



Terms and Condition of the CARGO NAVIGATOR GmbH for transport partners (contractors).

1. Cargo Navigator GmbH called followed a Client:

Unless otherwise specified in the following, we work exclusively on the basis of the agreement on the contract of carriage in international road freight transport (CMR Convention), the General Austrian Forwarding Conditions (AÖSP), these terms and conditions for transport partners, the code of conduct and Basics of Cooperation.

2. CODE OF CONDUCT AND BASIS FOR COOPERATION

The code of conduct and the basic principles of cooperation between CARGO NAVIGATOR GmbH as the client defines the minimum standards that our contractors must observe and adhere to. Recognition of the code of conduct and the principles of cooperation is a basic requirement for cooperation with CARGO NAVIGATOR GmbH. By accepting the order, you, the contractor, confirm that you have read and understood our code of conduct and that you accept the standards specified therein and agree to comply with them without exception. The current and valid version of the code of conduct is available for download on our homepage .

3. INSURANCE AND LIABILITY

It is assumed that the contractor a CMR insurance with a maximum limit of liability of at least € 250,000, - has concluded without a deductible and the stipulation is paid according Polizze. The contractor has to prove the insurance portfolio before the transport is carried out, otherwise the client is entitled, regardless of the occurrence of damage, to take out CMR insurance against a deduction of 4% from the freight rate.



4. BILLING OF TRANSPORT ORDERS

Please instruct your driver: Send the CMR, delivery note and all other documents by email to billing@cargo-navigator.com within 24 hours of unloading. Without exception, freight invoices are only accepted with original CMR and original delivery notes. Our transport order number must be stated on your invoice.

5. PRICES (FREIGHT) - DATES - PAYMENTS

The prices stated in the transport order are fixed prices. Verifiable cancellations by the customer release the customer from paying downtime costs or other compensation. There are 24 hours demurrage free at the loading - and unloading as agreed. All dates are fixed dates. In the event of delays or other deviations from the agreed course of transport, the customer must be informed immediately and in writing, stating the reason. The contractor is fully liable for delays in delivery. The freight invoice is paid in accordance with the payment term stated in the transport order. Payday is Tuesday. It is expressly agreed that the client can offset all claims of the contractor. The contractor cannot set off any claims and expressly waives the exercise of any right of lien on the goods. We expect at least a copy of the CMR and delivery notes (if available) within 7 days after unloading, otherwise we reserve the right to deduct € 45.00. The freight invoice will only be paid if it is accompanied by the fully acknowledged original CMR consignment note and all other original documents and if our transport number is given. In the case of transport to third countries, a copy of the customs documents or proof of proper presentation must be enclosed. Cash expenses must be proven by a copy of the receipt. The freight invoice must comply with the written instructions in addition to the transport order (sequence, documents according to the transport order, etc.).

6. PERMITS - PERMITS - CUSTOMS DOCUMENTS - SAFETY REGULATIONS

It is agreed that the employees, in particular the drivers of the contractor or those authorized by him, have all the relevant permits. The contractor is directly liable for damage resulting from the violation of this clause, in particular towards third parties, and holds the client harmless and harmless.

Only drivers who are authorized to carry out the transport in accordance with the statutory provisions of the countries concerned, in particular the provisions on the employment of foreigners, may be used to carry out the transports. The contractor undertakes to check customs documents for accuracy and completeness. The delivery of goods at the EU's external borders or the responsible internal customs



office must be confirmed in writing by the contractor, who is fully liable for the proper delivery and clearance.

The contractor is responsible for ensuring that only vehicles, technical facilities and other equipment that are in perfect condition and suitable for the respective order are used, that the necessary permits for the execution of the order are available and that the requirements of the authorities are complied with. The contractor undertakes to comply with the statutory driving and rest times and to regularly train and inform your drivers accordingly.

When transporting dangerous goods, you have assured us that your drivers have been properly trained and that the vehicles carry the equipment required by law. The contractor must ensure that loaded motor vehicles including trailers are only parked in a guarded parking lot or on a secured (fenced and adequately guarded) company premises during each parking period.

7. LOADING EQUIPMENT - LOADING AND UNLOADING - VEHICLES IN USE

Loading equipment must generally be exchanged until further notice and this must be clearly noted on the consignment note. For each pallet that is not exchanged, € 15.00 and an administration fee of € 10.00 will be charged or deducted from the freight invoice (offset). There is a ban on loading and unloading. The goods may only be unloaded at the recipient address or delivery address specified on the consignment note. Changes may only be made with the express consent of the client. If the information in the consignment note deviates from the order, this must be communicated to the client in writing prior to execution. Any waiting times at the loading and unloading points must be communicated to the client immediately. The contractor is independently liable for overloading of any kind and holds the client harmless in this regard - and without complaint. The order may not be passed on to third parties without the knowledge and consent of the client.

The client assumes that the vehicle used is in perfect condition. The loading area must be clean, there must be no pallets on the loading area. Furthermore, it is agreed that at least 15 tensioning belts 500 DaN each with 5t tensile force, at least 30 plastic edge protectors, 1 tensioning lath and sufficient anti-slip mats (approx. 60 pieces) are available for the entire vehicle floor and that these are also used. Safety equipment such as helmet, protective goggles, safety shoes, reflective vest, etc.) is required. Any load securing material made available at the loading point such as . Lashing straps, wooden supports, edge protectors, etc. are charged by the client to the client and deducted from the claim from the freight claims. Furthermore, we assume that the vehicle used corresponds to at least the emission class EURO 5, can be loaded from both sides as well as via a sliding roof and can be monitored via GPS tracking.

The carrier is responsible for the proper stowage and securing of the goods on the vehicle and that the loading is carried out safely. The driver must take over the number of items and check the weight.



8. CUSTOMER PROTECTION

Strict customer protection in favor of the client and neutrality are agreed. For breaches of customer protection by the contractor, a damage-independent penalty of € 20,000 per breach applies as agreed, which can be deducted from open freight invoices. Unauthorized contacting of the loading or unloading point is also a violation of customer protection. Queries are to be directed exclusively to the client.

9. CASES OF DAMAGE

The contractor must immediately notify the client and his own insurer in writing of any damage or claims for compensation made against him, to note them on the consignment note and immediately in the case of any damage that is likely to exceed the amount of € 1,000 or the amount of which cannot be reliably estimated to instruct the responsible average inspector, who may be asked by the insurer, to assess the damage and to follow his instructions.

The contractor must ensure that the damage is averted and mitigated, obtain and follow instructions from the client, provide complete and truthful information and obtain and submit the claims notifications and damage documents required by the insurer, as well as safeguarding recourse claims against third parties and granting the complaint deadlines note. We reserve the right to charge € 350 per case of damage for the administrative expenses incurred on our part and the contractor agrees that claims from this title can be offset against current freight claims.

10. MINIMUM WAGE LAW (MILOG)

With the entry into force of the MiLoG on 01.01.2015, stricter liability conditions will apply with regard to the use of service and contractual partners (e.g. subcontractors in the transport sector).

Contracting logistics / forwarding companies are among other things responsible for ensuring that the subcontractors used pay their employees the uniform statutory minimum wage of € 8.50 gross per hour. If this obligation is violated, the contracting freight forwarder / logistician is liable as a surety for the back payment of social security contributions and can also be fined.

By accepting the order, the contractor confirms that he will pay his employees at least the statutory minimum wage of currently € 8.50 gross per hour with effect from 01/01/2015, insofar as he carries out transports that affect the German route and makes the corresponding payment on the due date agreed with the employee, but at the latest on the last banking day of the month following the month in which the work was performed.



The contractor declares to ensure and monitor in a suitable manner that subcontractors and lenders, whom he has to carefully select, for their part comply with the obligation of the MiLoG . The contractor undertakes to fully comply with all provisions and reporting obligations of the MiLoG and to prove this to the client in a suitable form. Furthermore, he undertakes to keep the client harmless from claims by third parties (wage earners, social security agencies , finance and fine authorities, etc.) in connection with the MiLoG and agrees that claims under this title can be offset against current freight claims.

11. JURISDICTION

The validity of Austrian substantive law is agreed to with the exclusion of the UN sales law. The contract language is German. The place of performance for performance and payment is AT-1100 Vienna. The contracting parties expressly agree on the international jurisdiction of Austria and, in accordance with Article 31, Paragraph 1 of the CMR, the jurisdiction of the District Court AT-1100 Vienna or, in the case of disputes over € 15,000.00, the jurisdiction of the Regional Court AT-1100 Vienna.

All agreements must be made in writing in order to be valid; with this order confirmation, any contradicting earlier agreements between the parties to the contract shall expire or be replaced by them. This freight contract is binding even without counterconfirmation and with the execution of the order the transport company confirms the knowledge and agreement of the GTC.