

General Terms and Conditions for Transport and Freight Orders

The following provisions apply in addition to or as deviations from the ADSp as agreed, and include the following exceptions:

1. The contractor holds valid liability insurance in accordance with the requirements of the German Road Haulage Act (GüKG) and is insured against all relevant risks under the applicable versions of the HGB, GüKG, or CMR. Their vehicles are appropriately insured under the GüKG / HGB / CMR regulations. The insurance policy can be provided upon request. For national and international transport, and in accordance with §449 HGB, it is agreed that the compensation payable by the carrier for loss of or damage to goods is increased – deviating from §431 HGB – to up to 40 SDR per kilogram. By accepting the order, the contractor undertakes and guarantees to pay the statutory German minimum wage to their employees and subcontractors, and to fully comply at all times with the obligations under MiLoG §13 and AEntG §14. The contractor assumes full liability in this regard toward OMC Transport GbR and its clients.
2. A general prohibition on transshipment applies. Waiting times of up to 2 hours are included in the freight charge.
3. The contractor agrees to maintain strict customer protection. Any contact with clients or direct transport agreements are prohibited. In the event of a violation, a contractual penalty of fifty (50) times the agreed freight charge will apply.
4. For pallet exchange, the Cologne or Bonn pallet exchange regulations shall apply. Unreturned pallets will be deducted from the freight invoice. Pallet exchange fees are included in the freight charge. Pallets not exchanged by the consignee may, despite the delivery obligation, be collected after coordination and approval.
5. The contractor undertakes to strictly adhere to agreed pickup and delivery times. In the event of a delay for which they are responsible, they shall be liable for all resulting damages. Partial or early deliveries require prior written approval from the client.
6. The contractor is fully liable for any damage caused by their drivers or agents to the principal freight forwarder. This includes failure to comply with the above provisions, as well as loss or damage to goods. Claims for damages will be directly asserted against the contractor. We accept no liability for any overloading, whether total weight or axle loads; full responsibility lies with the carrier.
7. Only our terms shall apply, even without written confirmation from the contractor. Deviations from our transport order are strictly prohibited unless confirmed by us in writing. Any objection to changes made by the contractor is not required and is hereby expressly rejected in advance. If the contractor does not accept our terms, the order shall be deemed void and no contract shall be considered concluded.
8. Payment of the freight invoice will be made only upon receipt of the original signed consignment note / original CMR including our order number and, if applicable, a copy of the T1 or T2 document confirmed by the destination customs office / authorized consignee (or alternative proof). All documents must be submitted electronically via email to OMC Transport GbR within 48 hours. If this deadline is not met, we reserve the right to apply a deduction of €25 per shipment. In the case of a delay exceeding 10 calendar days, an additional deduction of €50 per shipment may be applied. If the required freight documents are not submitted within 30 calendar days, the freight claim shall be deemed forfeited. Freight payment will be made 45 days after receipt of the invoice. Invoices must be submitted via email **only** to:
rechnungen@omc-transporte.de