

General Agreements and Loading Instructions

Thermottraffic GmbH (11/2011)

Points 1. -23. of our loading orders:

The following points are regarded as generally agreed upon with your company and are an essential part of the transport contracts concluded with you. These points are agreed liabilities which you accepted by accepting our transport orders. **In other orders, the points 1. - 23. will not be listed again.** These points are valid for all your branches and for our branches in Western Europe. Please ensure that your drivers have knowledge of and record these agreements.

1. It is agreed that when taking over the load, the driver has to count the **PIECES OF GOODS**. Even if the truck is possibly sealed later, the driver must check the number of the pieces belonging to the load taken. If it is not possible to count the pieces of the load, the driver must inform us immediately from the loading place. Your driver's note on the CMR consignment that the number of pieces of the load taken is uncountable does not release you from your liability. Instruct your driver to examine the condition of the packaging. If the packaging is damaged, dirty, insufficient or if it has been opened, the driver must write a corresponding note on the letter of consignment.
2. The driver must randomly check the **LOADING TEMPERATURE** before starting, during and after loading. If the loading temperature does not correspond to the loading temperature stated in our instructions, the driver must close the truck doors immediately and reject taking over the load. You must inform us immediately. Loading must be stopped unless we give our explicit approval to continue loading. The loader must confirm the loading temperature measured by the driver in writing on the CMR letter of consignment. The core temperature of deep frozen goods must generally be at at least minus 18 degrees Celsius. (ice-cream at minus 25 degrees Celsius.) When fresh goods are loaded - whether hanging or in plastic boxes (e.g.: E-2 boxes, bins, etc.), no wood such as wooden pallets is allowed on the loading area. If we have not specified the loading temperature for fresh goods in our instructions, it must be between plus 2 and plus 4 degrees Celsius. For fresh meat, the maximum loading temperature is plus 2 degrees Celsius, the minimum loading temperature is 0 degrees Celsius.
3. **LOADING: Load quickly - this saves cooling energy!** Your driver has to make sure that the goods are loaded in such a way that there is sufficient space for the air circulation (top - bottom - sides). Do not block air entrance and exit of the vaporizer. Do not block any flaps. Fresh fruit and vegetables: cover the upper layer. Hanging fresh meat: do not load too closely! If the floor is not profiled: put pallets or grating on the floor. There must be a minimum distance of 20 cm to the rear doors. The goods must be protected from slipping by transport locking bars or other load securing means (e.g. by upending pallets). Especially important in case of several loading or unloading places! If pallets are loaded you have to ensure that the goods are sufficiently protected from slipping so that they safely arrive at the consignee.
By taking over the load, your company takes the full responsibility for the temperature, condition and quantity of the goods loaded.

Therefore: Stop loading, if there are any irregularities - obtain further instructions from us! You are not allowed to continue loading without our explicit instruction to do so.
4. The **TEMPERATURE RECORDER** has to be switched on and in case of damage, the original temperature disks or stripes have to be sent to us along with the original CMR letter of consignment.
5. Before departure, the driver has to make sure that the vehicle is not overloaded. If it is, the driver is not allowed to drive anywhere.
6. If the loaded quantity does not correspond with the quantity specified in our instructions, please get our instructions.
7. The driver has to ensure that the vehicle is **SEALED** immediately after loading. Immediately after customs clearance/ veterinary inspection, the vehicle has to be sealed anew by the customs officials or vet. The new seal must be confirmed in writing on the letter of consignment: ".(number of seals) in order and removed or (number of seals) newly installed."
8. After loading, the journey has to immediately begin without any delays (unless we instructed you to use another route or to deliver at another time).
9. In general, **TRANSHIPMENTS AND ADDITIONAL LOADS ARE FORBIDDEN** for all transports carried out for us.
10. **If you transport goods within Germany, the sum of 40 units of account (special drawing right of the International Monetary Fund) are agreed upon as limitation of liability in case of your paying a compensation due to the loss or damage of goods.**

Furthermore, the German Freight Forwarders' Standard Terms and Conditions (ADSps) are excluded.



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11. You must have a valid ATP CERTIFICATE, ACKNOWLEDGMENT OF BONDED GOODS as well as TRANSPORT LICENSES and CONSESSIONS. You have to check, if you have all necessary and useful documents for the transport. Furthermore, you have to provide us with all approvals. Look into visas on time.
12. The following paragraph only applies to transport companies and drivers from non-EU countries that carry out transports within the European Union:

It is the freight carriers' responsibility to only employ drivers with the necessary work permit. Furthermore, they have to make sure that these drivers always carry an official proof as well as a certified translation in German with them according to §7b, sec.2, phrase 2 GüKG (Road Haulage Act). The freight carriers are obliged to hand out the documents to be carried along to Thermottraffic or the consignor for checking purposes, if wished for. They are obliged to inform their drivers and urge them to behave accordingly. Foreign freight carriers may only be employed for national transports (cabotage) unless Thermottraffic specifically agrees in writing. If you cannot provide the asked for proof in case of checks by us or other people instructed by us, the vehicle will be considered as not provided and you will be liable for all resulting damages. If Thermottraffic or authorized personnel is held liable for damages caused by your non-compliance, we are entitled to charge these damages to you. The freight carriers are obliged to comply with these instructions!

13. DEMURRAGE COSTS are paid by us only, if you informed us about such an incident immediately. These demurrage days must separately be confirmed on a demurrage confirmation sheet, with date, time, stamp and signature of the loading and unloading place or customs agents or the like. Provided that demurrage was not caused by you and that your vehicle was at the loading or unloading place by 8:00am (unless another time was explicitly agreed), we will pay a maximum of 250,-€/ day for refrigerated trucks and 175,-€/ day for tilt trailers for transports within the EU. Demurrage is generally not paid for Saturdays, Sundays and all public holidays.
14. We have to agree on TRANSIT FREIGHT beforehand. We have to have the chance to negotiate the transit freight with our customers. If this is not the case, we cannot guarantee neither the payment of such freight nor any other guarantees.
15. Should the loader, customs agent or consignee give you any other instructions than ours, you have to inform us immediately BEFORE CARRYING OUT THESE INSTRUCTIONS. If you have any problems (e.g. taking over temperature, wrong load, delay, demurrage, weight differences, shortfall, pallet exchange problems, delivery problems of all kinds), you or your driver has to inform us immediately to receive our instructions.
16. When accepting our order, you are obliged to properly WATCH OVER the goods from the point of loading until delivery. Loaded trucks may only be parked on guarded parking-lots, especially during transport interruptions or when loaded trailers or semitrailers are parked.
17. When accepting our orders to transport HAZARDOUS GOODS, you commit yourselves to see to it that the vehicle is equipped according to the ADR regulations and that the driver has and carries along the necessary valid training certificate for hazardous goods. Furthermore, you have to make sure that the driver strictly adheres to the ADR regulations, in particular with regard to speed, driving hours and the use of special routes. The driver has to make sure that he/she receives all necessary accompanying documents and accident procedures sheets from the loading place. If this is not the case, we have to be informed immediately before departure.
18. Transport only on CMR conditions (within Germany: HGB – German Commercial Code). You are only allowed TO PASS ON OUR TRANSPORT ORDERS to a third party if we have given our written approval.
19. For the duration of our business relationship during which you carry out orders for us as well as for the duration of 12 months upon termination of this relationship, you guarantee Thermottraffic **customer protection** according to the following regulations:
 - 19.1 You are not allowed to put over, do or carry out haulage, forwarding or warehousing business for customers, their consignees or their trading agents with whom you come in contact due to your work – neither directly, nor indirectly.
 - 19.2.1.1 This prohibition is valid independently of the fact of you actively violating it or of you being asked by a third person to behave that way. As soon as you get to know of such a violation, you have to inform Thermottraffic immediately.
 - 19.2.1.2 You are liable for damages for each intentional violation of the customer protection agreement. The amount of damage is in general 10 % of the freight. This amount is not to be higher or lower if Thermottraffic proves a much higher or you a much lower damage.

Furthermore, Thermottraffic has to be paid € 5.150 for each customer lost because of the intentional violation of the customer protection agreement by you. This amount is supposed to compensate the damage caused to Thermottraffic having to newly establish the business relationship with this customer. In this case as well, you have the right to prove that the damage caused to Thermottraffic was lower. Thermottraffic, on the other hand, also has the right to prove that the damage was higher.



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20. PALLET EXCHANGE: Euro pallets must be exchanged immediately. Please make sure that you take over pallets of impeccable condition only! The pallet exchange must generally be confirmed on the letter of consignment or pallet note by the loader/ consignee with signature and stamp. Without this conformation, pallets are regarded as not exchanged! If there are no pallets available at the consignee, the driver is obliged to:
- contact us immediately for us to be able to discuss the situation with our customer
 - obtain a separate pallet voucher with signature and stamp from the consignee.

Pallet exchange notes on letters of consignment and/ or pallet control vouchers (PCV) / CHEP pallet control vouchers have to be returned to us immediately (10 days after delivery the latest) together with the receipted letters of consignment and delivery notes.

If Thermottraffic owes pallets to third parties and could get charged for them because you did not observe these instructions, we will charge an amount of 12,80 € per Euro pallet. In case of CHEP pallets or pallets of other rental companies, we will charge the value of those pallets with £20 / € 30 per pallet.

Furthermore, we will charge a service fee of 250 €. This amount is higher or lower, depending on the damage to be proven by Thermottraffic!

21. PAYMENT has to take place within 45 days after you received the invoice and the attached receipted original CMR letter of consignment. Copies are not accepted. You particularly agree that invoices by Thermottraffic may be offset against your transport invoices.
22. You have CMR or forwarding subsidiary insurance cover (within Germany: transport insurance) to the maximum liability.
23. For trips from the European continent to the British Isles, please observe our special enclosure for UK transports which is part of these General Agreements and Instructions concerning the Loading Order. For every transport to the UK, you are obliged to complete the checklist which is part of the enclosure for UK transports. This means that you must behave accordingly, complete the checklist and carry it with you for documentation purposes. After the transport, it is our right to ask for the original completed checklist for checking purposes.
24. Toll fees have to be borne by you.
25. For European transports which are carried out by freight carriers from another EU country, all invoices for Thermottraffic have to contain the VAT identification number of the respective freight carrier as well as Thermottraffic's VAT identification number (DE 126 957 135). Otherwise, Thermottraffic reduces the amount to be paid to pay the tax authorities.
26. Please make sure that we obtain the telephone number of the driver one day before loading as well as the location of the vehicle.
27. If the freight carrier or his/ her hired freight carriers does not possess an AEO certificate as Authorized Economic Operator (AEO), you have to hand over a corresponding safety declaration to us – if you have not already done so. You have to use the form provided by the European Union.

Please observe these agreements. Instruct your drivers to carry out our orders with utmost care. It is better for your drivers to phone too often than not to phone at all. Only, if we are informed on time, we can influence proceedings and prevent possible costs and damages.

Your company and Thermottraffic, this means all of us, are working in the service industry and must provide reliable service to the highest degree to jointly keep and expand business.

Kind regards,

THERMOTRAFFIC GmbH

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The General Agreements and Instructions concerning the Loading Order (Version 11/2011) were received, read and agreed upon with regard to their validity.

(Place, Date and Signature of the Freight Carrier)

P.S.: Please return this signed and stamped form to us by fax and then mail the original. Thank you for your support!