



UnitCargo Speditionsges.m.b.H.  
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## GENERAL TERMS AND CONDITIONS FOR SUBCONTRACTORS

### 1. Scope of Application

These terms and conditions, which can be viewed at any time under [UnitCargo - Terms and Conditions - UnitCargo](#) apply exclusively when UnitCargo Speditionsges.m.b.H, hereinafter referred to as "Principal", "UnitCargo" or "Client", places forwarding and freight orders with the contractor "Contractor".

The transport order is binding even without counter-confirmation. A written counter-confirmation with contract components amended by the Contractor shall be deemed invalid. Verbal collateral agreements shall not be valid.

Irrespective of telephone capacity inquiries, the transport contract shall only come into effect on the basis of the transport order transmitted, including the Client's General Terms and Conditions contained therein. No conditions contradicting these terms and conditions shall apply. Under no circumstances may the Contractor rely on its own GTC, even if these are contained in order confirmations. In particular, the Contractor may not refer to the validity of the AÖSp or other terms and conditions (e.g. in order confirmations etc.). Any counter-confirmations to the contrary are not part of the freight contract and are irrelevant. The Contractor shall again confirm acceptance of these GTC at the latest upon acceptance of the transported goods for transportation at the loading point.

### 2. Order acceptance

a) If the Contractor does not reject the order within one hour of receipt of the order placement, it shall be deemed to have been confirmed by the Contractor and the contract shall be deemed to have been effectively concluded.

b) All transports are subject to a duty of confidentiality, which strictly prohibits the Contractor from disclosing to third parties any information that becomes known to it in the course of carrying out the order. The contractor shall be liable for all assistants. In the event of unauthorized disclosure of information to third parties, a contractual penalty, irrespective of fault and excluded from the right of judicial mitigation, in the amount of € 10,000.00 is due. The client expressly reserves the right to claim further damages.

The prices stated in the offer or order of the client are fixed prices. Surcharges or expenses, costs (of any kind whatsoever) shall not be recognized.

### 3. Cancellation costs

The Client's transport order is binding. If the Contractor cancels the transport order or the Client is forced to cancel it due to misconduct on the part of the Contractor (e.g. failure to accept the load), the Contractor undertakes to pay a contractual penalty in the amount of 80% of the agreed freight, irrespective of fault and exempt from the right to judicial mitigation. Any further claims for damages shall remain unaffected by this. In addition, in the event of cancellation/non-acceptance, the Client shall be entitled to purchase a replacement vehicle and to charge the Contractor for the additional costs incurred. The client may cancel the transport order free of charge up to 1 day before the agreed loading date. The Contractor shall not be entitled to any claims resulting from such a cancellation.

### 4. Subcontractor, additional load

Transshipments or additional loads are not permitted without exception for full loads. Furthermore, there is a ban on additional loading without exception if the additional goods could damage the original goods or if there is a ban on mixed loading. The commissioning of a sub-carrier is only permitted with the express written consent of the responsible dispatcher of the client. If the use of sub-carriers is exceptionally permitted by the client, they must be strictly checked by the contractor beforehand and have already demonstrably carried out several orders (at least 5) properly for the contractor. The assignment of loads to subcontractors who have not previously had a business relationship with the contractor, in particular via freight exchanges, is prohibited without exception. Stacking the goods (e.g. to create additional loading space etc.) is also expressly prohibited!

Under no circumstances may loads be reloaded into a warehouse/intermediate storage/warehouse without the express permission of the client.

## 5. GPS data

For the purpose of real-time transparency in the supply chain, the Contractor shall be obliged to share its GPS data with the Client and any platform provider selected by the Client in this regard upon first request by the Client. The Client warrants that it will only query the GPS data during transportation.

## 6. Order execution

**a)** The transport vehicle used by the Contractor must be in perfect technical condition, comply with the legal requirements and have a clean loading space, an intact tarpaulin and sufficient loading capacity in accordance with the goods to be transported. The Contractor must carry a sufficient number of loading aids (wooden supports, etc.) and securing devices (lashing chains and lashing straps, clamping beams, etc.), otherwise the vehicle is defective.

In the event of non-compliance with the above-mentioned agreements/instructions, the client reserves the right to have the vehicle equipped with appropriate loading aids at the contractor's expense.

Ensuring the proper stowage of the freight and securing the load is the responsibility of the contractor without exception, even if the consignor has actually carried out the loading himself.

**b)** A no-fault contractual penalty of EUR 150 per day shall be payable for late arrival at the loading or offloading location. Any further claim for damages shall remain unaffected.

If the loading point is closed or otherwise unavailable to the Contractor, the Contractor must inform the Client immediately and obtain instructions. The Contractor is not permitted to leave the loading point without obtaining instructions. In all cases, the Contractor must await the Client's instructions. Unloading deadlines are deemed to be delivery deadlines within the meaning of Art. 19 CMR. The loading and unloading dates are absolute fixed dates. Before accepting the transport order, the contractor must check whether the delivery deadline can be met.

**c)** The Contractor is obliged to send a status report on each ongoing transport to the Client by 10:00 a.m. daily during the transport. In the course of this status report, the Contractor must inform the Client of the expected time of arrival of the vehicle at the unloading location on the day before the unloading day. If the Contractor fails to provide the status report on time or if it is incorrect, the Contractor undertakes to pay a contractual penalty of EUR 50 per omitted or incorrect status report.

**d)** The Contractor is obliged to inspect the goods handed over to him, including the packaging, according to the external appearance and to record any damage - whether to the goods or to the packaging - in the consignment note or in the respective delivery document and to inform the Client immediately in writing. The Contractor shall be liable for the proper stacking of the goods during loading in order to avoid axle overloading.

**e)** The contractor is obliged to immediately exchange loading equipment (pallets, lattice boxes, meat hooks, plastic boxes, etc.) at both the sender's and the recipient's premises without exception; he also bears the so-called exchange risk. The carrier must therefore carry a sufficient number of proper and exchangeable loading equipment. The charge for this exchange risk is already included in the freight price. For each exchange of loading equipment, a corresponding loading equipment bill must be sent to the client with the freight invoice.

**f)** Furthermore, the Contractor must ensure that any damage to the goods or packaging is documented photographically. Any reservations on the part of the sender, the recipient or the contractor must be notified to the client immediately in writing.

**g)** The Contractor is obliged to obtain all permits and licenses required for the transport. For each transport, the Contractor must ensure on its own initiative that the transport can be carried out without obstacles and must check in advance whether permits are to be obtained or customs measures (of whatever kind) etc. are to be taken (completion of transit procedures etc.). The Contractor must obtain all relevant customs information from the Client and is liable for proper customs clearance and all associated obligations. The Contractor shall not be entitled to compensation for costs incurred during customs clearance (tariffs, fees, etc.).



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**h)** The Contractor shall provide the Client with all documents and information required for registration in accordance with Romanian Government Regulation 41/2022 (UIT Code) or Hungarian Tax Amendment Act No. LXXIV/2014 (EKAER) in a timely manner (e.g. truck license plate, time of border crossing, etc.).

The Contractor shall be liable to the Client for all costs and damages incurred by the Client due to the provision of incorrect or incomplete information in connection with the UIT code or EKAER or due to the failure to provide the required information on time.

**i)** The contractor is obliged to demonstrably inform his employees and other vicarious agents, in particular subcontractors, (in writing) of the obligation to comply with the provisions of these terms and conditions and to ensure with the diligence of a prudent carrier that these safety measures are actually followed. Furthermore, the Contractor shall ensure that the truck drivers deployed have all foreign employment and secondment permits and are employed in accordance with the laws of the country in which the vehicle is registered. The driver must carry the proof and documents required by the applicable legal provisions (in particular work and residence permits). In particular, the requirements relating to ADR and StVO, load securing and safety regulations/safety clothing must be met.

**j)** When accepting the order and taking over the goods to be transported, the Contractor undertakes to properly and continuously guard the loaded motor vehicles, trailers and/or semi-trailers whenever they are parked during the period between taking over the load for transportation and its delivery. The contractor is obliged to ensure that loaded motor vehicles or transport units are properly locked whenever they are parked (even for a short time). The motor vehicles or transport units used must also be equipped with 2 independent anti-theft devices that are state of the art and functional, which must be verifiably activated every time they are parked, even if only for a short time. The rear doors of the trailers/containers must always be verifiably locked (at least with a solid shackle lock) so that access from outside by third parties is prevented in any case. After each break, the integrity of the lock or the outer walls of the loading space must be checked. The Contractor must ensure that loaded transport vehicles (trailers, semi-trailers, swap bodies, containers, etc.) are always properly guarded during parking and at night, may only be parked on weekends and public holidays in a lighted and secured parking lot or a secured (fenced and adequately guarded) company premises. In general, only guarded parking spaces may be used. A list of guarded parking spaces can be found at [www.iru.org](http://www.iru.org), [www.ania.it](http://www.ania.it), for example. The route must be planned in such a way that no breaks, overnight stays or other parking operations (except for short-term refueling operations) are required in unguarded parking lots, provided that the prescribed driving and rest periods are observed. If necessary, the Contractor is obliged to reserve guarded parking spaces as a precaution and to assign the driver accordingly. The isolated parking of loaded trailers/semi-trailers/swap bodies (without towing vehicle) as well as the parking of the transport vehicle in an unsecured area is prohibited without exception (even in a guarded parking lot) and there is usually no insurance cover with conventional insurance companies (!!).

For all shipments to England, due to the current migration risk, the driver must seal the load and lock the truck to prevent people from entering. Due to the current situation, parking within 100 km of Calais is expressly prohibited. The last 100 km to the port must be driven without stopping. It is also the responsibility of the driver to ensure that no passengers have boarded the vehicle. The Contractor is obliged to comply with the requirements of the Home Office and to carry out the necessary security checks on the vehicle. The vehicle security checklist can be found at <https://www.gov.uk/search/all?keywords=security+checklist&order>.

**k)** The contractor is obliged to carry out loading and unloading. Damage caused by circumstances during loading or unloading shall be borne by the Contractor. The Contractor shall ensure that the load is properly secured in accordance with the statutory provisions. In particular, the contractor must ensure the traffic and operational safety of transportation and load securing. The obligation to secure the load is the sole responsibility of the contractor, even if the consignor has loaded the goods. The Contractor must identify all sources of damage before carrying out the transportation and, in particular, check the loading/stowage and packaging for their suitability for transportation. If necessary, sources of damage must be eliminated or instructions must be obtained from the customer. Upon acceptance of the goods, the Contractor shall check the quantity, condition and weight of the goods to be transported. In the event of deviations in the quantity, condition and acceptance temperature from the Client's specifications, defective packaging, stowage or impossibility of inspection, loading must be stopped immediately and only continued after consultation with and express instructions from the Client. In the event of discrepancies, the client must be notified immediately and a corresponding reservation must be noted on the consignment note. The confirmation of acceptance to be signed by the driver shall be decisive for the proof of the packages accepted by the driver at the respective loading point.

## 7. Thermal transport

The vehicles used for thermal transportation must be equipped with temperature recorders. The specified transport temperature must be entered exactly in the CMR consignment note. The Contractor shall be liable to the Client for any incorrect entry in the consignment note. The Contractor is obliged to have the temperatures in the hold confirmed by the consignee in the CMR consignment note upon arrival at the consignee. The temperature records confirmed by the consignee must be submitted to the client together with the invoice and original CMR.

Calibration reports must be sent to the client by the contractor at least once per calendar year.

The vehicle must be properly pre-cooled in good time before the goods are accepted. If the temperature logs are not submitted in the original and these do not show the specified temperature without any gaps, the goods shall be deemed a total loss and must not be accepted. The contractor is liable for ensuring that air circulation is guaranteed and that all goods are properly tempered.

## 8. Dangerous Goods

When accepting dangerous goods, the Contractor must ensure that the vehicle and the ADR equipment are in perfect condition and that each crew member is in possession of a valid transport permit for ADR goods and carries a photo ID and the written instructions in a language that the vehicle crew can read, understand and implement. The applicable ADR regulations apply. Reloading and loading is not permitted in the case of complete loads (point 8. lit. j). The vehicles must be equipped for the transportation of dangerous goods. In particular, all conceivable requirements with regard to equipment must be met (sewer cover, shovel, broom, fire extinguisher, binding agent, collection container, respiratory protection, etc...). When transporting hazardous goods (ADR), the contractor is also liable for the proper declaration on the freight documents, the correct labeling of the load and for carrying the necessary transport documents as well as the legally compliant labeling of the vehicle. The contractor is obliged to ensure that all dangerous goods regulations, in particular ADR, as well as all national regulations in the countries affected by the transportation are complied with. The contractor confirms the existence of a dangerous goods officer in his company. The Contractor shall fully indemnify and hold the Client harmless from and against all public and, in particular, dangerous goods law claims by authorities and claims by third parties.

## 9. Demurrage regulation

The assertion of demurrage charges is excluded for a waiting time or standing time at the sender's or recipient's etc. of up to 24 hours in each case. Saturdays, Sundays and public holidays are not taken into account, i.e. these are always free of demurrage charges. After the agreed 24-hour demurrage exemption, a maximum of € 150,- per day/per truck may be charged in demurrage, provided that the client is actually guilty of deliberate recklessness, whereby the burden of proof for the degree of fault/negligence lies with the contractor. However, the demurrage charge is limited to a maximum of 3 days.

## 10. Insurance

The Contractor guarantees that he has taken out CMR insurance corresponding to the value of the transported goods and undertakes to provide proof of this to the Client immediately upon request.

## 11. Payment

a) Payment shall be made exclusively by means of a credit note procedure. The Contractor's Freight Credit Note (FG) is only due when the loading order together with the original transport documents (CMR consignment note, delivery notes, pallet notes, etc.) has been verifiably transmitted to the Client. The risk of transmitting these documents shall be borne by the Contractor. The Contractor is aware that the Client's customers can only be invoiced if proof of delivery is sent on time and in full, confirmed in the original by the recipient. The transferee must be listed with his or her first and last name in the proof of delivery. The Contractor therefore undertakes to send the original of all transport documents, such as delivery notes, bills of lading, pallet notes, loading equipment and weighing slips, etc., to the Client within 30 days at the latest. In the event of non-compliance with this deadline, a processing fee of € 30 will be charged, without prejudice to other rights.

The payment term is 45 days, whereby the course of this 45-day period only begins with the complete receipt of the above-mentioned transport documents by the customer. If payment is made within 10 days of receipt of the complete documents, a 4% discount will be granted.

**b)** In order to ensure identification by means of the UnitCargo reference number (starting with T or F), all documents required for the creation of the credit note must be sent together to the postal address indicated on the transport order in question.

Non-identifiable documents will be returned to the Contractor, with the result that no credit note can be issued.

It is prohibited to write reference numbers or other notes relating to the settlement between the Contractor and the Client on the original transport documentation.

**c)** The due date is calculated on the basis of the date of receipt of all delivery documents together with the corresponding transport order by the customer. Since payments are made by the Client only twice a week, all payments within one week of the calculated due date are considered to be on time. The postal and billing addresses are based on the details given in the respective transport order.

**d)** All payments to which the Contractor is obliged to the Client are due within 14 days of receipt of the payment request. In the event of default, the Contractor undertakes to pay 1.5% default interest per month as well as a processing fee of EUR 40.00 plus statutory VAT per payment request.

## 12. Offsetting, exclusion of liens and retention rights

The Client is entitled to offset counterclaims (regardless of the legal grounds) as well as freight reductions in the event of poor performance. Therefore, any prohibition of set-off or retention (in particular § 32 AÖSp) is expressly contradicted. The Contractor shall not have any right of pledge or retention on any of the goods handed over to him in the course of this performance of the contract. Any lien and retention rights are therefore expressly excluded. The Contractor shall not be able to offset any claims against the Client's claims or claims. The Client, on the other hand, is entitled to offset. The prohibition of set-off therefore applies exclusively to the detriment of the Contractor. Claims against the client may not be assigned to third parties.

## 13. Minimum wage regulations, supply chains, duty of care

The Contractor undertakes to strictly comply with minimum wage regulations in countries where minimum wage regulations exist. In particular, the Contractor undertakes to actually pay the minimum wages set out in the respective minimum wage regulations to the drivers employed by him in the respective country. Upon request, he undertakes to provide the Client with all documents documenting the fulfilment of these obligations.

to be issued. The Contractor shall be liable to the Client for all costs associated with violations of minimum wage regulations, regardless of whether the Contractor himself is at fault for the violation. Due to the provisions that have entered into force with the European Mobility Package (in particular Directive 2020/1057 as well as Regulation (EU) 2020/1055 and Regulation (EU) 2020/1054), the contractor/carrier is subject to further obligations, in particular with regard to:

- ✓ Reporting Obligations
- ✓ Keeping documents available in the vehicle
- ✓ Application of host country wage law
- ✓ Submission of documents at the request of the supervisory bodies
- ✓ Use of the standard form of the public interface of the Internal Market Information (IMI) in accordance with regulation EU No 1024/2012
- ✓ Market access and cabotage rules
- ✓ Obligations with regard to driving times and rest periods

The Contractor/Carrier undertakes to comply with all provisions applicable to the introduction of the European Mobility Package in the EU. This also applies to the provisions of the Wage and Social Dumping Prevention Act (LSD-BG) and comparable regulations applicable in Europe. Should the Client be sued in any way due to violations by the Contractor/Carrier, the Client shall fully indemnify and hold the Client harmless. The Contractor is liable for compliance with all regulations and in particular human rights within the supply chain and thus also for all subcontractors and vicarious agents.

## 14. Customer protection

Customer protection is deemed to have been agreed. The Contractor undertakes not to enter into business contact with customers of the Client in his own name or on his own account or as a partner or shareholder of a company. If this customer protection is disregarded, the Contractor undertakes to pay a contractual penalty in the amount of three times the agreed freight. Any further claims for damages remain unaffected.

## 15. Other provisions

- a) If individual provisions of this contract or these terms and conditions are invalid, only these will become invalid and this will not result in the invalidity of the entire contract or the remaining terms and conditions. The invalid provisions must then be interpreted in the way that best suits the intended economic purpose..
- b) If contractual penalties or penalties have been agreed, this does not affect the client's right to claim additional damages..
- c) The Contractor warrants that it will comply with the UnitCargo Code of Conduct, which can be viewed at any time at [www.unitcargo.at/terms](http://www.unitcargo.at/terms).

## 16. Special provision for intermodal transports

In the case of so-called intermodal transports, the principal commissions the contractor with the collection of a pre-loaded semi-trailer/trailer (hereinafter referred to as "vehicle") and subsequent transportation to the rail terminal, where the vehicle is loaded onto a wagon and/or with the collection of such a vehicle from the rail terminal and transportation to the consignee. The Contractor shall handle the principal's vehicle and operating material with care and shall be liable for any resulting damage. The vehicle shall also be deemed to be a "load" within the meaning of the CMR and the Contractor shall therefore also be liable for damage to the vehicle in accordance with the provisions of the CMR. Before taking over the vehicle, the Contractor must check the load securing and, if necessary, rectify it, even if the original load securing was not carried out by the Contractor itself. Before loading the vehicle onto the train, the Contractor must ensure that the rear doors are securely closed, that the tarpaulin is securely fastened at all points and undamaged, and that it does not flap in windy conditions. The contractor is responsible for the final check that the vehicle and its components are in such a state that they can withstand the usual resistance and forces and influences that occur during rail transportation. The contractor must therefore determine all possible sources of damage and take the necessary measures to eliminate them. If circumstances exist that do not guarantee safe transportation, the contractor must contact the principal immediately and obtain instructions. The vehicle may not be loaded onto the wagon before such instructions have been received. When collecting a vehicle from the wagon, the carrier must check the entire vehicle, its components and, in particular, the load and load securing for defects and document any defects photographically. The loading of the vehicle onto the wagon and the unloading process from the wagon are the sole responsibility of the contractor. The Contractor must load the vehicle onto the wagon and unload it from the wagon carefully and on its own responsibility and shall be liable for any resulting damage.

## 17. Disclaimer

The client's liability for all damage is excluded, regardless of the degree of fault and regardless of the legal basis (for example: damage in connection with inadequate loading, securing loads, securing vehicles, confiscations, stops, etc.). If the previous exclusion of liability violates mandatory provisions and is therefore ineffective, the client's liability is limited to at least 8.33 special drawing rights per kilogram of the goods transported. This limitation of liability therefore applies, for example, to claims by the contractor against the client due to damage resulting from the provision of information, instructions, documents provided by the client and damage from defective packaging (for example: Art. 7, 10, 11, 12, 22 CMR).

## 18. Choice of law and place of jurisdiction

All disputes between the parties are subject to Austrian law, excluding the provisions of the IPR. For all disputes between the parties, including disputes about the effective existence of a contract concluded between the parties, the jurisdiction of the relevant court for A-1130 Vienna is agreed. The contract languages are German and English.