



Besser.Berger

Berger Logistik GmbH
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Gesellschaftssitz & Erfüllungsort, Radfeld, Gericht Rattenberg,
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page: 1 / 3

telefax: +48/713971600

contractor:
ROB-TRANS
Robert Babula
ul. Jerzmanowska 17/F1 pok. 114
PL 54519 Wroclaw

Fahrer

Fax senden

transport order

please indicate at paper submission

planned date: 18.12.2014
tour: FV / 344

According to the agreement by phone you undertake compulsory with the hereafter mentioned vehicle according to the CMR following cargo on our behalf:

If this order does not contain license plate numbers, if they are not correct or if they change you are obliged to let us know forthwith the right license plate numbers. Thereby you avoid that there is a delay when it comes to loading of your vehicle and when it comes to processing your freight invoicing.

license plate: DSR28344 KU704VN means of transport: articulated lorry Berger Standard
freight agreement: 660,00 EUR cargo agreement includes all intermediate costs

journey succession		fixed date	loading/unloading	order
address/location				
1	Sterk Transporte A 6841 Mäder	18.12.14 - 12:00	loading	2200026
2	DPA Duisport Agency GmbH D 47119 Duisburg	19.12.14 - 09:00	unloading	2200026

internal order no. 2200026 exchange of loading equipment: No

consignor	consignee
fixed date from 18.12.14 - 12:00 to 18.12.14 - 13:00	fixed date from 19.12.14 - 09:00 to 19.12.14 - 11:00
Sterk Transporte	DPA Duisport Agency GmbH
Industriestrasse 9	Hafennummer 3696
A 6841 Mäder	Alte Ruhrorterstr. 14
	D 47119 Duisburg

loading place(s)/remarks		unloading place(s)/remarks	
0842203804			
delivery note no.	qty packing content	UN-no ADR	packing gr. tunnel code weight in kg
0842203804	21 CHINW Energy Drink packed food		18483,19

all standards presented hereafter under article 7 have to be fulfilled

remarks ACHTUNG: Alle Termine sind Fixtermine / ATTENTION: All delivery dates are fixed dates!
ACHTUNG: WÄHREND DES TRANSPORTES DARF DER LKW NUR AUF BEWACHTEN
PARKPLÄTZEN ABGESTELLT WERDEN !! ATTENTION: DURING THE TRANSPORT DRIVER
ONLY HAS TO STOP AT GUARDED AND SAFED PARKING-AREAS !!!
Ladefläche muss komplett leer sein / Es dürfen keine Ladehilfsmittel auf die Ware geladen
werden
20 km leer/ 660 km

29.01.2015 16:07 gez. Anton Hager (-3120/-93101) a.hager@berger-logistik.com
emergency mobile:

- 1)Fundamental Agreements
a. You as carrier are liable according to the CMR (latest version).
b. During the execution of the order it is strictly forbidden to consume alcohol and/or drugs.

Wir arbeiten nach neuesten Allgemeinen Österreichischen Spediteurbedingungen (AÖSp), sowie nach den Transport-, Umschlags-, Lager- und Konnossementsbedingungen der von uns beauftragten Reedereien/Frachtführer und der jeweiligen Hafenbedingungen. Bei Selbsteintritt im Straßengütertransport arbeiten wir ausschließlich aufgrund der jeweils gültigen CMR-Bedingungen.

We work according to the latest General Austrian Forwarders' Conditions (AÖSp) and according to the transportation, transshipment, warehousing and bill of lading conditions of shipping companies/carriers engaged by us as well as the relevant port conditions. In the event of self-dealing in road freight traffic, we work exclusively according to the relevant valid CMR conditions.





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- c. The vehicle used has to be in impeccable technical condition and particularly the vehicle used has to be preventively maintained and regularly serviced.
- d. If you deploy subcarrier you are liable to us if it comes to an event of damage or loss or own-name transactions.
- e. We take for granted that you have the required permissions and warrants for the transportation. This also applies to all countries and their regulations which are trafficked for the purposes of this order.
- f. You ensure and are liable that the appointed driving personnel are employed according to the laws of the country in which the vehicle has the licensing of road vehicles. This applies especially for foreign driving personnel.
- g. As far as you transport dangerous goods for us, you are obliged to have a valid dangerous goods safety adviser implemented in your company.
- h. You take care thereof that you stick to the rules of the German law on action against illegal employment in legal freight traffic (GüKBillBG).
- i. Customer protection is considered to be agreed. In case of entering the competition, your freight transport laws are obsolete.
- j. Please confirm the order. Non-confirmation does amount to acquiescence in all points.
- k. As place of jurisdiction for all conflicts arising from the concrete transport contract is stipulated Rattenberg.

2) Acceptance and delivery of cargo

- a. The vehicle you supply for the ordered transport has to match the requirements of a vehicle covered by compulsory insurance according to CMR if there is nothing agreed to the contrary in the transportation order.
Damage on tarpaulins and superstructures, condensed water in the shipping space, not broom-cleaned cargo areas and not odourless shipping spaces can lead to a refusal of the vehicle at the loading areas and to settlement of costs (see article 2 e).
- b. When it comes to shipping of different products into one loading unit they have to be separated clearly and extra attention has to be paid that it does not come to a crisscross/four-way contamination caused by incompatible products.
- c. The driver has to check and confirm the quantity of packages to take on. Significant therefor is the forwarders receipt which has to be signed by the driver at the loading area.
- d. If the driver does not note any justified provisions on the forwarders receipt, the cargo is considered to be packed and loaded securely and good and taken over damage free.
- e. If it comes to non-compliance of the takeover date or the unloading date or to non-supply of the agreed means of transport the incurred costs will get invoiced to you. If costs or efforts emerge because of the supply of a vehicle which does not correspond to the requirements, they will get invoiced to you.
- f. On full truck loads it is prohibited to load additional cargo or transshipment if there is not an explicit permission.
- g. For the loading and unloading there are agreed 24 hours of free demurrage.

3) Transportation and transport surveillance

- a. You have to acquaint us immediately if it comes to any delays and/or impediments.
- b. If you accept this order and the receipt of the goods in transit, you undertake that the loaded motor vehicle, trailer and/or articulated trailer are orderly guarded at the time of placing it in the time between the takeover of the goods in transit and their delivery, especially if it comes to interruptions of the journey or parking of loaded trailers/articulated trailers without transport vehicle they only can be parked at guarded parking areas.

4) CMR-Insurance

- a. You have procured an according to the CMR sufficient transport operator's liability insurance and you have duly paid the premium.

5) Loading tackles

- a. If pallet exchange is agreed you have to carry along a sufficient number of duly and barterable loading devices and to exchange it at the time of loading.
- b. For every pallet exchange you have to send us a corresponding loading tackle documents with the freight note. We are constrained to assume that you did not meet the obligations if you do not send us the loading tackle documents.
- c. In case that you don't get any loading tackles at the unloading area you have to contact us immediately so that we can contact the unloading area when your vehicle is still there and try to clarify everything. If you do not inform us or you do not inform us in time, you are responsible for the procurement of loading tackles.
- d. Package items which you did not exchange at the consignor against our instructions have to be send back to the consignor within 4 weeks. For euro pallets which were not send back in time we account 12.78 € for every pallet.
- e. Düsseldorf pallets are not for exchange. However you have to document the pallet movement as euro pallets and you have to send us the corresponding loading tackle documents. In case of getting back Düsseldorf pallets against our instructions at the unloading area you should return them within four weeks at the consignor! For Düsseldorf pallets which were not sent back in time we account 8€ each.

6) Freight rates and payment agreement

- a. The date of payment is determined for 30 days after receiving the invoice and after you have submitted all originals of the acknowledged waybills, delivery notes, confirmed loading tackle documents and other documents which were required in the transport order.

7) Special agreement for transportation of food

- a. If your company is equipped with a valid IFS certificate you have to conduct this transport according to the certification.

Wir arbeiten nach neuesten Allgemeinen Österreichischen Spediteurbedingungen (AÖSp), sowie nach den Transport-, Umschlags-, Lager- und Konnossementsbedingungen der von uns beauftragten Reedereien/Frachtführer und der jeweiligen Hafenbedingungen. Bei Selbsteintritt im Straßengütertransport arbeiten wir ausschließlich aufgrund der jeweils gültigen CMR-Bedingungen.

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b. If your company is not equipped with a valid IFS certificate you have to fulfill the following minimum standards for the transportation of food:

- The shipping cask and the vehicle have to be clean and have to be in working order.
- You have to ensure a clean appearance and daily personal care of the driving personnel. Before dealing with unpacked products the driving personnel has to wash their hands or they have to wear clean gloves.
- Extra attention has to be paid to avoid contamination because of emissions, exhaust gases, odours, foreign substances, packaging material, etc.
- Special requirements have to be fulfilled compulsory and verifiable. This concerns for example the lack of specific contents and ingredients (i.e. BVO (loading and packing regulations), allergens, pork)
- For temperature controlled transports you have to ensure that you comply the by us predefined temperatures and that you determine and register them via convenient measuring devices and monitoring devices. You have to report us immediately deviations and failures of the refrigeration. You have to communicate us corresponding recordings in the course of invoicing additionally to the documents mentioned in article 6)a. All measuring equipment has to be checked in determined intervals and according to defined approved standards/methods and adjust or calibrate it if necessary. The results of the review, adjustment and calibration have to be forwarded to us if we demand it.
- Every silo truck has to be cleaned at a tank cleaning place certificated with EFTCO before loading. The cleaning documents (ECD) and the documents which we mentioned in article 6) a have to be forwarded to us in the course of invoicing.
- If it comes to ambiguity because of contrary information at the loading place you have to inform us before the beginning of the transport.
- In case of an incident which is an endangering incident concerning product safety or quality you have to contact us as contractee and the responsible authorities immediately.

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