

Shipping order conditions of TSI Consumer Goods GmbH

The following conditions are in addition to the transport order, the enclosed purchasing conditions of TSI and any contracts or framework agreements, the sole basis for the transport order described above and are accepted by the freight forwarder with the acceptance of the transport order. In the event of contradictions between the aforementioned documents, the most far-reaching requirement of TSI shall always apply. The freight forwarder is obliged to secure and protect the goods entrusted to him while they are in his care. In this respect, he is also subject to the obligations not expressly regulated by law or by the following conditions, the breach of which endangers the proper performance of the contract, such as, for example, reference to insufficient packaging or the inadequate securing of the goods on the pallet.

Vehicle

By accepting this transport order, the carrier undertakes that

- the truck used can transport the goods specified in this transport order without any problems. The vehicle must be able to be loaded and unloaded via a ramp. The height of the loading area of the vehicle shall be between 1.1m and 1.3m and shall comply with most standard loading ramp heights of 1.2m.
- the vehicle complies with the relevant laws, regulations, guidelines and customs, in particular those relating to foodstuffs, and is suitable for the transport of foodstuffs without restrictions.
- the vehicle does not emit any foreign odours, e.g. the smell of fish.
- no other contamination by heavy metals, pollutants, gases, radiation etc. emanates from the vehicle.
- there are no mixed loads with goods which could have a negative impact on the TSI load.
- the freight forwarder is obliged to obtain TSI's approval before accepting the order if there is any doubt about the quantity and quality of the load securing equipment available.
- walls, floor and roof as well as doors, door seals and weather protection are in technically perfect condition and no moisture can get into the interior of the hold.
- frost-sensitive goods are transported in a frost-proof manner throughout (drinks may only be transported by Frigo truck below 4°C outside temperature).
- In the case of a Frigo marking on the transport order, the goods are transported continuously and demonstrably at a temperature between 10°C and 18°C by Frigo truck.

The carrier must take preventive protective measures to safeguard the goods (food defence) against possible wilful manipulation (physical, chemical or biological contamination, sabotage, espionage).

If damage to the goods occurs as a result of the aforementioned points, the carrier is obliged to compensate for the damage, which is based on the gross sales price.

Freight documents

Unless otherwise agreed with TSI, the delivery shall be made with goods accompanying documents neutralised by TSI. The driver shall receive goods accompanying documents from the loading point at the loading point. These documents, including the delivery note and CRM, may not be handed over by the freight forwarder at the unloading point, but must be handed over directly to TSI. The delivery note to be handed in at the unloading point is sent by TSI to the freight forwarder before loading, who must ensure that the driver has the paper documents with him before unloading. The driver is responsible for carrying CMR documents. TSI will hand out instructions on request in the event of any unclear document processing.

The driver's name, ID number and registration number of the motor vehicle and trailer are notified to TSI by the freight forwarder one day before loading.

Loading

At the loading address specified in the transport order, the goods shall be loaded onto the vehicle provided by the freight forwarder at the specified time. In accordance with the Incoterms 2010 specified in the transport order, the supplier or TSI's warehouse (sender) shall make the goods available to the freight carrier. Depending on the Incoterms specified in the transport order, the freight carrier shall load and secure the goods. He shall provide and use the necessary load securing equipment in accordance with the requirements of the goods to be loaded. Notwithstanding the Incoterms, the freight carrier is obliged to inspect the loaded goods for obvious defects. The freight carrier may be released from his obligation to load on location by the loading point.

Unloading

The binding place of unloading as well as the unloading time in accordance with § 423 of the German Commercial Code (HGB) are specified in the transport order. Unless otherwise agreed in individual cases, unloading shall be carried out by the freight carrier in accordance with TSI's or the consignee's instructions.

Liability

Pursuant to § 425 paragraph 1 of the German Commercial Code (HGB), the carrier shall be liable for all damage caused by loss of or damage to the goods in the period from acceptance for carriage to delivery or by exceeding the delivery period. The compensation to be paid by the freight forwarder in the event of loss/damage of the goods shall be calculated in accordance with § 429 HGB, TSI reserves further rights to assert claims for damages, TSI shall be held harmless from all damages and costs which are caused by loading which is not safe for operation and transport or by insufficient securing of the load.

Stand times

TSI will only pay for standing times if the driver has arrived on time at the loading and unloading point within the specified time window. In the event of standing times even though it can be proven that the driver arrived on time at the loading and unloading point, TSI will pay standing fees of a fixed rate of 50 Euro per full hour, with standing times of 5 hours or more.

Failure to load and unload within the time window must be confirmed by the driver of the loading or unloading point on the CMR consignment note with the time of arrival as proof.

In the event of an agreed loading and unloading date and subsequent postponement by the carrier, standing times shall not be at TSI's expense.

Pallet regulation

Depending on the transport order, the pallets are handled either in a concurrent „Zug-um-Zug“ exchange procedure or via DPL or via DPL pool.

If the exchange has been agreed on a concurrent „Zug-um-Zug“ basis, then it applies that exchangeable Euro pallets standardised in accordance with the UIC Codex 435-2 standard are exchanged concurrently „Zug-um-Zug“ at both the loading and unloading points. Should this not be possible in exceptional cases:

- If this is not possible at the loading point, the freight forwarder will make up for the shortages by making subsequent deliveries of pallets or by paying the open pallet balance.
- The driver must ensure that no defective pallets are exchanged. If defective pallets are accepted, the freight forwarder is liable for the loss.
- Pallet exchange receipts must be sent to TSI in text form within 30 calendar days. In the absence of a receipt, the pallets shall be deemed not to have been exchanged and shall be charged to the freight forwarder.
- TSI shall be held harmless from pallet debts.

If handling via DPL is specified in the transport order, the following applies:

- The driver must not exchange pallets at the loading point. The driver must ensure that an original accepted pallet exchange note is issued at the unloading point. The DPL certificate must be sent to TSI within 30 calendar days.

If settlement via DPL pool is specified in the transport order, the following applies:

- The driver must not exchange pallets at the loading point. At the unloading point, the driver must ensure that exchangeable pallets are handed out concurrently (Zug-um-Zug). The pallets must be taken by the driver immediately to the specified DPL depot and handed in against a receipt with reference to the TSI DPL customer number 48895-TK. Failure to do so will result in a further charge for the damage.

If pallets are not exchanged or if receipts or DPL documents are submitted late, the pallets will be invoiced at 12 euros per pallet plus VAT, if applicable. Open pallet balances will all be invoiced at the end of the calendar year..

Transport prices

The prices and terms of payment agreed in advance for this transport are fixed with the placing of this order. Any changes must be made in writing.

SVS / RVS (transport insurance)

TSI is SVS prohibition customer. The insurance is taken out by TSI itself.