

Terms of transport and loading

1. The signed delivery notes, receipts of delivery and pallet notes must be provided to SCHUMACHER INTERNATIONAL GMBH immediately, at the latest on the 3rd workday after finishing the transport service.
2. The payment term will take 30 days upon invoice receipt along with the complete original receipts of delivery. For temperature-controlled transports also the submission of impeccable and complete temperature records as well as the completed check list of vehicle safety is a prerequisite for the payment. You are not entitled to sell your claim to a factoring company.
3. According to your transport contract your vehicle crew has to report to the responsible staff at the loading and unloading point on behalf of SCHUMACHER INTERNATIONAL GMBH, unless otherwise agreed.
4. Transport in accordance with German commercial code (HGB) (inside Germany) resp. German civil code (BGB) (trans-national) and to the explicit exclusion of the German Forwarders' Standard Terms and Conditions (ADSp.). In relation to non-German affiliates the application of German law is agreed. With order acceptance you confirm the coverage of your carrier's liability by insurance. Your insurance protection for trans-national transport covers also contains the CMR-coverage. You accomplish all obligations imposed by your liability insurer (theft insurance, etc.)
5. The company is liable for all transport in accordance with HGB concerning the carriage of goods, with the proviso that the liability for damage to goods in accordance with paragraph 449, chapter 2, item 1 HGB is 40 monetary units per kilogram of the gross weight of the lost or damaged goods. As far as in the principal's relation to his customers a lower liability comes into effect, the liability of the company decreases to the same extent.
6. All necessary permissions are received by you or are obtained by you in time. A valid EU licence is prerequisite for the transport.
7. Furthermore, the regulations of the „Code of practice for vehicles as a protection against carriage of illegal immigrants issued by the British border guard in accordance to § 33 of the British Immigration Act, must be kept for transports into Great Britain. For this the carrier receives a sample of the internal operating instruction and of the vehicle check list that must be kept. It must be completely filled in by the driver. The filled checklist is handed to SCHUMACHER INTERNATIONAL GMBH in addition to the freight invoice. The carrier confirms that he has briefed his drivers about the usage of labour standards and the checklist and to carry out the instructions. The vehicle must be saved sufficiently by use of a seal and security lock. The vehicle is not loaded without a lock. The seal / lock number is entered in the freight documents. In case of damages or removing of the seal or the lock, this has to be entered in the minutes (with witnesses). In the case of suspected unauthorised individuals in the vehicle the local authorities and SCHUMACHER INTERNATIONAL GMBH has to be informed. The vehicle should not be parked within 200 km around Calais for rest periods. Parking is only allowed in the safe parking areas.
In addition, the carrier has to ensure all screws of the trailer doors by means of welding spots and after that he receives an "Immigrants Safety Pass", which is presented to the customer.
8. If any problems should occur at the takeover, during the transport, at the customs clearance or at the time of delivery, or if delays of any kind arise, SCHUMACHER INTERNATIONAL GMBH has to be informed immediately. In the event of breakdowns or emergencies the corresponding authorities must be informed if necessary.

9. Takeover in terms of number is agreed.
At the time of loading the crew must pay attention to the careful and transport safe packaging of the goods. If this is not the case, the crew has to report. Irregularities must be endorsed on the CMR. With his signature the carrier confirms the correct and complete loading / takeover of the goods at the loading / departure point. It is agreed that the carrier is responsible for the proper securing of the cargo, in particular, if there are part loading or unloading. The carrier has to ensure that the utilised vehicle is equipped with suitable means to secure the load (e.g. ratches, lashing straps, etc.). The crew must check that the load is outward undamaged on taking over and implement corresponding measures. During whole transport route the carrier / crew is responsible for permanent control respectively for proper supplemental load securing. A corresponding loading securing respectively a proper load securing up to the last unloading point has to be ensured also if there is a part loading.
10. You commit yourself to ensure and maintain food safety, food legality and food quality. The utilised vehicle including superstructure and trailer must be in an odour-free, clean, dense, dry, technical faultless and suitable for the transport of food suitable condition. We expect a valid ATP certificate. We will hold you liable if there are damages because of penetrating humidity. You declare as contractor that you follow the current legal instructions, requirements and hygienic rules.
11. You ensure a corresponding pre-cooling of your refrigerated body of at least one hour before the loading at the stated loading point. You bind yourself to a gapless documentation of the cold chain by means of a calibrated temperature recorder / data logger with printout of the recordings and archiving in accordance with the legal retention period, but at least 40 months. You are obliged to conduct and document the regular vehicle maintenance, particularly the cooling equipment, i.e. cooling unit, cooling body and temperature record system. On demand you have to prove this. Furthermore, the regular cleaning of the vehicle and the cooling body inside and outside is conducted and documented by you. On demand you have to prove this. The compliance of the temperature control indicated by transport order or as instructed by the loading agent is agreed. The crew always have the transport temperature to state on the consignment note / CMR by the loading agent. In addition, the crew must check the takeover temperature and have it to acknowledge on the consignment note / CMR. If the takeover temperature differs from the indicated transport temperature more than 1° - 2° C, the loading must be stopped and instruction of the principal (SCHUMACHER INTERNATIONAL GMBH) has to be obtained. The crew must ensure that the cooling air can circulate sufficiently. If the loading is not conducted accordingly, the loading must be stopped and instruction of the principal (SCHUMACHER INTERNATIONAL GMBH) has to be obtained. To monitor the takeover temperature the crew is obliged to carry along a calibrated temperature gauge.
12. The transport of humans or living animals inside the loading unit is forbidden.
13. The contractor is responsible for the compliance of the social, labour, tax and other appropriate legal regulations that are valid for his own vehicle crews. The contractor reassures explicitly that he has checked his deployed drivers and/or other performing agents in accordance with the EG regulations VO (EG) no. 2580/2001 and VO (EG) no. 881/2002 if listed in the applicable sanctions list; he reassures further that in case of accordance he does not deploy them for transports that come under this contract. Can be foreseen when placing the order that the accepted order cannot be managed subject to the above-mentioned regulations, SCHUMACHER INTERNATIONAL GMBH has to be informed. We explicitly point out to that point to avoid eventual delivery delays.
14. Transport on toll roads: As toll-debtor you reassure to comply the obligations resulting from the applicable national laws including ordinances. You reassure particularly that you pay all tolls arising during this transport at the statutory level and to use the toll roads in an appropriate extent.
15. Redirected freights have to be agreed with us before execution. Before execution we must be given opportunity to negotiate a new freight rate with our customer. Otherwise, we are not able to guarantee for the payment of a redirection freight rate.

16. By receipt of this transport contract you abstain from raising of eventual claims in accordance with § 421 chapter 3 HGB, namely both against the recipient, against the consignor and against the forwarder.
17. Pallet exchange step by step is agreed generally. The carrier is obliged to exchange the pallets step by step at the loading and the unloading point and to verify the exchange with corresponding documents. If the carrier does not comply with this exchange agreement, the principal is entitled to charge the counter-value of the pallets by way of compensation and to retain the counter-value of incurred freights. If a pallet exchange is not possible at the unloading point, we must be informed immediately.
18. In case of breaching the reporting and inspection commitment, the contractor is obliged to pay a flat rate compensation sum in the amount of the agreed freight claim. If the contractor gives proof that the principal has suffered no or small damages, the claim of compensation is cancelled or decreases.
19. We already contradict general conditions precautionary which are different from the above-mentioned terms along with statutorily regulated business conditions, particularly ADSp. and we point out to the fact that our freight and loading contracts are only allocated subject to our above-mentioned conditions, HGB and CMR-conditions. If one clause of this agreement is invalid, all the rest shall apply without prejudice.
20. The protection of customers is agreed explicitly. Dissemination to third parties is not permitted.
21. The place of contractual fulfilment and exclusive court of jurisdiction is Aachen.

CHECK LIST VEHICLE SAFETY

Registration number:			Haulage company:		
Driver:			Date:		
I have received the regulations by my employer and understand that I am obliged to secure the vehicle and to achieve the review according to the procedural rules of the immigration authorities to guard against the entry of illegal immigrants and to document this by filling out the following check list. Furthermore – in the event of non-compliance – I have acknowledged that I have to reckon with a maximum fine in the amount of € 2,000 per illegal immigrant if these persons find their way into UK.					
Place of loading:					
Inspection	after loading date / time	1 st stop date / time	2 nd stop date / time	before tunnel before ferry date / time	Confirmation by third party name
Checking trailer before closing and sealing	yes / no				
Trailer sealed by _____	yes / no				
Lock affixed by _____	yes / no				
Seal no / lock no. entered in freight documents	yes / no	yes / no	yes / no	yes / no	yes / no
Seal and lock inspected	yes / no	yes / no	yes / no	yes / no	yes / no
Inspection of the interior of the tractor unit	yes / no	yes / no	yes / no	yes / no	yes / no
Inspection of the interior of the trailer if not sealed	yes / no	yes / no	yes / no	yes / no	yes / no
Vehicle body and trailer inspected	yes / no	yes / no	yes / no	yes / no	yes / no
Exterior stowage places, toolboxes, air deflectors inspected	yes / no	yes / no	yes / no	yes / no	yes / no
Alcoves under the vehicle inspected	yes / no	yes / no	yes / no	yes / no	yes / no
Inspection performed by third party (name of harbour) _____					
<input type="checkbox"/> CO2 <input type="checkbox"/> Dogs <input type="checkbox"/> Scanner <input type="checkbox"/> Examination _____ (cross all that apply)					
Annotation or explanation for non-compliance of the check list:					
Signature:			Date:		
In block letters:			Time:		
Third-party confirmation:					