



Nitz+Co
Speditions-
Kontor GmbH

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TRANSPORT ORDER JJxxxxx-x

Duisburg, DD.MM.JJJJ
 contact person Nitz + Co.

To: forwarder/carrier, place / country code

FAO: contact person forwarder/carrier

Fax: Fax-no. forwarder/carrier

<p><u>Order accepted</u> (pls. confirm by Fax)</p> <p>..... (company stamp and signatur)</p>

Any immobility times must be announced at once (**whilst the vehicle is still standing at the loading or unloading point**), so that it might be possible to exercise an influence!!! Acknowledged receipts (CMR) issued by the loading or unloading point must be presented on the following day at the latest, as otherwise claims for demurrage cannot be accepted!!!

Attention/Important	- Requirements for optional equipment - Details about allowed / not allowed previous loads - Special requirements from loading and/or unloading place - etc.
Loading date	DD.MM.JJJJ <u>from hh:mm to hh:mm</u>
Loading neutrality	strictly neutral in the name of XYZ
Release order	Release order no., product code, etc.
Loading place	Name of loading site Street, no. Country code – postal code, place
Quantity/Quality	xx TONS product name
ADR	Class, PG, UN No.
Unloading date	DD.MM.JJJJ <u>from hh:mm to hh:mm</u>
Unloading neutrality	strictly neutral in the name of XYZ
Order-No.	Order no.
Unloading place	Name of unloading site Street, no. Country code – postal code, place
Customs clearance	Details about optionally customs clearance
Freight	Agreed freight rate
Miscellaneous	Other remarks about the transport procedure

Additional requirements

- Basically speaking, the passing on of our transport orders to third parties (subcontractors) is not permitted. Any exceptions must be approved by the planning dept. management of Nitz + Co. It must always be observed that these general principles are also complied with by your subcontractors.
- **With this transport contract we confer upon you the despatching functions in accordance with ADR 2011 Chapters 1.2.1 and 1.4.2.1, in particular the prescriptions of Chapter 5.4, as well as the responsibility for adherence to and realisation of the security prescriptions as set down in Chapters 1.10 and 1.10.3; security plans in accordance with Chapter 1.10.3.2 are to be presented upon demand.**
- We urgently draw your attention to the fact that the mandatory legal stipulations according to §§ 7 b) and 7 c) of the GüKGBillBG (Act on the Combating of Illegal Employment in the Freight Sector) are to be adhered to.
- **Due to stricter security checks you are to pay attention to the fact that your drivers are able to identify themselves by means of a valid driving licence and personal identity card / passport.**
- According to German standards, in the case of international transports the respective intermediate freight forwarder / haulage contractor bears the risk coverage in accordance with CMR also for part routes as per transport contract for multimodal transports.
- In connection with the preservation of evidence in the event of product damages we recommend demanding from the shipper a sample of every load accepted and to keep this in a safe place for the maximum liability period of eight days.
- All containers to be provided for the acceptance of a consignment (tank vehicles/silos/containers), tubular material and connections must be cleaned residue-free, odourless and suitable for the acceptance of the a.m. product. An **up-to-date** ECD-cleaning certificate is to be presented at the loading point.
- In the event of KOSHER transports we require, BEFORE the goods are accepted, details of the 3 previous loads and the vehicle registration. The ECD-certificate must contain "P26 – Kosher cleaning".
- As a general rule, food transport vehicles are to be used for glycerine transports, unless alternative arrangements have been explicitly agreed upon.
- For GMP transports we require, BEFORE the goods are accepted, the corresponding GMP-certificate. Excerpts from your logbooks and journey records will be requested if required.
- The street tank vehicles and containers must be well-insulated and fitted with heating coils or a heating sump and be heatable.
- The vehicles and containers must be fitted with a **GANGWAY and HANDRAIL!!!**
- The vehicles and containers must be fitted with a compressor or, if this is prescribed, with a pump!
- The drivers must inform themselves about the security regulations applicable at the loading and unloading points and follow the instructions of the authorised persons. This also includes the **carrying and wearing of personal protective clothing**, such as security boots, protective goggles, security gloves and, where applicable, other articles of protective clothing required by the respective cargo goods.
- Prescribed deadlines (Acceptance / delivery) are to be adhered to unconditionally.
- **The contractor pledges that it will organise the work of its drivers in such a way that they are in a position to adhere to the stipulations of the Regulation (EEC) No. 3821/85 on recording equipment in road transport as well as Chapter II of the Regulation (EC) No. 561/2006 on the harmonisation of certain social legislation relating to road transport (drivers, driving times, interruptions to journey and driving times). Hereby all agreed loading / unloading times are to be taken into account. The contractor must implement the necessary enforcement measures for the driving personnel. The contractor shall be liable for violations against the stipulations concerning driving and rest times.**
- In the event of accidents, delays or hindrances to the transport procedure, NITZ + CO. must be informed without delay!
- Any immobility times must be announced at once (whilst the vehicle is still standing at the loading or unloading point), so that it might be possible to exercise an influence!!! Acknowledged receipts (CMR) issued by the loading or unloading point must be presented on the following day at the latest, as otherwise claims for demurrage cannot be accepted. 3 hours are kept free for both loading and unloading, € XX,-- will be compensated for each further hour (from the 10th hour € XXX,-- all in for a waiting day), unless any other agreements have been explicitly concluded in connection with the particular transport commission.
- In the event of neutral collection and/or delivery, it is a fundamental rule that no details regarding the origin or the whereabouts of the goods being transported may be passed on to third parties.
- Please give notice of the weight of the load immediately after the acceptance of the goods in advance by telephone.
- Please submit to us the acknowledged delivery receipt within three days after unloading per telefax in advance in order to make a prompt settlement possible.
- The transportation charges can only be paid after presentation of the acknowledged proof of delivery (consignment note, where applicable delivery notes and weight ticket).
- Term of payment:
 - invoice receipt until the 15th of a month – payable on the 15th of the following month;
 - invoice receipt until the 30th of a month – payable on the 30th of the following month.
- The protection of our customers (Prohibition of Competition) is considered agreed upon.
- We work on the basis of the German Carriers' Terms and Conditions (ADSp), latest version.
- Duisburg is considered agreed as court of jurisdiction.

State 06.01.12