



General Terms and Conditions of BS Transport GmbH for Contractors

FN 89753s, Bürgeraustraße 46 a, 9900 Lienz

30.9.2024

1. These conditions always apply when BS Transport GmbH, hereinafter referred to as "BS", issues forwarding orders and freight orders to the contractor.
2. The **validity of CMR** (Contract of Carriage for International Road Freight Transport) is expressly agreed for all transports.
3. For **domestic German transports**, an increased liability of 40.00 special drawing rights per kilogram of damaged or lost goods is agreed (Article 23 CMR).
4. **General terms and conditions and parts of the contractor's general terms and conditions** are only recognized by BS if this is expressly stated in writing, and additionally only if the contractor's general terms and conditions do not contradict BS's general terms and conditions. BS also only recognizes the validity of the General Austrian Freight Forwarder Conditions if this is expressly stated in writing.
5. **Demurrage** is excluded for waiting times of up to 24 hours. Compensation for damages or reimbursement of expenses or other costs are excluded if BS cancels within 24 hours.
6. The goods may only be **unloaded at the recipient address** (delivery address) specified in the consignment note. If the information in the consignment note differs from the transport order, this must be agreed with BS. **Unloading dates** are considered delivery deadlines within the meaning of Article 19 CMR.
7. The carrier is responsible for **compliance with the permissible total and axle weight**; any sanctions are borne entirely by the carrier.
8. **Reloading and additional loading** are not permitted unless BS has expressly agreed to this in writing.
9. The transport of people or live animals in the loading unit is prohibited!
10. Any **impairment of the freight** must be ruled out in all cases, i.e. the loading area must always be clean and odorless; we will hold you liable for damage caused by moisture penetrating.
11. The contractor must always carry the **necessary aids** such as wedges, wooden posts, anti-slip mats, lashing straps, etc. Otherwise, there is a vehicle defect. Appropriate load securing must be carried out. During the entire transport route, the carrier/driver is responsible for continuous monitoring and for properly securing the load.
12. **When taking over the goods** to be transported, the contractor will check the number, quality and weight of the goods. If there are any deviations, a note must be made on the consignment note and confirmed by BS. The same applies if a check is not possible; in such a case, the reason for the impossibility of checking must be recorded and confirmed by BS.
13. In the case of **refrigerated transport**, the contractor will check whether the goods have been properly pre-cooled before taking over the goods to be transported. The contractor will regularly check and document the temperature during transport. The contractor will keep these temperature records for at least three years and will send them to BS upon request.
14. The contractor may only commission **subcontractors** with the express written consent of BS.

15. The contractor is obliged to **exchange pallets** with the sender and the recipient. The contractor also bears the exchange risk. The exchange risk is already covered by the freight price or the fee. If the pallet exchange is not carried out properly, the contractor must pay EUR 20.00 net to BS for each pallet not exchanged, regardless of fault. The contractor always keeps comprehensible records of each pallet exchange. The contractor hands these records over to BS together with the freight invoice. If records are missing, BS reserves the right to charge the contractor a flat-rate processing fee of EUR 25.00 net.
16. The contractor will send **delivery receipts and pallet exchange documents** after delivery without exception within 10 working days via the link on the web platform. If this deadline is not met, a processing fee of EUR 24.00 net will be charged without exception, regardless of fault, which can also be collected by deducting the corresponding freight.
17. **Invoices** from the contractor to BS are only due when all documents (CMR consignment note, delivery note, pallet note, weighing note, etc.) have been sent to BS, with the contractor bearing the risk of transmission. The payment deadline for BS is 60 days, with this period starting when the documents are sent to BS.
18. Prices from BS are always **fixed prices**. Surcharges etc. from the contractor are not accepted.
19. **The contractor, as the toll debtor**, guarantee that you will pay the toll fee for this transport in the legally prescribed amount and that you will use the toll roads to the appropriate extent in order to comply with the obligations arising from the relevant national laws, including regulations.
20. BS expressly reserves the right to offset **counterclaims**.
21. Any **damage** will be reported to BS immediately by the contractor. In the event of damage exceeding EUR 2,000, the contractor will commission an expert to assess the damage without delay. If necessary, BS will give instructions to the contractor. The contractor must provide BS with all information about the damage that BS or its insurance company requires, otherwise BS will be entitled to claim damages from the contractor.
22. The contractor will always provide BS with an adequate and industry-standard **insurance policy** before placing the order. BS reserves the express right to take out standard insurance for the contractor if the contractor does not submit an insurance policy. In such a case, BS will deduct 5% from the freight price.
23. BS's **customers are considered to be protected**. If the contractor contacts BS customers in any way to accept or arrange orders, all of the contractor's claims against BS will expire. In such a case, a no-fault penalty of EUR 15,000 will also be agreed. If BS has a further claim for damages, this will not be affected.
24. If the contractor cancels the order or does not accept the transported goods, the contractor must immediately provide a **replacement vehicle**. If this results in additional costs for BS, this must be reimbursed by the contractor.
25. The contractor carries out the **loading and unloading**. If damage occurs during these processes, the contractor is liable for this. Of course, the contractor ensures that the cargo is properly secured.
26. The contractor must confirm the order within 3 hours, otherwise the **transport order** is deemed to be withdrawn by BS and has no binding effect.
27. The **contractor's vehicle** must arrive at the loading point **on the agreed date**. If the contractor does not provide a vehicle, a **penalty of EUR 400** will be due regardless of fault. For a late



arrival at the loading point (delay of more than 15 minutes), a **penalty of EUR 70 per hour** will be due regardless of fault.

28. If BS has a **special interest in delivery** within the meaning of Article 26 CMR in the amount of EUR 12,000, this surcharge will already be included in the freight price and will be entered in the consignment note.
29. The contractor acts as a careful and proper freight carrier and is of course responsible for **compliance with the statutory provisions regarding driving times and rest periods**, legally compliant remuneration, etc. The contractor will always indemnify and hold BS harmless if non-compliance with the statutory provisions results in administrative costs, representation costs, consulting costs, fines, demands and claims of all kinds, etc., which are addressed to BS.
30. The contractor will always **park the vehicle in a lighted and fenced parking lot at night**, on **weekends** and on **public holidays**. The contractor may not park trailers and semi-trailers in an unsecured area.
31. Contractual relationships with BS are subject to Austrian law, excluding international private law. The local and subject-matter jurisdiction of the Regional Court of Klagenfurt is agreed.