if the LGI company placing the order ("LGI") executes these agreements while being aware of opposing or deviating business conditions of Contractor. Contractor shall render its transport services based on applicable statutory provisions regulating freight carrier services and mandatory provisions of European transport law (e.g. "CMR"). To that extent, the following provisions apply in supplement.

1. Contractor shall not execute any transport orders for customers of the LGI Group during the business relationship or for one year after it ends. This does not apply if the customers of the LGI Group were already customers of Contractor when the business relationship began.
2. Contractor shall insure its transport-related liability under the relevant provisions of freight law for cargo damage and default damage with a coverage level of at least € 500,000 per transport order and incident of damage. This amount must also be provided by the insurance company if the causes of damage qualify (e.g., in accordance with Art. 29 CMR). Contrary to the amounts provided for in § 431 HGB (German Commercial Code), liability due to loss or damage of the entire shipment is limited to an amount of 40 units of account for each kilogram of the shipment's gross weight. This will not affect the liability regulations under the CMR for cross-border road transport.
3. Contractor ensures that it possesses all necessary permits and licenses under freight and labour law (e.g., Eurolicenses, third-country permits, CEMT permits, etc.), and that it will not use any employees or subcontractors that do not fulfil the aforementioned conditions while executing the transport. In particular, Contractor shall keep a travel report log in accordance with § 5 GüKG/KabotageV (Ordinance on Cross-Border Road Haulage and Cabotage) for each CEMT permit, and shall keep a copy in the truck. On request from LGI, Contractor shall present the necessary permits. Contractor shall on request hand out to LGI or third parties commissioned by LGI all official documents that must be carried in the event of inspections by LGI, or provide information to that effect; Contractor shall instruct its personnel accordingly.
4. Contractor shall comply with existing cabotage provisions.
5. Contractor shall check the sanctions lists in accordance with European Community Regulations Nos. 2580/2001, 881/2002, 753/2011 and 208/2014. Moreover, Contractor ensures it will not maintain contact with any companies, people or organisations listed in said regulations.
6. Contractor shall comply with the LGI Group's Code of Conduct for Suppliers (<https://lgigroup.com/de-en/guidelines-documents/general-terms-conditions/>).
7. The use of subcontractors requires LGI's prior written consent. The form to have a subcontractor approved (<https://lgigroup.com/de-en/guidelines-documents/general-terms-conditions/>) must be filled out, signed, and submitted to the LGI company placing the order. Contractor may not use the subcontractor named until it has been approved in writing. If subcontracting is approved, Contractor shall ensure that the subcontractors
 - a) maintain valid insurance coverage in accordance with item 2 of these conditions,
 - b) comply with the specifications of items 3 to 5 of these conditions,
 - c) waive any rights to exercise statutory or contractual rights of lien to the goods transported on LGI's behalf and
 - d) enter no additional subcontracting relationships.
8. Contractor shall comply with its obligations under the applicable minimum wage act and ensure that the subcontractors it commissions do the same and pay their employees in accordance with that act for services rendered. If German law applies to the agreement, the MiLoG provisions for contractors of LGI will apply in supplement (<https://lgigroup.com/de-en/guidelines-documents/general-terms-conditions/>).
9. If Contractor breaches any of its obligations under the applicable minimum wage act or any of its obligations connected thereto that are assumed under this agreement, Contractor shall pay a contractual penalty of 5,000 euros apiece for each breach.
10. Contractor shall indemnify LGI against all claims, demands for damage compensation or payments of fines, as well as any costs for legal proceedings or legal defense, that are asserted against LGI because Contractor has breached any of the preceding obligations, especially those under the minimum wage act, or because one of its commissioned subcontractors has breached an obligation under the minimum wage act.
11. Contractor shall check that the loading is safe for transport and operations, and shall ensure that Contractor has sufficient means at its disposal to secure the load (such as grommets, clamping bars, anti-skid mats, securing straps, tarpaulins and edge protectors) and that the truck used is in technically flawless condition. It must be guaranteed even for partial loads that the goods will be secured until the receiving station. Further-more, the loading area must be clean and odor-free. Unless otherwise agreed, transshipments and loading other cargo are forbidden.
12. The LGI safety provisions for loading- and ramp areas must be complied with at each LGI location (<https://lgigroup.com/de-en/guidelines-documents/general-terms-conditions/>). LGI employees are instructed to discontinue loading and un-loading activities if the safety provisions are not complied with. Contractors shall inform both their own drivers and the subcontractors they have hired about those provisions.
13. If LGI instructs Contractor to exchange loading equipment, Contractor will be charged for any loading equipment it fails to exchange. Generally speaking, if instructions are given to exchange loading equipment, written documentation of the loading equipment must always be kept. If an exchange of loading equipment is agreed, such exchange will be performed in accordance with the Bonn regulations on pallet exchange. The loading equipment will be subject to the exchange criteria of the European Pallet Association e.V.
14. When the load is taken over, it is agreed that the number of units will be checked. Completeness of the goods must be guaranteed. Any exemption from liability in accordance with Art. 17(4)(c) CMR is excluded. Visible packaging defects, obviously insufficient labelling of the cargo, and obviously incorrect or incomplete information on the freight documents, especially discrepancies between the indicated and actual number of cargo items, must be reported to LGI without undue delay and noted on the freight documents.
15. Contractor shall obligate its driving personnel to hand over at the export or import location the documents given to the driver by the sender.
16. Contractor will be invoiced for costs incurred because that party fails to comply with an agreed deadline.
17. Once a freight order has been granted, Contractor shall confirm it by fax or email without undue delay while indicating the truck ID number.
18. The cargo rates contained in the freight order include all costs, surcharges plus statutory taxes (such as VAT), and are due for payment 30 days after receipt of the invoice or issuance of the credit note and the copy of the original and acknowledged (CMR) consignment note; otherwise, in accordance with individually agreed payment deadlines.
19. If special conditions and agreements are prescribed in the transport orders, they must be strictly observed, since payment of the freight will otherwise be impossible.
20. The original freight documents must be submitted to the Employer within ten business days after the transport has been carried out. If this deadline is exceeded, LGI may charge a processing fee of 50 euros. Further claims of LGI remain unaffected. Contractor is free to prove that a lower processing fee was incurred.
21. LGI may set Contractor's freight claims off against due claims, such as those to damage compensation, exemption or contractual penalties (in accordance with item 8, for example).
22. If a truck or trailer belonging to Contractor is damaged during LGI's loading and unloading activities, Contractor shall obligate its driving personnel to create a damage report. Without that report, no damage compensation claims may be asserted.
23. In the event of the loading of trailers or other transport aids which are made available for collection by the Contractor and are closeable (not necessarily lockable), the Contractor assumes liability for accidental loss of the goods to be transported as soon as the transport aids are closed and made available for collection at the agreed location. The liability of the Contractor is limited to 40 special drawing rights per kilogram, unless

- the cargo consists of theft-sensitive goods and the contractor has been advised of such trait.
24. Contractor shall waive any statutory or contractual rights of lien to the goods transported on LGI's behalf.
 25. Contractor shall comply with the relevant provisions regulating driving, resting and working times.
 26. Contractor shall without undue delay report to LGI any delays, damages, imminent downtime or other circumstances that could jeopardise compliance with the agreed deadlines. Fires, accidents, burglary and theft must also be reported without undue delay. If necessary, the vehicle must be equipped with an undamaged customs cable and the attached customs seals, which are noted in an entry in the CMR consignment note, must be undamaged and match the entry. If they do not match, the CMR consignment note must be corrected accordingly. Damage to the seals must be reported to LGI without undue delay. If the report is unduly delayed, Contractor shall bear the consequences and LGI will be entitled to reduce the cargo rate by up to 200 euros.
 27. If hazardous goods are transported, Contractor shall provide a vehicle approved for ADR transport, employ drivers who have an ADR license, and ensure that the sender hands over written instructions in accordance with ADR Chapter 5.4.3. These instructions must be kept in the driver's cab during the entire transport so that they are easy to find. Furthermore, Contractor shall ensure that the equipment for personal and general protection in accordance with Chapter 8 ADR is located on board the vehicle in complete and perfect condition.
 28. A preliminary claim of Contractor will prevent time-barring even if it is made through email or fax.
 29. Unless otherwise agreed, downtimes of up to three hours during loading and unloading will not be remunerated. A claim to demurrage will exist only if Contractor has complied with the time window for loading or de-livery. If the loading or unloading time is exceeded for reasons not attributable to Contractor, Employer shall pay Contractor the agreed demurrage – or otherwise, reasonable demurrage – as remuneration.
 30. The sender or recipient must confirm downtimes, with the date and time, using a company stamp and signature on the (CMR) consignment note.
 31. Contractor meets the standards of ISO 9001 and ISO 14001. On request from LGI, Contractor shall submit the appropriate, valid ISO certifications and maintain them for the duration of the collaboration.
 32. The agreement shall be governed by the national laws and regulations at the place of the respective LGI-branch that commissions the Contractor. The place where the LGI-branch commissioning the Contractor has its registered office shall be deemed to be the place of performance and the place of jurisdiction provided the parties concerned are merchants.
 33. Contractor ensures it will comply with all applicable laws, ordinances and provisions, both in general and during the execution of the transport order. During transport to and from countries that have a statutory regulation for monitoring the carriage of goods in road traffic (such as [Hungary](#) and [Poland](#)), the reference number in question must be retained. Contractor also ensures it has not directly or indirectly committed any forbidden acts connected to the rendering of the transport service or other services rendered for LGI. Forbidden acts include (without limitation) promising, offering, granting, demanding or accepting an impermissible advantage or benefit in order to influence actions in a forbidden manner.
 34. If the recipient of the goods claims it will not accept those goods unless Contractor's driving personnel render additional services that are not contractually owed (prevention of delivery), Contractor shall obligate its driving personnel to obtain instructions from LGI without undue delay so LGI can decide promptly about how to proceed.
 35. Contractor shall comply with the following safety regulations when transporting the goods:
 - a) LKWs may never remain unmonitored during the transport or downtimes.
 - b) Prior to the execution of the transport, the Contractor provides LGI with the following information:
Licence plate number of the tractor unit and trailer, copy of driver's licence, and copy of vehicle registration certificate.
 36. If the transport order of LGI shows specially designated, highly valuable goods, the Contractor has to comply with the following additional safety precautions:
 - a) LKWs must be equipped with a GPS navigation system that makes it possible to monitor the location.
 - b) Vehicles with highly valuable loads may be stopped and parked exclusively on tested and safe parking areas.
 - c) When transporting highly valuable goods, the freight carrier guarantees an internal or external 24/7 security centre (or both), to be able to guarantee alarm management in case of an alarm.
 - d) An emergency button is available in the tractor unit to trigger an alarm.
 - e) The connection from the tractor unit to the trailer is monitored.
 - f) Contractor is certified in accordance with TAPA (Transport Asset Protection Association), TSR 3 (Trucking Security Requirements), or in the alternative fulfils all TAPA TSR 3 standards.
 - g) On request from LGI, Contractor shall submit the TAPA TSR 3 certificates and maintain them for the duration of the collaboration.
 37. Amendments to this agreement must use the written form ("Schriftform" under § 126 of the German Civil Code). Any waiver of this formal requirement must be in writing.