

Terms and conditions – PHOENIX LOGISTIK GmbH

When loading Euro-pallets, these are to be exchanged immediately. Failure of which or due pallets are not returned within 14 days, we will invoice EUR 15,-- per pallet. Later returns will not be accepted.

24 hours waiting at the loading and/or delivery are free of charge. This is also valid for customs-clearances, except for GUS-countries and east-bloc, here are 48 hours valid.

All times are fixed. We are to be informed in writing should you be late. All delays or alterations to standard transport conditions are to be advised in writing as soon as they are known. All expenses caused by non respect will be debited to you.

Delivery can only be done at the destination-address noted on the CMR or delivery note. Alterations can only be done with our written consent.

All differences between our transport-order and the CMR or bills of lading should be clarified before the transport takes place. Your driver must be present during loading and delivery, and confirm this on the CMR with his/her signature. You are responsible for excessive axle-weight, over-loading and all damages due to unsafe loading and/or lack of securing the goods, we deny all claim and responsibility.

You irrevocably assure us the use of the CMR conditions. This implies among others that the delivery-note will be properly filled out.

The correctness and validity of the customs documents will be checked by you. The presentation to customs at the EU inner and outer-borders will be confirmed by you. You are fully responsible for proper customs-clearances.

All our partners are obliged to fully respect the German minimum salary law (Mindestlohngesetz) or french "Loi Macron" for all transports in which this law applies. Furthermore, you release us of any responsibility concerning this law, would it be penal, civil or administrative. Any costs that we may occur due to a breach of this law will be debited to you and if possible deduced from your invoices.

Only adequate trucks that fulfil the legal and official criteria and who have all necessary authorizations can be used. The trucks are to be clean-swept and free of smell. The floor must be safe and able to carry a fork-lift. Complaints by the loaders free us of our obligations to you.

You are responsible for a proper and safe loading of the truck and can only use this when all the safety-regulations (i.e. road, rail, ferry, Eurotunnel) are fulfilled.

The kombi regulations are valid for all road-rail transports. The regulations of the Ferry and Eurotunnel companies apply if these are used.

Special regulations at loading and unloading places are to be respected at all times. Should the driver not know these it is his duty to ask for them upon arrival.

The delivery interests according to CMR art. 26 par. 1 are fixed at EUR 1.000.000,-- additional charges are included in the agreed rate.

Accompanying documents are to only be delivered against a written confirmation by the people/authorities/forwarders mentioned by us.

Only drivers complying to the regulations, especially that of employing foreign personnel, of the respective countries may be used.

For transports to, from and in Germany, all non EU drivers must carry an original work-permit or an official attestation with a valid German translation according to the German laws for fighting illegal employment in the transport branch.

Regarding § 449 HGB for transports inner-Germany is agreed between both parties, that the carrier is responsible for losses or damages in excess of § 431 HGB to an extent of 40 Special Drawing Rights!

This transport order must be carried out by you. Giving this to a third party can only be done with our written consent. You are in any case responsible for a proper fulfilment. This is valid even if we allow you to use a third party.

The CMR-insurance is to be covered by you. Please be sure that we have a copy of your valid CMR-insurance, or a confirmation of your insurers that your trucks have a valid coverage and that the CMR-insurance is of at least EUR 300.000,--. If not we will have to cover you and invoice you 4% of the agreed rate, this will be deducted from our payment.

A cancelation of a transport-order is only valid with our written agreement. Otherwise costs of at least EUR 350,-- will be invoiced to you. Costs exceeding these EUR 350,-- will be proven.

Customer-protection is agreed. Entry in the rivalry will cancel all your demands, even those for other transport-orders. In all cases a penalty-clause upto EUR 75.000,-- is to be paid, and you relinquish your right for mitigation. Contacting the loading or unloading places or others in the chain (our client's client) on your own authority is also considered breach of customer-protection.

Payment only occurs against for a validly acquitted CMR, bill of lading, and for non EU transports, a copy of the customs-documents or at least a confirmation of proper customs-clearance.

We are allowed to make our claims other than stated in the ADSP or AÖSP.

Place of execution and court: Rattenberg. Austrian law applies.

Place of execution for payments: Rattenberg.

This Transport order is binding even without your confirmation. Alterations are only valid in writing. Verbal agreements are not admissible.

**You automatically accept our terms and conditions with each transport-order.
A completion of transport-orders under other conditions is not possible.**

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IMPORTANT NOTICE: This is only a translation of our German terms and conditions. The relevant text for any disputes which may arise shall be the German version (AGB).

PHOENIX LOGISTIK GmbH

Amerling 130

6233 Kramsach

Tirol / Austria

Geschäftsführer Thomas Bader

Tel: +43 5337 209209 - 10

Fax: +43 5337 209209 - 80

t.bader(at)phoenix-logistik.eu

UID: ATU65167507

Gerichtsstand: Rattenberg