

General Terms and Conditions for Road Hauliers

The Am Zehnhoff-Söns Group (AZS Group) provides freight forwarding and transport services in national and international road haulage and, for this purpose, engages both its own vehicles and independent road hauliers.

By accepting a transport order, the road haulier acknowledges these General Terms and Conditions as the binding basis of the contractual relationship, unless otherwise agreed in an individual agreement.

Key Operational Transport Conditions at a Glance

If no alternative contact person has been expressly designated in an individual case, the following contact details and operational conditions shall be binding and authoritative.

CONVENTIONAL ROAD TRANSPORT

Bonn

Am Zehnhoff-Söns GmbH
International Logistic Services
Notifications: transport_order@azs-group.com
Invoices: in_invoice_bonn@azs-group.com

Trier

Am Zehnhoff-Söns
Multimodal Terminal Trier GmbH
Notifications: dispo_trier@azs-group.com
Invoices: accounts_trier@azs-group.com

Additional Charges	Must be notified in writing within 24 hours; otherwise, no reimbursement shall be payable.
Delays	Any delays in loading must be notified no later than one hour prior to the scheduled time; otherwise, a contractual penalty of EUR 15 shall apply. Delay in delivery: contractual penalty of EUR 100 for each late delivery; the right to claim further damages remains reserved.
Pallets	Euro pallets shall be exchanged on a like-for-like basis. Return within 14 days. Pallets not exchanged must be returned within 14 days; otherwise, EUR 15 per pallet plus a processing fee of EUR 25 shall be charged.
Neutrality	Customer protection shall be deemed agreed; otherwise, a contractual penalty of EUR 100 shall apply, without prejudice to any further damages.
Part loads	no entry for vehicles carrying ADR-classified goods.
Documents	CMR consignment notes, delivery notes, and pallet/weighing receipts must be submitted within 10 days. Missing documents: EUR 30 documentation fee. Incomplete or incorrect documentation: EUR 50 processing fee.
Invoices:	Invoices, including duly receipted proof of delivery, must be sent to the relevant email address (see contacts above). Payment: 30 days following receipt of complete documentation. Contractual penalties, fees and lump-sum charges shall be set off against the freight.

CONTAINER ROAD TRANSPORT

Bonn

Am Zehnhoff-Söns GmbH
International Logistic Services
Notifications: truck-services@azs-group.com
From 19:00 onwards by telephone at +49 178 9503 521
Invoices: in_invoice_bonn@azs-group.com

Trier

Am Zehnhoff-Söns
Multimodal Terminal Trier GmbH
Notifications: dispo_trier@azs-group.com
Invoices: accounts_trier@azs-group.com

Procedure	Upon collection, the container number must be reported. Waiting times must be notified immediately. Following completion of the transport, the duly signed CMR must be submitted without undue delay.
Waiting Times	Must be recorded on the consignment note and countersigned. Customer confirmation must be submitted by email within 24 hours; otherwise, no remuneration shall be payable. First 2 hours free of charge; thereafter: long-distance transport – EUR 12.50 per commenced 15 minutes; local transport – EUR 10 per commenced 15 minutes.
Customs	Customs documents must be taken over and submitted at the designated customs office against receipt.
Invoices	Invoices, including duly receipted proof of delivery, must be sent to the relevant email address (see contacts above). Payment shall be made within 30 days of receipt of complete documentation. Contractual penalties, fees and lump-sum charges shall be set off against the freight charges.

Contractual Basis and Liability

1. Scope of Application and Governing Law

These conditions apply to all transport orders placed by the AZS Group with road hauliers, irrespective of the type of engagement or the vehicle used.

Individual agreements, in particular framework agreements, shall take precedence over these conditions.

These conditions shall not apply to abnormal load and heavy haulage transports pursuant to sections 29(3) and 46 of the German Road Traffic Regulations (StVO) or to transports requiring special official permits.

In relation to its customers, the AZS Group generally operates on the basis of the German Freight Forwarders' Standard Terms and Conditions (ADSp) in their current version.

For domestic road transport, sections 407 et seq. of the German Commercial Code (HGB) shall apply; for cross-border transport, the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply.

2. Liability and Limits of Liability

The road haulier shall be liable for loss, damage and any other loss occurring during the period of custody.

Liability shall be governed by the provisions of the German Commercial Code (HGB), unless mandatory statutory provisions – in particular those arising from applicable international conventions such as the CMR – provide otherwise.

For national road transport, where the German Commercial Code applies, the parties agree a strict liability limit of 40 SDR per kilogram.

In the event of wilful misconduct or recklessness with knowledge that damage would probably result (qualified fault), the haulier shall be liable beyond the agreed limits of liability in accordance with section 435 HGB, unless mandatory statutory provisions provide otherwise.

3. Equipment and Loading Units

The road haulier shall be liable for containers, trailers, swap bodies, loading equipment and any other equipment provided during the period of custody.

Prior to acceptance, the equipment must be inspected for visible damage. Any damage identified must be reported without undue delay. In the absence of any objection, the equipment shall be deemed to have been accepted in proper condition.

4. Contractual Penalties and Recourse

In the event of breaches of material obligations arising from the transport order or these conditions, the AZS Group may claim contractual penalties or deductions from freight.

This shall apply in particular in cases of:

- late submission of documentation
- failure to comply with loading or delivery deadlines
- non-performance of confirmed transports
- breaches of safety or customer protection requirements

Any further claims for damages and rights of recourse of the AZS Group shall remain unaffected.

5. Indemnity

The road haulier shall indemnify and hold harmless the AZS Group against all claims, fines and costs arising from breaches of statutory provisions or contractual obligations.

This shall apply in particular to breaches of the German Road Haulage Act (GüKG), the German Road Traffic Regulations (StVO), the Road Traffic Licensing Regulations (StVZO), drivers' hours legislation, the German Minimum Wage Act, as well as comparable foreign regulations.

The indemnity shall also extend to acts or omissions of drivers or subcontractors engaged by the haulier.

6. Insurance

The road haulier shall maintain adequate insurance cover throughout the entire duration of the cooperation, in particular:

- carrier's liability insurance in accordance with the HGB (up to 40 SDR/kg) and the CMR
- statutory motor vehicle liability insurance
- public liability insurance.

The insurance cover must also extend to damage to equipment or terminal facilities. Evidence of insurance shall be provided upon request.

7. Use of Subcontractors

The assignment of a transport order to third parties shall require the prior consent of the AZS Group.

The road haulier shall remain responsible for the performance of the transport and shall be liable for any subcontractors engaged as for its own acts and omissions.

8. Invoicing and Payment Terms

Payment of freight shall be conditional upon submission of a verifiable invoice and complete transport documentation.

This shall include, in particular, the CMR consignment note or proof of delivery, as well as any additional documents required under the transport order.

Unless otherwise agreed, payment shall be made within 30 days of receipt of the complete documentation.

9. Information Obligations

The road haulier shall inform the AZS Group without undue delay of any circumstances that may impair the performance of a transport, in particular:

- delays
- accidents or breakdowns
- official inspections
- damage to the goods

Any material changes in its operational or legal circumstances must also be notified.

10. Confidentiality and Data Protection

The road haulier shall treat all information concerning customers, prices, transports and operational processes as confidential.

Personal data shall be processed in accordance with the General Data Protection Regulation (GDPR).

These obligations shall also apply to drivers and subcontractors engaged, and shall continue to apply after termination of the cooperation.

11. Jurisdiction

The place of jurisdiction shall, to the extent permitted by law, be Bonn.

Compliance and Statutory Obligations

12. AZS Group Business Partner Code of Conduct

By accepting a transport order, the road haulier confirms that it acknowledges and will comply with the AZS Group's Business Partner Code of Conduct. The Code is attached to these conditions and is available on the AZS Group's website (www.azs-group.com).

The road haulier further undertakes to comply with all statutory, regulatory and safety requirements applicable to road haulage and to ensure compliance by its drivers, employees and any sub-subcontractors engaged.

In particular, the road haulier represents and warrants as follows:

13. Compliance with Statutory Provisions

The road haulier shall comply with all applicable national and international laws and regulations governing road haulage.

14. Road Haulage Authorisations

The road haulier holds a valid EU Community licence and all necessary authorisations required to perform commercial road haulage operations, and complies with the relevant provisions of the German Road Haulage Act (GüKG), cabotage regulations and, where applicable, CEMT requirements.

15. Driver Qualifications and Documentation

The road haulier shall only deploy drivers who hold a valid driving licence, driver card and all legally required transport and vehicle documentation.

16. Dangerous Goods (ADR)

In the case of dangerous goods transport, the road haulier shall ensure compliance with all applicable ADR requirements. This shall include, in particular, valid ADR training certificates for the drivers deployed, as well as the prescribed equipment for the vehicle and the load.

17. Labour and Social Regulations

The road haulier shall comply with all applicable labour and social legislation, in particular minimum wage requirements, posting of workers regulations and rules on driving and rest periods.

18. Customs and Foreign Trade Regulations

The road haulier shall comply with all applicable customs, export control and foreign trade regulations in connection with national and international transport operations.

19. Sanctions and Embargoes

The road haulier represents and warrants that neither the company nor its legal representatives or beneficial owners are listed on any national or international sanctions lists.

20. Verification and Cooperation Obligations

The road haulier undertakes to provide the AZS Group or competent authorities, upon request, with all required authorisations, evidence and documentation.

The AZS Group shall be entitled to verify compliance with these obligations by appropriate documentation or audits.

Safety Requirements for the Performance of Transport Operations

21. Principle of Safety

The protection of human life and health shall be of paramount importance in the performance of transport operations. The road haulier shall ensure that all transports are carried out in such a way that the safety of drivers, other road users, and persons involved in loading and unloading operations is always ensured.

The road haulier shall take all reasonable organisational and technical measures to ensure the safe performance of transport operations and the protection of the vehicle, driver and cargo.

The vehicles and trailers used must be in a technically sound, roadworthy and properly maintained condition.

The cargo shall be properly secured in accordance with statutory requirements and generally accepted engineering standards.

Drivers shall carry out transport operations in a prudent and defensive manner and shall comply with all applicable traffic, safety and drivers' hours regulations.

22. Securing of Vehicle and Load Units

Vehicles, trailers and load units must be secured against unauthorised access throughout the entire transport operation.

Vehicles must be properly locked during breaks or when the driver is absent.

Following any interruption of the transport, the driver shall inspect the vehicle and load unit for any irregularities, damage or possible tampering.

23. Parking of Vehicles

During rest periods or longer breaks in transport, vehicles shall, where possible, be parked in suitable and secure parking areas.

Preference shall be given to well-lit and frequented parking areas, at service areas, petrol stations or comparable facilities.

Vehicles should not be parked in remote or evidently unsafe locations.

24. Access to Vehicle and Cargo

Unauthorised persons must not be granted access to the vehicle, load unit or cargo. The carriage of unauthorised persons in the vehicle is not permitted.

Seals or other security devices may only be removed or replaced by authorised loading or unloading personnel or by competent authorities, unless otherwise instructed by the AZS Group.

25. Cargo Security and Theft Prevention

The road haulier shall take appropriate measures to prevent loss, theft or damage to the goods transported.

The road haulier shall ensure that the drivers deployed are informed of the applicable security requirements.

A breach of material safety requirements may, in individual cases, be deemed to constitute wilful misconduct or recklessness with knowledge that damage would probably result within the meaning of section 435 HGB or Article 29 CMR.

Business Partner Code of Conduct

The Am Zehnhoff-Söns Group (AZS Group) stands for responsible, sustainable and law-compliant business practices. This Code of Conduct defines the minimum requirements for business partners.

1. Purpose and Scope

This Code of Conduct applies to all business partners of the AZS Group, in particular customers, suppliers, subcontractors, carriers, service providers and other contractors.

Business partners shall implement the principles of this Code within their organization and communicate them throughout their supply chain.

The requirements of this Code of Conduct are based on internationally recognized standards for responsible business conduct and sustainable supply chains, in particular:

- UN Global Compact Principles
- OECD Guidelines for Multinational Enterprises on Responsible Business Conduct
- International Labour Organization Core Labour Standards
- UN Guiding Principles on Business and Human Rights

Compliance with all applicable national and international laws is a prerequisite for cooperation with the AZS Group.

2. Environment

Business partners shall minimize their environmental impact and comply with all applicable environmental laws and regulations.

This includes in particular:

- compliance with applicable environmental laws and permits
- reduction of emissions, waste and environmental pollution
- responsible use of energy, water and natural resources
- safe handling, storage and disposal of waste and hazardous substances
- promotion of energy and resource efficiency

Environmental aspects should be considered in risk assessments and continuously improved.

3. Labour and Human Rights

Business partners shall respect internationally recognized human rights and the ILO Core Labour Standards.

In particular, the following principles apply:

- prohibition of child labour
- prohibition of forced labour, modern slavery and human trafficking
- fair working conditions and adequate remuneration
- compliance with applicable working hours and rest period regulations
- equal treatment and non-discrimination
- respectful treatment of employees

Safe and healthy working conditions must be ensured, in particular through:

- compliance with occupational health and safety regulations
- prevention of workplace accidents
- training on occupational health and safety
- continuous improvement of working conditions

4. Ethics and Integrity

Business partners shall act with integrity and transparency. This includes in particular:

- zero tolerance for corruption and bribery
- prohibition of improper advantages or unlawful payments
- compliance with competition and antitrust laws
- avoidance or disclosure of conflicts of interest
- protection of confidential information
- compliance with export control, sanctions and trade regulations
- compliance with applicable data protection laws

Appropriate compliance measures and internal controls must be implemented.

5. Sustainable Supply Chain

Business partners shall apply appropriate due diligence within their supply chain.

This includes in particular:

- identification and assessment of risks (risk assessment) related to environment, human rights and business ethics
- selection of responsible business partners
- communication of these requirements to subcontractors and suppliers
- implementation of appropriate preventive and mitigation measures

Business partners remain responsible for subcontractors they engage.

6. Whistleblowing System

Violations of laws or of this Code may be reported through the AZS Group whistleblowing system:

<https://www.azs-group.com/en/formular-hinweisgeberschutzgesetz>

Reports may be submitted confidentially. Whistleblowers are protected in accordance with applicable legal requirements.

7. Implementation, Monitoring and Corrective Actions

The AZS Group may request evidence of compliance with this Code.

To ensure compliance, the following measures may be taken in particular:

- monitoring of compliance with these requirements
- conducting risk assessments
- requesting additional information or documentation
- implementation of corrective actions

In case of serious or repeated violations, the business relationship may be terminated.

Privacy Notice for Road Hauliers pursuant to Articles 13 and 14 GDPR

1. Controller

The following companies of the AZS Group are responsible for the processing of personal data in connection with cooperation with subcontractors (road hauliers):

**Am Zehnhoff-Söns GmbH
International Logistic Services**
Hafenstraße 1,
53117 Bonn, Germany
bonn@azs-group.com
+49 (0) 228 6893-0

**Am Zehnhoff-Söns
Multimodal Terminal Trier GmbH**
Am Moselkai 4,
54293 Trier, Germany
trier@azs-group.com
+49 (0) 651 200 625-0

The processing is carried out in each case in connection with the performance of transport services and the respective business relationship with the relevant company.

2. Data Protection Officer

For any questions regarding data protection, you may contact our Data Protection Officer at any time::

Data Protection Officer of the AZS Group data_protection@azs-group.com
Hafenstraße 1, 53117 Bonn, Germany

3. Purpose of Data Processing

Personal data are processed to the extent necessary for the initiation, performance and administration of transport services. In particular, processing is carried out for the following purposes:

- selection and engagement of road hauliers
- organisation and performance of transport orders
- communication with contact persons, dispatchers and drivers
- verification of statutory and contractual requirements for transport services
- documentation of transport operations and provision of evidence to customers
- handling of claims, insurance cases and liability matters
- invoice verification and payment processing
- ensuring transport and occupational safety
- compliance with statutory documentation and retention obligations

4. Categories of Personal Data

In the course of the cooperation, the following categories of personal data may in particular be processed:

Contact and company data	<ul style="list-style-type: none">- names of contact persons- company name and address- telephone and email contact details
Driver-related data	<ul style="list-style-type: none">- name and contact details of the driver- driving licence and qualification certificates- information derived from transport documentation
Documentation and verification data	<ul style="list-style-type: none">- insurance confirmations- EU Community licence- information from commercial register extracts- other transport-related evidence required by law
Transport-related data	<ul style="list-style-type: none">- order and shipment data- vehicle data- loading and delivery information- timing and transport details

4. Sources of Data

Personal data are generally collected directly from the subcontractor or its contact persons. Where necessary, data may also be obtained from the following sources:

- from the commissioned transport company
- from principals or customers
- from transport or logistics documentation
- from publicly accessible registers (e.g. commercial registers)

The processing of personal data is carried out on the basis of

Article 6(1)(b) GDPR	Processing for the purposes of pre-contractual measures and for the performance of transport and logistics contracts.
Article 6(1)(c) GDPR	Compliance with legal obligations, in particular under commercial, tax and transport law.
Article 6(1)(f) GDPR	Pursuit of the company's legitimate interests, in particular: <ul style="list-style-type: none">- organisation and execution of logistics operations- ensuring the performance of transport services- documentation of transport services- establishment, exercise or defence of legal claims

6. Recipients of Data

Personal data may, where necessary for the performance of the transport order, be disclosed to:

- principals or customers in the course of transport processing
- other companies involved in the transport chain (e.g. terminals, warehousing operators)
- insurers in connection with claims
- public authorities or supervisory bodies where a legal obligation exists
- IT service providers engaged for the operation of transport or corporate systems
- legal and tax advisers

Within the AZS Group, personal data may be transferred between the aforementioned companies where this is necessary for the organisation, performance and administration of transport services, for internal administrative purposes or for the handling of claims and insurance matters.

7. Transfers to Third Countries

As a general rule, the transfer of personal data to countries outside the European Union or the European Economic Area is not intended.

Such a transfer shall only take place where it is necessary in an individual case for the performance of a specific transport order or where a legal obligation exists.

8. Retention Period

Personal data shall be retained only for as long as necessary for the respective purposes or as required by statutory retention obligations.

In particular, the following retention periods apply:

- commercial and tax-related documents: generally up to 10 years
- transport- and contract-related documents: generally up to 6 years
- documents relating to claims or liability matters: until the expiry of the applicable statutory limitation periods

9. Rights of Data Subjects

Data subjects have, in particular, the following rights under the GDPR:

- the right of access to the personal data processed
- the right to rectification of inaccurate or incomplete data
- the right to erasure of personal data, subject to applicable legal requirements
- the right to restriction of processing
- the right to data portability
- the right to object to processing, where such processing is based on legitimate interests

To exercise these rights, the data subject may contact the details provided above.

10. Right to Lodge a Complaint

Data subjects have the right to lodge a complaint with a data protection supervisory authority regarding the processing of their personal data.

The supervisory authority responsible for our company is:

Landesbeauftragte für Datenschutz und Informationsfreiheit Nordrhein-Westfalen

(State Commissioner for Data Protection and Freedom of Information North Rhine-Westphalia)

P.O. Box 20 04 44
40102 Düsseldorf

Tel.: 0211 / 38424-0
Fax: 0211 / 38424-10

<https://www.ldi.nrw.de>
poststelle@ldi.nrw.de