



UnitCargo Speditionsges.m.b.H.
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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 (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

The order shall be accepted by the Contractor either in writing by confirming the order placement or, if this is not provided in the ordering, orally (by telephone, etc.) or by actual execution of the order. The terms and conditions which were the subject of the order placement of UnitCargo shall apply exclusively. The Contractor shall not alter the content of the ordering, unless this is expressly agreed in writing between UnitCargo and the Contractor.

The transport order and all correspondence between UnitCargo and the Contractor are strictly confidential. The Contractor is prohibited from disclosing the information it receives to third parties in whatever form. The Contractor is not entitled to pass on the order to a third party in any form whatsoever, 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. 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.

5. Order execution

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.

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. The Contractor is obligated to transmit a daily status report to UnitCargo during the transport until 10:00 am regarding every ongoing transport. 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.

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 immediately in writing. In addition, 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.

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 are only accepted in addition to the freight if expressly agreed between UnitCargo and the Contractor before the start of the transport.

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 on the quantity and the cost of the required additional securing equipment. 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.

6. Cancellation costs

The Contractor agrees to pay a contractual penalty of € 250 per transport if he cancels an already confirmed transport within 24 hours before planned loading. 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.

7. 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.

8. 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 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.

9. 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 (item 5, last paragraph of these GTC).

10. 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.

11. 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.

12. Demurrage regulation

1 full working day (24h) is available for loading and unloading within the EU. There are 2 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.

13. 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.

14. Prohibition on offsetting

The Contractor cannot offset his own claims against claims from UnitCargo; regardless of the legal grounds.

15. Payment

Payments to the Contractor shall be effected only against original receipts confirmed by the Consignee (in the case of thermal transports against presentation of the temperature records confirmed by the Consignee) and the original invoice in general upon expiry of 45 days after invoicing, unless agreed otherwise between the Contractor and UnitCargo.

The freight forwarder is obligated to note the internal transport number (T number) of UnitCargo mentioned in the transport order on the invoice and the necessary documents, in particular the signed consignment note, otherwise the invoice shall be returned without delay and a processing fee of € 30 shall be charged per invalid invoice. Unless all agreed data are noted on the invoice and the agreed documents are attached, the latter cannot be due for payment. Unless the vendor submits the invoice with the agreed documents to UnitCargo within 30 days of successful completion of the transport, a penalty of € 30 per invoice shall be charged.

As of 01/01/2017, the following address shall be valid as postal address:

UnitCargo sro, Michalská bašta 27B, 94001 Nové Zámky, Slovakia

The billing address remains as follows:

UnitCargo Speditionsoges.m.b.H, Altmannsdorfer Straße 74/6. First floor/ 16A, 1120 Vienna, Austria

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.

16. Other

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 contractual provisions or terms and conditions are to be interpreted in the manner which is most appropriate to the economic purpose of the contract.

UnitCargo works and is liable exclusively on the basis of the General Austrian Forwarding Terms and Conditions (AÖSP) as well as the CMR (in the currently valid version). If contractual fines/penalties are agreed, extraordinary damages can be additionally demanded from the Contractor.

17. Jurisdiction

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

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