

Theurl Holz Assling GmbH (THEURL) general terms and conditions of loading and transport

§ 1 SCOPE OF APPLICATION

1.1 These terms and conditions of loading and transport apply to all transport orders between Theurl Holz Assling GmbH (hereinafter abbreviated to: 'THEURL') and the contractor (hereinafter abbreviated to 'carrier'). THEURL does not accept any contractual conditions of the carrier that conflict with or deviate from these general terms and conditions of loading and transport, unless THEURL has expressly agreed to their validity in writing. Deviations from these general terms and conditions of loading and transport must be agreed in writing.

1.2 These general terms and conditions of loading and transport also apply to all future business transactions until the issue of new general terms and conditions of loading and transport by THEURL, even where these transactions are concluded without reference to the general terms and conditions of loading and transport. The version in force at the time of concluding the contract is definitive in all circumstances.

1.3 The provisions of Articles 3.1 to 3.3 and articles 4 – 6 logically apply to individuals collecting their own goods.

§ 2 DETAILS OF THE TRANSPORT ORDER

2.1 THEURL will agree the full details of the transport order with the carrier in writing or verbally, in particular the goods to be carried, the recipient, the delivery address, the delivery date or time and the agreed transport charges. The agreed transport charge includes all ancillary costs, duties and fees, such as tolls or cleaning costs in particular. The agreed transport charge includes waiting times for loading and unloading of up to two hours each.

2.2 The transport order together with all other instruction issued by THEURL must be followed. Furthermore, all applicable legal regulations must be observed, and official orders complied with.

2.3 By accepting the transport order, the carrier confirms that he is entitled to carry out the transport of the accepted goods and that he has the qualifications, concessions, permits, delivery documents and other authorisations required to carry out the transport or – if necessary – can obtain them in good time at his own expense.

2.4 Delivery times and dates specified by THEURL are binding. Delays to deliveries that are within THEURL's control will be notified to the carrier immediately. For its part, the carrier must inform THEURL immediately if a deadline cannot be met.

§ 3 FULFILMENT OF THE TRANSPORT ORDER

3.1 The carrier shall deploy only trained drivers with relevant certificates of competence. The driver must report to the relevant THEURL logistics office and then move to the allocated waiting or loading area. There is speed limit of 10 km/h on the site.

Normal road traffic regulations also apply. A high visibility jacket must be worn when entering the site. Smoking is permitted only in the designated smoking areas. Instructions issued by THEURL staff must be followed without exception.

3.2 Current loading times:

Thal-Aue site: Monday to Friday 7.00 am to 5.00 pm
Thal-Wilfern site: Monday to Friday 6.00 am to 9.00 pm
Steinfeld site: Monday to Friday 7.00 am to 5.00 pm

Loading outside of these hours is subject to express agreement with a competent THEURL logistics despatcher.

3.3 When loading, the driver is responsible for checking that the goods correspond with the transport order. Furthermore, he must check the outer condition of the goods, their packaging and the weight of the vehicle on the THEURL weighbridge.

3.4 The carrier must correctly complete the documents required by the applicable legal regulations in full and carry these with him.

3.5 All transport documents must be submitted to THEURL immediately on completion of the transport order.

3.6 THEURL will pay carriage invoice within 30 days of the receipt of invoice and submission of the transport documents. If the transport documents are not submitted, are not complete or contain insufficient content, or if they include notes on complaints or defects, the invoice is considered non-payable.

§ 4 LOADING AND SAFETY REQUIREMENTS

4.1 The carrier guarantees that all vehicles used are in a technically perfect condition and comply with the relevant standards. The driver must ensure that the loading area is clean and will not soil or damage the goods.

4.2 All carriers must have standard equipment to secure the load. There must be sufficient tensioning straps available with a valid, recognised standard label (EN 12195-2). Edge protectors must be fitted between the tensioning straps and the goods. Each truck must also carry a minimum of six timber inserts (minimum 80 x 100 mm) and a sufficient number of anti-slip mats.

4.3 The carrier's driver must support the customer's staff with the loading.

4.4 The carrier and his driver are responsible for checking that the goods to be carried are properly loaded and secured. In doing so, he must apply the increased due diligence requirements of a professionally qualified carrier. The carrier is liable for ensuring loads are properly secured.

4.5 It is not permitted to step on laminated timber due to possible gaps beneath the film. There is an acute danger of falling!

§ 5 TRANSFER OF RISK AND LIABILITY

5.1 From the time that the goods are fully loaded onto the vehicle loading area, the carrier is liable for all subsequent damage to the goods loaded. If there are no notes on defects to the goods attached to the consignment note, the goods shall be deemed to have been duly delivered.

5.2 The carrier undertakes to take all due care as a competent provider in executing the transport order. In particular, the carrier is liable for the delivery of the accepted goods in unchanged quantity and quality and for all damage arising in connection with the transport of the goods. Furthermore, the carrier is liable for all damage suffered by THEURL or the recipient customer as the result of late delivery or loss of the goods.

§ 6 FINAL PROVISIONS

6.1 For data protection questions, THEURL refers the carrier to the data protection statement which can be downloaded from <http://www.theurl-holz.at/service/datenschutz/>.

6.2 The carrier waives any right of lien or retention to which he may be entitled under statutory or other applicable provisions in respect of the goods accepted.

6.3 The contractual relationship between THEURL and the carrier is governed by the law of the Republic of Austria to the exclusion of all bilateral and/or multilateral agreements concerning the purchase of movable goods, in particular to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of the International Private Law Act (IPRG) and Rome I. The contract is written in German.

6.4 The competent court for A-9911 Thal-Assling, Austria, shall have exclusive jurisdictions for all disputes arising from the contractual relationship. THEURL is, however, entitled to elect any other legally permissible place of jurisdiction, particularly the carrier's general place of jurisdiction.

Theurl Holz Assling GmbH

FN 652558 w – Innsbruck District Court (Landesgericht Innsbruck)

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