

By accepting our order, you agree to our general terms and conditions.

In the event of discrepancies between the different language versions, the English version shall be considered the prevailing one.

1. Transport Assignment

The transport is agreed upon as self-entry. The use of subcontractors can only occur with prior written notification and our approval. Without a written agreement, a contractual penalty of 50% of the freight, but at least €250, is agreed upon.

2. Insurance and Liability

The contractor commits to providing written proof before the transport execution that they have a valid, paid CMR insurance with a maximum liability limit of at least €250,000 per damage case without deductible. If the insurance sum does not meet the required amount, an employee of H. Daugaard A/S must be informed immediately. H. Daugaard A/S will arrange additional transport insurance (supplementary insurance) in this case and pass the costs on to the respective transport service provider. The contractor expressly agrees to this.

3. Prices / Deadlines

All prices in the transport orders are fixed prices. If the agreed freight price is mistakenly transmitted incorrectly in the transport order, we must be informed within 7 working days. After a positive review, the order will be reissued at the correct price. Written agreements are only valid if confirmed by an employee of H. Daugaard A/S. Proven cancellations by the customer release H. Daugaard A/S from the obligation to pay cancellation costs or other compensation. Four hours are considered free of charge for loading and unloading. Our written deadlines for the transport orders are fixed deadlines. Oral agreements are not recognized. In case of delays or other deviations from the agreed transport order, we must be informed immediately both by phone and in writing.

4. Loading and Unloading

The transport partner commits to picking up and delivering the goods according to our loading order. If no exact unloading location is known, the delivery must be made according to the customer's CMR waybill. Changes may only be made with the written approval of an employee of H. Daugaard A/S. If there are any uncertainties, an employee of H. Daugaard A/S will take care of them immediately. Unauthorized actions by the driver are not allowed. In case of violations, H. Daugaard A/S reserves the right to withhold a contractual penalty, regardless of possible costs of the sender or customer. There is a prohibition on partial and transshipment. The order may not be passed on to third parties without the knowledge and written consent of H. Daugaard A/S.

5. Permits, Safety Regulations, Laws

It is expressly agreed that the deployed employees, especially the vehicle drivers, have all the necessary permits. H. Daugaard A/S reserves the right to conduct random checks. Any alcohol and drug consumption are a breach of contract. If the alcohol or drug law is violated, H. Daugaard A/S is entitled to deduct a contractual penalty of an unknown amount from the invoice. The transport contractor commits to using only the latest equipment and maintaining it regularly according to legal requirements. Furthermore, it is agreed that the truck drivers should only take breaks in guarded parking lots or company premises. Compliance with national and international laws and regulations, such as MiLoG, is a contractual basis and part of the agreement.

6. Customer Protection

Strict customer protection in favor of H. Daugaard A/S and neutrality are agreed upon. For violations of customer protection by the contractor, a penalty of €10,000 per violation is agreed upon, which can be deducted from open freight invoices. Unauthorized contact with the loading or unloading location also constitutes a violation of customer protection. Any contact from the loader or unloading location must be reported to us immediately.

7. Truck Drivers

It is expressly agreed that the deployed truck driver complies with the legal breaks, national and international laws, and regulations. The driver is responsible for the complete and correct entry of the freight documents. We assume that the driver can communicate with the loading and unloading personnel in the deployed area.

8. MiLoG and Loi Macron and Other European Minimum Wage Laws

Trips to and from the Federal Republic of Germany. The contractor is obliged to comply with the provisions of the Minimum Wage Act (MiLoG) and guarantees the continuous and timely payment of the minimum wage. If the contractor uses a subcontractor to fulfill their contractual obligations, they are also obliged to ensure that the subcontractor complies with the provisions of MiLoG. The contractor indemnifies the client from all claims, fines, penalties, and costs resulting from a claim against the client under Paragraph 13, 31 MiLoG. In particular, we point out the timely registration of the trip with the German customs. This applies equally to the French law Loi Macron and other European laws in this context.

9. NSAB 2015/CMR