

## Shipping order

between

Gebrüder Dorfner GmbH & Co.  
Kaolin- und Kristallquarzsand-Werke KG  
Scharhof 1 · D-92242 Hirschau

and

Company

Contact

Street

Zip code

Town

DE

City

Collection number

### Agreed shipping price

According to framework agreement

Total amount in EUR (plus VAT)

Per ton in EUR (plus VAT)

### To be loaded

Date (dd.mm.yyyy)

Gebrüder Dorfner GmbH & Co., DE 92242 Hirschau, Scharhof 1

### To be unloaded

Company

Contact

Street

Zip code

Town

DE

City

Date (dd.mm.yyyy)

Date (dd.mm.yyyy)

Europe outside  
Germany

### Packaging, weight, dimensions & marking

Big Bags

Net weight per ton

ADR class/UN no.

Package

Length in m

Loose goods

Volume in m<sup>3</sup>

Bagged goods

### Important:



- The collection number is absolutely essential — no collection number, no load!
- Trucks are weighed — total weight permitted: 40 tons.
- Bulk carriers will only be loaded with kaolin when the relevant cleaning certificate is provided.
- Please carry all the equipment you need for loading.



If any problems arise during the execution of this shipping order, the contractor must contact Dorfner immediately +49 (0) 9622/82-121 or -207 Switchboard: +49 (0) 9622/82-0



## Important information - please read carefully!



# Terms and conditions for shipping orders

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### Exchange of pallets, etc.

If pallets are not exchanged when the goods are collected, they must be returned within 5 working days.

If pallets are not exchanged at the consignee's premises, we must be advised within 24 hours; otherwise, we will be unable to maintain pallet levels and will have to charge the contractor EUR 13 per Euro pallet/half pallet and EUR 90 per box pallet plus VAT.

### Customer protection

Customer protection is deemed to be agreed, and in the event of non-compliance on the part of the contractor or an authorized handler you will be liable to recourse to the sum of EUR 2,500. Contractors accepting the goods do so in the name of and on behalf of Dorfner.

### Charging

Freight costs are only payable on receipt of the original copies of the signed CMR note and delivery note. If these documents are not received by Dorfner within 8 working days, Dorfner reserves the right to reduce the freight costs by EUR 25 per load to cover the increased administration costs. The assignment of any claim arising out of this order, e.g. to a factoring company, is strictly excluded (section 399 of the German Civil Code, BGB).

### Insurance cover

The contractor will provide insurance cover as required in respect of the CMR/GüKG [German Road Haulage Act]/HGB [German Commercial Code]/VBGL [Terms of Contract for Road Haulage and Logistics Companies]; notwithstanding section 431 HGB, a maximum li-

ability of 40 special drawing rights per kg is agreed for damage to goods.

### Delivery adherence

This shipping order assumes adherence to collection and delivery times and dates. If any truck or loading space booked by Dorfner is not provided, Dorfner will procure a replacement and charge the additional costs thus incurred to the contractor.

### Demurrage

Unless otherwise agreed, demurrage will not be paid for collections and deliveries.

### Bulk loads

Residues in tankers and hoses must be cleaned/rinsed out.

### Agreement on compliance with section 7c GüKG transport management requirements

The contractor confirms that it holds the permits and authorizations required for transporting goods in accordance with Sections 3 and 6 of the GüKG (i.e. permit, Euro license, third-country approval and CEMT approval). The contractor undertakes to use only third-country foreign drivers who hold the necessary work permit and moreover to ensure that foreign drivers hold and can produce official certification accompanied by an officially certified German translation in accordance with section 7b (1) sentence 2 GüKG on every journey. The contractor agrees to allow the client to monitor this and will advise their personnel accordingly. The contractor undertakes to fulfill this duty with re-

gard to producing documents and the other duties described above in respect of its subcontractors. The contractor undertakes to use only freight carriers who meet the requirements of section 7b GüKG and to monitor them.

### Security declaration for Authorized Economic Operators (AEOs)

The contractor confirms that the goods which are the subject of this order:

- a) will be loaded/unloaded and warehoused at secure facilities in the event of transshipment or storage,
- b) are protected from unauthorized access during transport, storage and transshipment, and
- c) that the personnel assigned to this order are reliable.

Furthermore, the contractor will make sure that any business partners acting on their behalf likewise meet these requirements.

### Final provision, place of fulfillment and place of jurisdiction

We work solely on the basis of the latest version of the Terms of Contract for Road Haulage and Logistics Companies (VBGL) and the CMR. Hirschau is the place of fulfillment and place of jurisdiction.

As of: 11.12.2013 -  
signed Michael Bäuerle

Gebrüder Dorfner GmbH & Co.  
Kaolin- und Kristallquarzsand-  
Werke KG

Scharhof 1 • D-92242 Hirschau  
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