

We work on the basis of the General German Freight Forwarders' Terms and Conditions (Allgemeine Deutsche Spediteursbedingungen, ADSp) (latest version).

The legal provisions of the Road Haulage Law (Güterkraftverkehrsgesetz, GÜKG) (latest version) shall be observed.

Deviating from/ supplementing the ADSp, the following agreements apply:

As agreed, you will take over the described shipment on behalf of **M3 Logistics GmbH**. Please confirm this transport order by stipulating the license plate number of your vehicle, as well as the driver's name and corresponding mobile number.

The transport order must be confirmed in writing by the contractor within 30 minutes by fax or email. If there is no confirmation or objection, the transport order is automatically considered accepted.

Attention: In case of delays at the loading or unloading point, M3 Logistics GmbH must be informed immediately by telephone or email (service@m3logistics.de)! Loading and unloading messages are always reported, inclusive of the **time and name**, by phone, SMS, or email.

Standing times up to two hours at the loading and unloading points are included in the freight price. Standing times can only be reimbursed after prior consultation and explicit documentation.

M3 Logistics GmbH will accept your freight invoice only after presentation of the **original documents** with date, time, company stamp, and signature.

This transport order is not to be used as freight paper.

There is a ban on extra loading and accompanying cargo, we hold you liable for consequential damages. The reloading of our consignment(s) as well as reselling to third parties without our consent is strictly prohibited. This order may not be placed in freight exchanges without our consent. We reserve the right to withhold 30% of the freight price in case of violation.

It is agreed that the vehicle used by you has a transport insurance according to § 7a GüKG and an extension according to § 449 German Commercial Code (Handelsgesetzbuch, HGB) to 40 SDR is available.

Absolute customer protection for an unlimited period of time is deemed to be agreed. The contractor may not disclose the customers resulting from the transport order, their names, addresses, and information. He is not allowed to leave business cards, telephone numbers, or other information to the customer, which are in his name or in the name of another company. The customer protection with regard to the customer listed below lasts six months from the placement of the order. In the event of a violation, the contractor undertakes to pay a contractual penalty of €15,000.00. We expressly reserve the right to further claims.

Neutrality is considered as agreed!

Loading equipment is to be exchanged and returned within one week, if so agreed. If Euro pallets should not be exchanged at the consignor or consignee, **this must be confirmed in writing on the shipping document with company stamp and signature**. If the pallets are not returned or compensated within the agreed time, M3 Logistics GmbH is entitled to charge compensation for loading equipment not returned and a handling fee.

Furthermore, we reserve the right to withhold a contractual penalty in the amount of 50% of the agreed freight price in the event of any delay in meeting the loading and unloading deadlines for which the carrier is responsible, unless the carrier provides evidence that no damage or damage in the amount of 50% of the freight price was actually caused by the failure to meet the loading and unloading deadlines. This applies to any non-compliance with the essential elements of the contract. Furthermore, we will pass on any resulting damage in full.

Please always state our **transport order T-number** on your invoice!

If your company is located in the European Union (but not in Germany), then create your freight invoice tax-free under indication of the following text -- "Tax-free settlement according to the **Reverse Charge Procedure**".

The term of payment shall be 45 days following our receipt of the sender's invoice and original shipping documents. Alternatively, M3 Logistics GmbH offers the following payment terms: seven days less the 3% discount, 14 days less the 2% discount or 30 days less the 1% discount following our receipt of the complete invoice.

No chargeback to M3 Logistics GmbH will be accepted, nor will we accept the assignment of claims from this transport order. Should such an assignment nevertheless be effective against M3 Logistics GmbH, you hereby agree to the payment and charging of a lump sum of €25.00 to cover administration costs. You are free to prove the damage is less. By accepting the transport order, you agree to the settlement of the claims of M3 Logistics GmbH with regard to loading equipment and damage. The contractor undertakes to comply with all obligations under the Minimum Wages Act and shall ensure the subcontractors commissioned by him also pay their employees for work performed within the Federal Republic of Germany according to the Minimum Wages Act (Mindestlohngesetz, MiLoG), and all shall comply with the obligations resulting therefrom.

In the event of a violation of the agreed regulations, the customer has the right to cancel the transport order at any time without incurring a penalty.