

1. These General Terms and Conditions of Transport (GTT) apply to all transport and shipping orders placed by GTP Schäfer GmbH (Sender) with transport and shipping companies (Carriers). The Carrier's terms of business do not apply, even if the Sender has not taken issue with their applicability specifically in the individual case.
2. The Carrier must perform the services under this contract exclusively on its own or only through sub-carriers who have been approved by the Sender in writing on an exceptional basis prior to carrying out the transport. The use of sub-carriers does not affect the Carrier's liability with respect to the Sender. If the Carrier uses a sub-carrier, then it must ensure through appropriate contractual arrangements with the sub-carrier that the provisions of these GTT are complied with by the sub-carrier.
3. At the Sender's request, and observing reasonable lead times, the Carrier will provide vehicles with sufficient and suitable cargo space (including closed lateral walls, possibility of lateral loading) and ensure the carriage and delivery of the goods to be transported. The requirements are communicated to the Carrier in writing by fax or email.
4. The loading and unloading deadlines stipulated by the Sender are binding. In the event of early arrival or arrival outside of the recipient's working hours, it is only permitted to unload if the recipient declares that it is prepared for this. The incremental cost incurred by the recipient for this are passed on to the Carrier. If specified deadlines cannot be observed, then this must be announced in writing in a timely manner directly to the Sender.
5. For performance of the transport, the Carrier may only use reliable, specially trained drivers (for hazardous goods they must have appropriate training certificates) with valid driver's permit, valid passport and sufficient driving experience so that they are authorised to transport goods in accordance with the legal provisions of the countries involved. The Sender specifically stresses compliance with legal driving and rest periods. The Carrier is obligated to comply with the labour and social regulations in force at any time, especially the provisions of the German Minimum Wage Act, and to guarantee that its sub-carriers do likewise.
6. The Carrier will guarantee that
 - a) itself and/or its transport staff possesses the approval and authorisation required for transport pursuant to § 3 and § 6 German Road Haulage Act (GüKG) (approval, Community license, third-country authorisation and/or ECMT permit) and that the documents prescribed by law are carried during the trip;
 - b) a record book pursuant to Art 5 ECMT Directive is carried during the trip;
 - c) foreign drivers from third countries (non-EU/EEA countries) and subcontractors from a EU-/EEA country are only deployed with the required driving permits and/or work permits, and it is guaranteed that the driving staff carry with them the stipulated documents (e.g. work permit) in their original copies and – when necessary – an officially certified translation in the required national language during the trip;
 - d) shipping documents and loading documents are available on departure and are carried during the trip;
- e) the documents to be brought along pursuant to a) to d) must be presented in original copies on the Sender's or its contractual partners' request.
7. For performance of an order, only vehicles suitable to carry out the transport may be used. The vehicles must be in possession of an authorisation under goods haulage law in the Carrier's home country and they must meet all technical and legal requirements, and in particular comply with the legal and official regulations and labelling obligations of the involved countries. For transport of hazardous goods, vehicles must be equipped with the necessary equipment according to the regulations of the ADR (Agreement concerning the International Carriage of Dangerous Goods by Road).
8. The Sender's safety rules for conduct on its operating premises, in particular wearing of closed work shoes and safety vests when stepping out of the vehicle, must be observed by the Carrier and its driving staff. The driving staff must familiarise themselves with the Sender's safety rules before entering its operating premises by vehicle.
9. The Carrier must load and unload the goods, in departure from § 412 German Commercial Code (HGB), and transport them in a safe manner, as well as watching over the goods adequately. When loading, the Carrier must ensure that the cargo does not interfere with the operating safety of the vehicle (e.g., steering ability, stability etc.), that permissible dimensions, total weight and axle loads are complied with (e.g. load distribution plan), and load-securing measures are checked before departure and also monitored during the trip, and that lashings are re-tensioned. The Carrier must always comply with the relevant provisions of the German Road Traffic Act (StVO) regarding loading (in particular, § 22 German Road Traffic Act - StVO).
10. All equipment for securing the load during transport, as well as loading devices must be in perfect working order. In particular, the loading areas and the vehicle's cargo space must be swept clean, dry and without residues of oils and greases.
11. For carriage and fastening of the cargo, technically adequate load-securing equipment must be used in compliance with the relevant EU regulations and the VDI Guideline 2700 (load securing on road vehicles), and the Carrier must bring with it a sufficient amount of these.
12. If lashing straps are used to secure the load, then these must have a pre-tensioning force (STF) of at least 500 daN pursuant to EN 12195-2. To prevent damage during transport, between lashing straps and cargo, rigid edge protectors with minimum measurements of roughly 500x100x100x10 mm must be used. Plastic edge protectors (twin-wall sheet 19 mm) in the format of 500x190x190x19 mm are recommended for adequate securing of the product.
13. If the Carrier does not possess the necessary load-securing equipment or the Carrier's load-securing equipment is not suitable for the cargo, then the Sender reserves the right to refuse carriage and reject the vehicle.
14. As a rule, it is prohibited to transship and load third-party goods on the Sender's operating premises unless the Sender has approved this in the individual case expressly in writing before the trip. The Carrier is liable for all damages attributable to circumstances during the transshipment and

- loading on the Sender's operating premises and/or after the moment of placing the cargo on the loading area.
15. The Sender's regular loading hours for transport are from Monday to Friday from 8 AM to 5 PM. Further details of the loading hours are communicated when placing the shipping order. Waiting periods due to delays not attributable to the Sender do not entitle the Carrier to assert any type of claims against the Sender.
16. The shipping documents are issued in three copies: the first copy goes to the Sender, the second copy accompanies the goods, the third copy is retained by the Carrier. The shipping documents are a prerequisite for billing the transport service.
17. If an entire trip or a direct trip it is agreed with the Carrier, then the Carrier is not permitted to transship the goods.
18. If the Carrier has not recorded any reservations accompanied with corresponding justification on the shipping documents, then it is considered that the cargo and its packaging have been determined to be in a proper condition when accepted by the Carrier. The Carrier is liable for all damages attributable to circumstances related, for instance, with transshipment and loading in the context of grouped cargo.
19. The sender provides information on the transported goods on its web page at: <http://www.gtp-schaefer.de/SDB>
20. In the event that the Carrier encounters an obstacle to carriage, delivery or transport while carrying the goods to the Recipient, it is obligated to notify the Sender of this immediately and, to the extent possible, to offer a suggestion of how the obstacle can be resolved and to procure instructions from the Sender. This type of obstacles must be recorded on the shipping documents.
21. In the event of an accident or incident of damage, the Carrier will notify the Sender immediately of detectable transport damages and loss of goods. The following information must be transmitted to the Sender in the form of a written protocol and recorded on the shipping documents.
- License number and type of the involved vehicles
 - Place, time and course of events of the accident or the incident of damage
 - Name, address of the injured/dead
 - Shipping data
 - Measures taken by the Carrier
22. The transported goods may only be handed over to the designated recipient in exchange for a legally valid acknowledgement of receipt unless the Sender has given instructions to the contrary, i.e. the Carrier must ensure that the recipient acknowledges the receipt of the transported goods with company stamp, signature and date, as well as by indicating the unloading time on the shipping documents. The Carrier is obligated to verify the identity of the recipient. The Carrier will only enable the recipient to unload the goods. The Carrier is also obligated to notify the Sender of any complaints from the recipient regarding quality and quantity of goods and must ensure that the recipient records its complaints in writing on the acknowledgement of receipt. After carrying out the transport, the Carrier will hand over all proof of delivery to the Sender.
23. To the extent that the provisions of § 414 German Commercial Code (HGB) and §§ 407 HGB, 280 German Civil Code (BGB) are applicable, the Sender's liability is limited in accordance with § 414 (1) HGB. This arrangement only applies if no mandatory regulations stipulate otherwise. The Sender is not liable for any type of indirect or consequential damages to assets, except in the case of intent or gross negligence or breach of a cardinal obligation.
24. The Carrier's liability in cross-border transport is governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR). In national carriage of goods by road, the Carrier is liable according to the provisions of the German Commercial Code (HGB).
25. The Carrier guarantees that it has and maintains a general liability insurance policy that provides comprehensive coverage for any potential liability of the Carrier with respect to the Sender for any incidents of damage. On first demand, the Carrier will demonstrate to the Sender its insurance coverage.
26. The Parties agree that the Carrier, in principle, does not have any lien or other type of right of retention to the goods. The Carrier reserves the right however to exercise a right of lien to secure any undisputed or legally binding claims.
27. For all claims derived from and related with the transport services arranged only German law applies. Legal venue is the registered office of the sender.