



AFMB GmbH,
Ehrenberg Strasse 16a
Scanbox-Nr. #05259
DE-10245 Berlin
Deutschland

General terms and conditions

The following transport conditions are a part of every transport which you carry out for us. The latest version will always be applicable.

Applicability

Dispatching agent is understood to mean AFMB GmbH.

Unless otherwise agreed in the request sent with the order confirmation, are deemed to be familiar with and accept the contents of our terms and conditions. Your general terms and conditions are hereby rejected.

In the event of problems, delays or other hold-ups, you are required to immediately contact us by phone or e-mail.

Execution of assignment

By signing this agreement, you are obliged to ensure that all vehicles used by you are in technically perfect working order and comply with all legal requirements. All inspections etc. have to be carried out. The vehicle must be clean, dry and odourless. Transport must be carried out in a vehicle that, taking the nature of the cargo into consideration, is the most suitable vehicle for transport.

During loading and unloading, the driver is required to properly check the number of packages and check for possible damage. In the event of loss and/or damage, a note should always be made on the CMR/POD, which then has to be signed, with the name of the signatory clearly legible. You are also obliged to inform us about such a fact. You are responsible for the counting of the number of packages etc. before signing the consignment note. In the case of partial loads, only sector-friendly products can be loaded in the same cargo space.

You need to ensure that all necessary insurance has been taken out to cover transport damage, incl. breaking of the CMR limit.

The vehicle must be equipped with at least 16 approved tensioning straps, sufficient anti-slip mats, side and corner bumpers and, if necessary, tension planks to secure the cargo, according to the legal requirements and in combination with the standards of the German VDI guidelines and the shipper's requirements. If the shipper gives your driver specific instructions, these must be followed at all times.

All drivers must comply with all legal requirements and rules, e.g. driving/resting times, seat belts, securing cargo etc. Your driver must be in the possession of a valid driving license, valid passport and the appropriate licenses, and carry these on him. When requested, he must be able to show these documents. The vehicle should be equipped with a safety set (helmet, shoes, glasses etc.) and the driver should use these items. The driver must be in good health and not be under the influence of drugs, drug and/or alcohol. If you are transporting foodstuffs, you will receive separate instructions/forms on how to handle the relevant cargo.

The transport of ADR goods on commission of AFMB GmbH is allowed. In the case of partial loads from other clients, AFMB GmbH should be informed about the nature of the other goods and we will give written confirmation whether or not a shared load can go ahead.

At both the loading and unloading address, we will not reimburse waiting costs for the first 3 hours. Waiting costs will only be reimbursed at € 35 per waiting hour when the staff of the loading/unloading address clearly states the waiting time on the CMR/POD/delivery notes and AFMB GmbH. has issued a written confirmation. In the event of waiting times, AFMB GmbH. should be immediately notified by sending an e-mail to the AFMB GmbH deponent. Only then will we be able to register and possibly reimburse the waiting hours.

The utmost care and cleanliness should be observed at our customers' site. This means that: food (left-overs), coffee cups, bottles, transport material etc. has to be deposited in the appropriate waste containers. BBS directives and the safety of people and the environment have top priority.

It is explicitly prohibited to charter this transport without our consent. If the transport is chartered, only very serious transporters should be used. You confirm to be fully insured for any damages of any nature whatsoever.

The vehicle and load must never be left unattended, should be locked and alarmed at all times, and can only be parked at secured official truck parking's.

If not otherwise agreed, you should always use a regular curtainsider/tautliner cooler/open/cabinet/thermo truck.

All transport must only be carried out on the basis of the CMR/POD term and conditions.

Euro pallets:

AFMB GmbH. does not engage in pallet exchange. Any Euro pallets that you exchange are for your own risk and your own account. If the load is on Euro pallets without AFMB GmbH having given the order to do so, immediately contact the AFMB GmbH. deponent. If you do not contact us, any costs incurred are for your account.



Other stipulations

Our quotations are based on the exchange rates, tariffs, working conditions, fuel prices and fuel surcharges valid at the time of the tender and acceptance of the assignment. The dispatching agent only acts as the dispatching agent. Rates are excluding VAT. Our rates include a commission. All our activities, of any kind, are subject to the CMR Convention.

You are not entitled to suspend the implementation of services if AFMB GmbH. fails to observe any of its obligations. Any failure to observe the obligations on your part gives AFMB GmbH the right to demand that you correct the entire or partial shortcomings and/or that the consequences will be for your account and your risk.

Unless otherwise agreed in writing, AFMB GmbH. has the right to unilaterally terminate the agreement at any time, subject to payment of goods already delivered and goods and/or services accepted.

AFMB GmbH. is authorised to fully or partially suspend or terminate the execution of all agreements between parties through a written declaration without legal intervention (and with immediate effect) (without AFMB GmbH being held to pay any compensation) if:

- a. You fail to observe any of the obligations under the Agreement;
- b. You are declared bankrupt, have gone into receivership or are placed under administration;
- c. Your enterprise is sold or terminated;
- d. The authorisations and licences which are required for the implementation of the agreement are revoked;
- f. An important part of your business assets are seized;
- g. A garnishment order is taken out against you through AFMB GmbH

All claims which AFMB GmbH may have on you, now or in the future, will become immediately and fully payable in the cases mentioned above.

Invoicing

Assignments can only be invoiced by submitting an invoice listing our transport number, with as an annex the correct original and signed freight documents and the delivery notes. If this instruction/these conditions are not or not fully observed, you will be held financially and otherwise liable. In such cases, AFMB GmbH has the right to suspend the payment obligation of the invoice until all the instructions/conditions have been met.

When accepting this transport assignment, you are obliged to ensure that the transport is carried out properly. We reserve the right to, when you cancel this transport assignment on the day of loading, charge 50% of the transport price agreed to you. This is done to enable us to organise an alternative transport unit.

All invoices to AFMB GmbH. should be addressed to: Ehrenberg Strasse 16a, Scanbox-Nr. #05259, DE-10245 Berlin, Deutschland

Payment: 60 days after receiving the original invoice, related documents and approval.

Attention!!!!

If you do not return this assignment within 20 minutes by mail, with stamp/signature/confirmation; we will assume that you have accepted the assignment and agree to a payment period of 60 days after receiving the invoice (with our transport number)/original CMR/delivery note/packing lists/weight notes/pallet notes. When the original CMR/delivery notes/packing lists/weight notes/pallet notes are not submitted, we may charge an administration fee of €30 and payment may be delayed.

Final provisions

These general terms and conditions are exclusively subject to German law.

All disputes between parties as a result of these general terms and conditions shall be submitted to the competent court in Berlin, Germany unless the law demands that another court is competent.

If one or more provisions in these general terms and conditions are void or are nullified, the other provisions shall remain fully applicable.

The parties commit themselves to replace the void or nullified provisions with new provisions which correspond to the meaning and scope of the original provision as closely as possible.

