



I. General Terms and Conditions of Purchase

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I. General Terms and Conditions of Purchase

1. General information

1.1 Scope of application

These General Terms and Conditions of Purchase shall apply in the version valid at the time of conclusion of the Contract for all orders placed by the Client (DML Mittelstandslogistik GmbH, Zum Ludwigstal 41, 45527 Hattingen, Germany, represented by its managing directors: Mr. Dominik Napp and Mr. Oliver Giese). In addition, the Allgemeinen Deutschen Spediteurbedingungen 2017 (German Freight Forwarders' Standard Terms and Conditions 2017) shall apply as an integral part of these Terms and Conditions, unless these General Terms and Conditions of Purchase provide otherwise. Should the Contractor use conflicting terms and conditions, these are hereby expressly contradicted.

These terms and conditions shall apply irrespective of whether the Client places the order in his own name for his own account, in his own name for the account of a third party or in a third party's name for the account of a third party.

1.2 Definitions

The terms "order, contractor and client" are to be understood in the commercial sense. The term "order" shall mean the contractual relationship between "contractor" and "client" irrespective of the type of Contract in question, the term "contractor" shall mean the party who owes the principal performance and the term "client" shall mean the party on whose behalf the order is placed, who is to receive the principal performance and who is to pay the remuneration.

"Contractor" means you.

DML Mittelstandslogistik GmbH will be referred to in the following as "Client" for short.

1.3 Contract agreement

The contract language is German. Contractors within the meaning of these General Terms and Conditions are exclusively entrepreneurs within the meaning of § 14 BGB (German Civil Code).

1.4 Conclusion of Contract

The conclusion of the Contract takes place individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that the Client makes an inquiry to the Contractor and receives a binding offer, which can then be accepted within two weeks. With the acceptance, the Contract is concluded.

1.5 Subsequent amendment of the conditions of purchase

The Client is entitled to subsequently adapt and supplement the General Terms and Conditions of Purchase with respect to existing business relations, insofar as changes in legislation or jurisdiction make it necessary or other circumstances lead to the contractual equivalence relationship being not only insignificantly disturbed. A subsequent amendment of the Terms and Conditions of Purchase shall become effective if the Contractor does not object to the amendment within six weeks of notification. At the beginning of the period, the Client shall expressly point out to the Contractor the effect of his silence as acceptance of the contractual amendment and shall grant him the opportunity to make an express declaration during the period. If the contractor objects within the deadline, both the Client and the Contractor can terminate the contractual relationship extraordinarily unless the Client allows the contractual relationship to continue under the old General Terms and Conditions.

2. Dates, delivery periods, fixed transactions and place of performance

2.1 Dates and delivery periods

The respective performance time is individual and results from the Contract concluded between the Client and the Contractor. The agreed dates and delivery periods are binding. Decisive for compliance with the delivery period or delivery date is the receipt of the transported goods at the delivery address specified by the Client. Unless otherwise agreed, the period shall commence at the time of conclusion of the Contract.

2.2 Delay in delivery

The Contractor shall inform the Client immediately of any impending delay in delivery, cf. section 4.5 of these General Terms and Conditions of Purchase. The acceptance of a delayed delivery does not constitute a waiver of any claims for compensation.

2.3 Place of performance

Unless otherwise agreed, the Contractor shall deliver the goods at his own expense and risk to the delivery address stated in the order, which shall also be the place of performance.

For all other obligations of the contracting parties, the place of performance shall be the principal place of business of the Client.

3. price, payment and packing

3.1 Price

The agreed price may not be exceeded. If the Client demands a service after the order has been placed, e.g., due to requests for changes and additions, which require additional work on the part of the Contractor, the Contractor shall only be entitled to special remuneration if he has notified the Client of this claim in text form immediately after requesting the additional service.

Three hours are free of demurrage for loading and unloading. Saturdays, Sundays and all public holidays are generally free of demurrage.

3.2 Payment

3.2.1 Due date

Unless otherwise agreed, the agreed remuneration is due 60 days after receipt of all transport and freight documents.

3.2.2 Self-billing procedure

If the self-billing procedure has been agreed, all positive and negative items of the self-billing period are netted and a self-billing invoice is created for the resulting amount. Please note that a self-billing invoice will only be issued when all transport and freight documents are available to us. Self-billing invoices are issued every two weeks and paid 45 days after the issue.

If payment is made within 14 days of the self-billing invoice being issued, we are entitled to deduct a discount of 3.00% from the net invoice amount.

3.2.3 Necessary documents

Please note that a self-billing invoice can only be issued after you have completed the form – [Frachtführer - Onboarding](#) - and we have received this form as well as the documents mentioned in section 4.2 of these Terms and Conditions of Purchase.

3.2.4 Special note

Please also note that we do not accept incoming invoices for transportation, additional services or similar. The corresponding amounts will be recorded by us in the self-billing procedure upon presentation of the receipts and thus taken into account. The same applies insofar as we are liable for damages which are not based on a tortious act.

3.3 Packaging materials and " Kölner Palettentausch"

Packaging materials must be exchanged directly and immediately. The "Kölner Palettentausch" shall be deemed to have been agreed; the Client shall provide the Contractor with the corresponding set of rules and regulations upon request. Packaging material invoices are to be paid immediately and directly.

We charge EUR 17.50 per EUR-pallet plus administrative expenses of EUR 30.00 per order.

We charge EUR 12.50 per Duesseldorfer-pallet plus administrative expenses of EUR 30.00 per order.

We charge EUR 100.00 per pallet cage plus administrative expenses of EUR 30.00 per order.

3.4 Load securing

If the loading point provides you with material for securing the load, the costs of the material required in each case will be offset against your freight credit in the form of a minus item.

In addition, we charge an administration fee of EUR 20.00 per order.

4. Responsibility of the Contractor

4.1 General information

The Contractor assures that it has the necessary permits, authorizations and insurances for the transport of the goods and undertakes to present them to the Client upon request.

Furthermore, the Contractor undertakes to employ only drivers who have a valid driver's license and certificates entitling them to transport the goods ordered. Also, the driving personnel must be equipped with legally required protective equipment.

In addition, the Contractor is obliged to ensure that the driving personnel deployed are equipped with an updateable Android or iOS cell phone, which must have a functioning photo function and a functioning connection to the Internet in order to ensure their accessibility.

The Contractor is also obliged to use only drivers who have a work permit. In addition, he must ensure that the respective drivers carry an official certificate to this effect, including an officially certified translation in German. As far as cross-border transport is concerned, it is the responsibility of the Contractor to observe the relevant regulations of the respective country.

On the premises of the customer, the driving personnel must follow the customer's instructions.

If the Contractor culpably fails to comply with these obligations, the Client reserves the right to charge the Contractor for any damage incurred.

The Contractor retains the possibility to prove that the Client has not incurred any damage or that the damage incurred is less than the amount invoiced.

4.2 Documents required at the time of conclusion of the Contract

The Contractor is obliged to send the following documents to the Client using the e-mail address pod@dml24.de at the latest at the time of the conclusion of the Contract:

- Carriage license (EU license or national permit).
The proof of the corresponding transport license must also be provided twice a year.
- Permit certificate
- Confirmation of insurance
Freight damage liability insurance according to the German GüKG §7a with a minimum insurance sum of 600,000 €.
If the use of subcontractors has been agreed upon, they must also provide the corresponding proof.
- Confirmation of payment of the statutory minimum wage
If the use of subcontractors has been agreed upon, they must also provide the corresponding proof.
- Obligation to observe the cabotage regulations
If the use of subcontractors has been agreed upon, they must also provide the corresponding proof.

For each case of culpable violation of one of the above provisions regarding the proof of the transport license, the permit certificate, the insurance confirmation, the confirmation of the payment of the statutory minimum wage as well as the proof of the obligation to comply with the cabotage provisions, the Contractor undertakes to pay to the Client an appropriate contractual penalty, which may be determined by the Client and reviewed by the competent court with regard to its appropriateness. Any damages to be paid shall be credited against the contractual penalty. The Client shall have the right to claim damages exceeding the contractual penalty against proof.

4.3 Transmission of information

After the conclusion of the Contract, but at the latest one day before the start of the agreed service, the Contractor must send the following information to the Client in text form, stating the order number

- Cell phone number(s) of the driving personnel employed
- Registration number of vehicle and trailer
- ETA loading point

4.4 Minimum Wages and Performance by Subcontractors or Lenders

4.4.1 Minimum Wage

The Contractor undertakes to observe the minimum wage law or the wage regulations applicable in the country in which its registered office is located and to pay its employees a wage at least equal to the currently applicable minimum wage, if such a minimum wage exists, in a timely manner and shall confirm this to the Client in text form upon request.

4.4.2 Provision of services by subcontractors or lenders

The Contractor undertakes not to have the performance owed by him performed by a subcontractor and/or a lender unless otherwise agreed in writing in this respect.

Insofar as such an agreement exists, the Contractor shall inform the Client in text form of the name and registered office of the subcontractor and/or lender and shall oblige the respective company for its part to provide the service owed itself and to observe the requirements specified in Section 4 of these General Terms and Conditions.

4.4.3 Contractual penalty

For each case of culpable violation of one of the above provisions regarding the minimum wage and the hiring of subcontractors or lenders, the Contractor undertakes to pay to the Client an appropriate contractual penalty, which can be determined by the Client and reviewed by the competent court with regard to its appropriateness. Any damages to be paid shall be set off against the contractual penalty. The Client has the right to claim damages in excess of the contractual penalty against proof.

4.4.4 Indemnification

The Contractor shall indemnify the Client from all claims asserted by third parties against the Client for such violations. This also includes the reimbursement of costs of necessary legal representation.

4.5 Cabotage

4.5.1 Obligation to observe the cabotage regulations

The Contractor undertakes to observe the currently valid cabotage regulations pursuant to the German § 17 a GüKG/KabotageV and confirms this to the Client in text form.

In this respect, the Contractor assures to be the holder of a Community license and to ensure that the driver used, if he is a national of a third country, carries a driver's certificate.

As a contractor who has neither a registered office nor a branch office in Germany, you may carry out up to three cabotage transport operations with the same vehicle following an international transport operation to Germany after the first partial or complete unloading of the goods. The last unloading before leaving Germany must take place within seven days of the first partial or complete unloading.

In the case of cabotage transports, you as the Contractor who has neither a registered office nor a branch office in Germany must ensure that proof of the cross-border transport and each individual cabotage transport performed is carried for the duration of the transport and contains the following information:

- Name, address and signature of the consignor,
- The name of your company, address and your signature,
- The name and address of the consignee and, after unloading, the signature of the consignee with the date of the unloading,
- the place and date of taking over the goods and the address of the place of unloading,
- the usual description of the nature of the goods and their packaging,
- the gross weight of the goods or other indication of quantity
- official registration number of the motor vehicle or semi-trailer.

The evidence may be provided by means of an accompanying document or other suitable transport documents, also in electronic form.

The driving personnel must carry the proofs during the cabotage transport and hand them over to authorized inspectors for examination upon request or make them available in another suitable manner.

4.5.2 Subcontractors

You also undertake to use only subcontractors who comply with the currently valid cabotage regulations pursuant to the German § 17 a GüKGrKabotageV.

4.5.3 Contractual penalty

For each case of culpable violation of one of the above provisions regarding compliance with the cabotage regulations as well as the exclusive use of subcontractors complying with the cabotage regulations, the Contractor undertakes to pay to the Client an appropriate contractual penalty, which shall be determined by the Client and may be reviewed by the competent court with regard to its appropriateness. Any damages to be paid shall be credited against the contractual penalty. The Client shall be entitled to claim damages in excess of the contractual penalty against evidence.

4.5.4 Indemnification

The Contractor shall indemnify the Client against all claims asserted against the Client by third parties due to such violations. This shall also include the reimbursement of costs of necessary legal representation.

4.6 Further statutory provisions

The Contractor is obliged to comply with all legal provisions applicable to his company.

In particular, the Contractor shall ensure that the permissible total weight of the vehicle pursuant to § 34 of the German Road Traffic Licensing Regulations (StVZO) is complied with and shall notify the Client without delay in the event that it is exceeded.

4.7 Shipping documents

The Contractor undertakes to send the Client all transport/freight documents (e.g., CMR, customer delivery bills, pallet bills, packing lists or similar) at its risk in the original with a copy of the respective order within a period of 10 calendar days from completion of the order by post to the following address

DML Mittelstandlogistik GmbH
Abrechnungsstelle
Zum Ludwigstal 41
45527 Hattingen
Germany

In particular, the Contractor requires a certificate of the pallet exchange transaction (exchange and non-exchange) in the form of a pallet bill or a note on the order by the shipper (including stamp and signature). Insofar as the Contractor does not submit this documentation with the other original documents, the Client shall invoice the Contractor for any pallets and shall additionally charge an administrative fee in the amount of EUR 25.00. The Contractor shall have the option of proving that the Client has incurred no damage or less damage.

The assigned driving personnel is responsible for obtaining the necessary signatures from the customer on the documents.

The deadline for sending the documents begins on the day of unloading. If the last day of the deadline falls on a Saturday, Sunday or a general holiday recognized by the state at the place of performance, the deadline ends on the next working day.

If the Contractor culpably fails to comply with this obligation, the Client reserves the right to deduct a lump-sum compensation of EUR 35.00 from the agreed remuneration for each document not sent in due time. The Contractor has the possibility to prove that we have not incurred any damage or lower damage.

4.8 Notification of events / Status reports

The Contractor undertakes to immediately, but at the latest within 30 minutes of the occurrence of one of the following events

- Directions to the loading point
- Arrival at loading point
- Start loading the vehicle
- Departure loading point
- Arrival Unloading point
- Start unloading

- After complete unloading of the vehicle
- Accident
- Malfunction of the vehicle
- Traffic jam
- Traffic control
- Driver's illness
- Elapsed loading or unloading time at the loading or unloading point, if it exceeds 60 minutes
- Similar events that could influence the duration of the transport

and on working days between 08:00 CET and 08:30 CET and between 13:00 CET and 13:30 CET to transmit the status to the Client, stating the Client's order number, either by telephone on +49 (0)160 312 069 3 or by e-mail to status@dml24.de, stating the following information:

- Order reference number
- Status message
- Event timepoint (date, time)
- Location of the message (GPS data)
- Vehicle and trailer license plates
- ETA at next waypoint
- Remaining kilometers to the agreed loading or unloading point and ETA
- Remaining working and driving times of the assigned driving personnel

If the Contractor culpably fails to comply with this obligation, the Client reserves the right to deduct a lump-sum compensation of EUR 25.00 from the agreed remuneration for each notification not made or not made in due time.

The Contractor shall have the option of proving that we have incurred no or less damage.

4.9 Connection of telematic systems

Insofar as live tracking and/or the transmission of events via interface has been agreed, the Contractor undertakes to provide the Client with continuous read-only access to the telematics system of the vehicles used for the order. For this purpose, the Contractor shall grant the client API access to the telematics platform of the Contractor by providing the relevant API access data in good time before the start of the order.

Alternatively, the Contractor may provide the Client with the relevant data in a suitable exchange format. In this case, the data must be exported every ten minutes.

If the Contractor culpably fails to comply with this obligation, the Client reserves the right to charge the Contractor for the damage incurred.

The Contractor has the possibility to prove that the Client has not incurred any damage or that the damage incurred is less.

4.10 Smartphone applications

The Contractor is obliged, at the request of the Client, to download and use smartphone applications ("Apps") for the purpose of transmitting location and status information. All apps used must be made available to the Contractor free of charge

Any procurement costs shall be borne by the Client, the costs of using the Apps (e.g., fees charged by the mobile phone provider) shall be borne by the Contractor.

The Contractor is obliged to inform the Client immediately in case of any technical problems occurring regarding the App, the cell phone and/or the cell phone provider.

As far as the Contractor culpably does not comply with this obligation, the Client reserves the right to charge the Contractor for the damage incurred.

The Contractor has the possibility to prove that the Client has not incurred any damage or that the damage incurred is less.

4.11 Vehicle condition

The Contractor undertakes to use only vehicles that are suitable for the respective order and whose trucks meet at least the EURO 6 emission standard. They must be technically and optically in perfect condition and comply with all legal and official regulations and, if applicable, have other properties agreed between the Client and the Contractor (e.g., possibility of live tracking of the vehicle, permissible advertising inscriptions).

In addition, the vehicles must be broom-clean, odorless and have a clean and dry loading area. The floor must be able to withstand the full load, the walls must not have any holes and the walls, roof, tarpaulins as well as doors and door seals must be in technically perfect condition. The same applies to equipment to be carried on board, such as tension belts, tension boards and other lashing devices.

If the order is a complete load, transshipments and loading of goods not belonging to the order are only permitted if this has been approved in writing by the Client.

If the Contractor culpably fails to comply with this obligation, the Client reserves the right to charge the Contractor for the damage incurred.

The Contractor shall have the option of proving that the Client has not incurred any damage or only minor damage.

4.12 Load securing

The Contractor undertakes to secure the cargo by suitable measures in such a way that it arrives at its destination unharmed and other road users or residents are not endangered. In addition, he must ensure that the vehicles are equipped with on-board, regulation-compliant, approved and reusable load securing devices.

Unless otherwise agreed, each trailer must have the following minimum equipment:

- 20 lashing straps and long arm ratchets (500 daN)
- 32 hard plastic corner protectors (adequate for paper rolls)
- 30 anti-slip mats (minimum size: 500x150x8mm)

The respective vehicle driver is responsible for the proper stowage and securing of the goods on the vehicle and thus for the operational and transport safety of the load.

The Contractor shall indemnify the Client from all claims asserted by third parties against the Client for breach of this obligation. This also includes the reimbursement of costs of necessary legal representation.

4.13 Use of parking space and protection against theft

The Contractor is obliged to secure the cargo against theft by suitable measures and to use only secured parking spaces at the request of the Client.

The Contractor shall indemnify the Client from all claims asserted by third parties against the Client for breach of this obligation. This also includes the reimbursement of costs of necessary legal representation.

4.14 Driving personnel regulations

The Contractor undertakes to comply with the driving personnel regulations, in particular the statutory driving and rest times, the minimum conditions at the workplace, as well as the current EU working time guidelines and will confirm this to the Client in text form on request.

The Contractor shall indemnify the Client from all claims asserted by third parties against the Client for breach of this obligation. This also includes the reimbursement of costs of necessary legal representation.

4.15 Discrimination

The Contractor undertakes to refrain from any discrimination based on race, religion, disability, age, sexual orientation or gender.

The Contractor shall indemnify the Client from all claims asserted by third parties against the Client on account of violations of this obligation. This also includes the reimbursement of costs of necessary legal representation.

For each case of culpable violation of the above provision, the Contractor undertakes to pay to the Client an appropriate contractual penalty, which can be determined by the Client and reviewed by the competent court with regard to its appropriateness. Any damages to be paid shall be set off against the contractual penalty. The Client has the right to claim damages in excess of the contractual penalty against proof.

5. Customer protection

During the existence of the contractual relationship with the Client and within 24 months after the end of the contractual relationship, the Contractor shall not be entitled, without the prior written consent of the Client, directly or through third parties, to work for the customer for whom it has worked in the performance of its contractual relationship with the Client.

For each case of culpable violation of the above provision, the Contractor undertakes to pay to the Client an appropriate contractual penalty, which shall be determined by the Client and may be reviewed by the competent court as to its appropriateness. Any damages to be paid shall be set off against the contractual penalty. The Client has the right to claim damages in excess of the contractual penalty against proof.

6. Liability of the Contractor

6.1 National road freight transport

The liability of the Contractor in national road haulage is based on the provisions of the German Commercial Code (HGB). **If the Client has agreed with his customer on a higher than the statutory liability amount of 8.33 SDR/kg in the event of loss or damage to the goods, the Contractor shall be liable in the relationship with the Client accordingly, but not exceeding 40 SDR/kg.**

6.2 Cross-border road haulage

In international road transport, the liability of the Contractor is based on the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

6.3 Liability for loading and unloading

Insofar as the Contractor or its driver carries out the loading and/or unloading, it shall not act as a vicarious agent of the Client, so that the liability in this respect shall, in case of doubt, lie with the Contractor or the driving personnel deployed.

7. Final provisions

7.1 Legal venue

The exclusive place of jurisdiction for all legal disputes arising from this Contract shall be the Client's place of business if the Contractor is a merchant, a legal entity under public law or a special fund under public law.

7.2 Choice of law

German law shall be deemed agreed unless mandatory statutory provisions are opposed.

7.3 Severability Clause

The invalidity of individual provisions shall not affect the validity of the remaining General Terms and Conditions of Purchase.

II. Privacy policy

1. General information

Personal data collected and processed by us in the course of the conclusion and execution of the Contract are used exclusively for the purpose of establishing the Contract, structuring its content, implementation or execution of the contractual relationship (Art. 6 I b GDPR). As a matter of principle, they are not passed on to third parties. The data will only be passed on to the mail-order company commissioned with the delivery of the ordered goods for the purpose of fulfilling the Contract, insofar as this is necessary for the delivery of ordered goods. For the processing of payments, the necessary payment data will be passed on to the credit institution commissioned with the payment and, if applicable, the commissioned and selected payment service provider. Furthermore, the data (e.g., GPS data) required to determine real-time and forecast information is passed on to the companies commissioned to do so. A use of personal data is thus only carried out to the extent necessary or if we are legally or by court order obligated to do so or, if necessary, to prevent an abusive use contrary to the General Terms and Conditions in a lawful manner.

2. Storage

We store your personal data after the end of the purpose for which the data was collected, only as long as this is necessary due to legal (especially tax) regulations.

3. Your rights with regard to your data

3.1 Information

You can demand information from us as to whether we are processing personal data about you and, if this is the case, you have the right to be informed about this personal data and to the further information mentioned in Art. 15 GDPR.

3.2 Right of rectification

You have the right to have incorrect personal data concerning you corrected and, in accordance with Art. 16 GDPR, you may request the completion of incomplete personal data.

3.3 Right to cancellation

You have the right to demand from us that the personal data concerning you be deleted immediately. We are obliged to delete them immediately, especially if one of the following reasons applies:

- Your personal data is no longer necessary for the purposes for which it was collected or otherwise processed.
- You revoke your consent on which the processing of your data was based and there is no other legal basis for the processing.
- Your data have been processed unlawfully.

The right to deletion does not exist insofar as your personal data is necessary for the assertion, exercise or defence of our legal claims.

3.4 Right to limit processing

You have the right to ask us to limit the processing of your personal data if

- you dispute the accuracy of the data and we, therefore, check the accuracy,
- the processing is unlawful and you refuse to delete it and instead request the restriction of use
- we no longer need the data, but you need the data to assert, exercise or defend legal claims,
- you have lodged an objection to the processing of your data and it is not yet clear whether our legitimate reasons outweigh your reasons.

3.5 Right to data transferability

You have the right to receive the personal data concerning you that you have provided us within a structured, common and machine-readable format and you have the right to transfer this data to another person in charge without hindrance by us, provided that the processing is based on consent or a contract and that the processing is carried out by us using automated procedures.

3.6 Right of withdrawal

If the processing of your personal data is based on consent, you have the right to revoke this consent at any time.

3.7 General and right of complaint

The exercise of your aforementioned rights is basically free of charge for you. In case of complaints, you have the right to contact the data protection supervisory authority responsible for us directly.

4. Responsible office

To contact us regarding data protection, please use the following contact options. Responsible in terms of the GDPR:

DML Mittelstandslogistik GmbH
Zum Ludwigstal 41
45527 Hattingen
e-mail: anfrage@dml24.de
Phone: +49 2324 681 66 5 0