



UnitCargo Speditionsges.m.b.H.
Hietzinger Kai 13/ Top 7
1130 Vienna | Austria

Tel. +43 1 577 25 03 | Fax +43 1 577 25 03 200
legal@unitcargo.at | www.unitcargo.at
UID: ATU57970404

General Terms and Conditions for Subcontractors

1. Scope

The present General Terms and Conditions of Business shall apply exclusively to commercial transactions between UnitCargo Speditionsges.m.b.H (UnitCargo) and the Contractor. The Contractor cannot rely on his own or other general terms and conditions, even if he should refer to the validity of these terms and conditions in his correspondence. The agreement on other terms and conditions must be made in writing.

2. Order acceptance

a) The order shall be accepted by the Contractor in writing (or, if the written confirmation is not provided for in the order placement, also verbally (by telephone etc.)) by confirming the order placement or actual execution of the order.

In addition to these General Terms and Conditions, only those conditions that were the subject of the order placed by UnitCargo shall apply. The Contractor shall not alter the content of the order placement unless this is expressly agreed in writing between UnitCargo and the Contractor.

b) The transport order and all correspondence between UnitCargo and the Contractor are strictly confidential. The Contractor is prohibited from disclosing the information or the order it receives to third parties in whatever form, unless UnitCargo grants its explicit written consent. This contract is binding even without express counter-confirmation of the Contractor. All further agreements before and during transport must be in writing.

3. Change of order

UnitCargo reserves the right to change the order after it has been accepted. The Contractor may refuse to carry out the order in the event of a change of order only for important reasons; the Contractor shall not be entitled to compensation for whatever legal reason. The Contractor is not entitled to agree on changes to the transport order with the client of UnitCargo without express consent of UnitCargo.

4. Cancellation costs

If the Contractor cancels an already confirmed transport, he is obliged to pay a contractual penalty of EUR 250.00 per transport. UnitCargo also has the right to charge the freight forwarder for additional costs resulting from the additional transport scheduling, as well as the difference of amount between the originally agreed freight and the actual freight being transported.

5. Subcontractors

The Contractor is not permitted to pass on the order to a third party without the express consent of UnitCargo. In case of an infringement, the Contractor agrees to pay UnitCargo a contractual penalty of EUR 5,000.00 for each such infringement.



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6. Instructions

The Contractor is obligated to comply with all instructions issued by UnitCargo. He must immediately notify UnitCargo regarding any instructions from the sender to the Contractor, and to obtain instructions on how to handle these orders. If UnitCargo does not accept such instructions, and if they are nevertheless executed by the Contractor the Contractor shall not be entitled to any compensation claims against UnitCargo from any title whatsoever.

7. GPS data

The Contractor is obligated, in order to ensure real-time transparency in the supply chain, to share its GPS data with UnitCargo and any platform provider selected by UnitCargo for this purpose after UnitCargo's initial request. UnitCargo assures that the GPS data will only be queried during transport.

8. Order execution

a) The transport vehicle used by the Contractor must be in technically perfect condition and have a clean loading space, an intact tarpaulin and sufficient loading capacity in accordance with the goods to be transported. The Contractor warrants that the loading area of the transport vehicle used is sufficiently load-bearing during mechanised loading or unloading in order to be able to safely take up the weight of the load and a forklift truck (maximum 3.5 tonnes).

b) The Contractor is obligated to appear at the loading location at the specified time. He is liable to UnitCargo for all disadvantages incurred by UnitCargo due to the fact that the Contractor does not appear, appears too early or too late at the loading point. The Contractor agrees to pay UnitCargo a contractual penalty of EUR 150.00 per day in case of infringement. The aforementioned contractual penalty shall also apply in the event of delays in the delivery of the goods at the place of unloading for which the Contractor is responsible. If the loading point is closed or otherwise unavailable for the Contractor, he must immediately inform UnitCargo and obtain instructions accordingly. The Contractor is not permitted to leave the loading point without having received instructions.

c) The Contractor is obligated to transmit a daily status report to UnitCargo during the transport until 10:00am regarding every ongoing transport. In the course of this status notification, the Contractor shall notify UnitCargo of the expected arrival time of the vehicle at the unloading point on the day before the day of unloading. If the Contractor fails in providing a timely report or if the report is incorrect, the Contractor shall agree to pay a contractual penalty of EUR 100.00 per failed or incorrect status report.

d) The Contractor shall be obligated to inspect the goods and the packaging delivered to him externally and to document any damages – whether on the goods or on the packaging – in the consignment note or in the respective delivery document and to inform UnitCargo



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immediately in writing. The Contractor shall be liable for the proper stacking of the goods during loading in order to avoid axle overload.

e) If the contract provides that loading equipment (e.g. Pallets etc.) are to be exchanged at the loading and unloading point, the Contractor undertakes to comply with this and to submit proof thereof. For loading equipment that is not returned carriage paid within 14 days after loading, UnitCargo will invoice the contractor for the amount charged to UnitCargo by its client. The contractor undertakes to indemnify and hold UnitCargo harmless in this respect.

f) The Contractor shall ensure that the damage to the goods or to the packaging is documented in photographs. The Contractor shall make all entries in the consignment note truthfully and correctly. Any reservations on the part of the consignor, the Consignee or the Contractor shall be reported to UnitCargo immediately in writing. The Contractor is obligated to park the vehicles intended for the respective transport exclusively on secured parking spaces. If the vehicle cannot be parked on secured parking spaces, the Contractor must ensure that the accepted goods are secure, in particular he shall engage a second driver to prevent stopping during the transport.

g) All transport routes must be prepared with due care and the driving and rest periods required by law must be taken into account accordingly. All charges associated with the transport and the parking of vehicles are part of the freight and will only be accepted by UnitCargo in addition to the freight if agreed in written form between UnitCargo and the Contractor before the start of the transport.

h) The Contractor is obliged to obtain all permits and licenses required for the transport.

i) The Contractor must carry the necessary equipment for securing loads – belts, anti-slip mats, edge protectors etc. – in each vehicle. If the freight forwarder takes over security equipment at the place of delivery without the consent of UnitCargo, he shall be liable for the resulting costs, regardless of the legal grounds. He is in any case obligated to demonstrably inform UnitCargo of the quantity and the cost of the required additional securing equipment.

j) The Contractor is not allowed to load additional goods at full loads. In case of infringement of this provision, the Contractor agrees to pay a contractual penalty of 50% of the agreed freight fee, but at least EUR 5,000.00.

9. Thermal transport

The vehicles used for thermal transport must be equipped with temperature recorders. The specified transport temperature must be adopted precisely as specified in the CMR consignment note. The Contractor is liable to UnitCargo for the false entry in the consignment note. He is obligated to have the Consignee confirm the temperature in the



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cargo space as specified in the CMR consignment note upon arrival at the location of the Consignee. The temperature recordings confirmed by the Consignee must be submitted to UnitCargo together with the invoice and original CMR.

Calibration records must be sent to UnitCargo by the Contractor at least once per calendar year.

10. Hazardous goods

When taking over hazardous goods, the Contractor shall ensure that the vehicle and the ADR equipment are perfectly operational and that every crew member has a valid transport permit for ADR Goods and a photo ID and carries the written instructions in the language in which the vehicle crew can read, understand and implement them. The currently applicable ADR regulations shall apply. Re-loading and loading are not allowed at full loads (Article 8. lit. j).

11. Demurrage regulation

One full working day (24h) is available for loading and unloading within the EU. There are two full working days (48 hours) available for loading and unloading for third countries. For several unloading points, a further 48 hours of free idle time shall be provided. Saturday/Sunday and holiday are not considered to be working days. Additional demurrage amount per day must be negotiated and accepted separately. Provided that the truck driver has handed over the documents of the customs office in the morning (customs time) and has informed UnitCargo (in writing), this day shall count as the first working day.

12. Insurance

The Contractor assures that he has taken out a CMR insurance equal to the value of the transported goods and agrees to demonstrate this to UnitCargo Speditionsges.m.b.H upon request.

13. Payment

a) Payments to the Contractor shall be made by credit note only against the original consignment note confirmed by the Consignee (in case of thermal transports against presentation of the temperature records confirmed by the Consignee) and other delivery documents together with the transport order issued by UnitCargo, generally after 45 days after receipt of all aforementioned documents by UnitCargo, unless otherwise agreed between the Contractor and UnitCargo.

b) All documents required for the issue of the credit note must be sent together - in order to ensure identification by means of the UnitCargo reference number (beginning with T or F) - to the postal address stated on the respective transport order.

Unidentifiable documents will be returned to the Contractor, with the consequence that no credit note can be issued.



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c) The due date is calculated on the basis of the date of receipt of all delivery documents including the corresponding transport order at UnitCargo. Since payments from UnitCargo are only made twice a week, all payments within one week of the calculated due date are considered to be on time.

The postal and invoicing addresses are based on the information given in the respective transport order.

If the Contractor sends the documents required for the issue of a credit note or any invoice to the wrong postal address, UnitCargo reserves the right to charge the Contractor an administration fee of EUR 30.00 per postal item.

d) All payments that the Contractor is obligated to make to UnitCargo shall be due within 14 days of receipt of the payment request. In the event of default, the Contractor agrees to pay 12% interest p.a. as well as a processing fee of EUR 40.00 plus statutory VAT per payment request.

14. Offsetting

The contractor may not offset his own claims against UnitCargo – regardless of the legal basis – against claims of UnitCargo.

UnitCargo reserves the right to offset claims of the contractor against counterclaims of UnitCargo or to retain payment amounts in this context. The validity of § 32 AÖSp is hereby expressly excluded.

15. Minimum wage regulations

The Contractor agrees to strict observance of minimum wage regulations in countries where these are applicable. In particular, the Contractor agrees to actually pay the drivers he employs in the respective country the minimum wage set in the respective minimum wage regulations. He agrees to submit to UnitCargo upon request all records that document the fulfilment of these obligations. The Contractor is liable to UnitCargo for all costs associated with breaches of minimum wage regulations, irrespective of whether the Contractor himself is at fault.

16. Customer protection

Customer protection is deemed to have been agreed. The Contractor agrees not to enter into business contact with UnitCargo's customers either in his own name or for his own account or as a partner or shareholder of a company. The Contractor agrees to pay a contractual penalty in the amount of three times the agreed freight if this customer protection is disregarded. Additional claims for damages shall remain unaffected.



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17. Miscellaneous

a) Should individual provisions of this contract or these terms and conditions be invalid, only this specific provision shall be deemed as invalid and it shall not result in the nullity of the entire contract or the remaining terms and conditions. The invalid clauses are to be interpreted in such a manner which best meet the intended economic purpose of the contract.

b) UnitCargo works and is liable exclusively on the basis of the General Austrian Forwarding Terms and Conditions (AÖSp) (expressly excluded is § 32 AÖSp) as well as the Convention on the Contract for the International Carriage of Goods by Road (CMR) and Convention on International Transport of Goods Under Cover of TIR Carnets (TIR Convention) - each in the currently valid version.

c) If contractual fines or penalties have been agreed upon, this shall not affect UnitCargo's right to assert claims for damages in excess thereof.

d) The Contractor assures to comply with the UnitCargo Code of Conduct, which can be viewed at any time at www.unitcargo.at/terms.

18. Choice of law and jurisdiction

Austrian law applies. Vienna is the exclusive jurisdiction for all disputes arising from the contract.

In case of any discrepancy between the German and the English version of this general terms and conditions, the German version shall prevail.