

General Terms and Conditions of Hegelmann Express GmbH for the ACCEPTION OF ORDERS

1. We (Hegelmann Express GmbH) shall accept orders (freight, forwarding, storage, logistics and contracts for other logistical services) only under the exclusive application of the latest version of the VBGL, unless the VBGL are supplemented or amended by the following, to this extent also exclusively applicable regulations. Conflicting general terms and conditions of the customer shall not apply altogether, not even in supplementary form.
2. In all cases, the Customer is obliged to ensure carriage-safe loading, stowing and securing of the goods on the loading area and unloaded accordingly. If one of the above-mentioned activities is carried out by us, our personnel, subcontractors or their personnel in exceptional cases, this takes place as a supplement to the customer.
3. An inspection of the number of units, quantity or weight of the goods to be transported by us is not reasonable and does not take place, especially in the case of consolidated cargo. For the rest, reference is made to § 3 Section 4 VBGL. The driver must always be given the opportunity to personally and directly supervise both loading and unloading.
4. In the case of full loads, a maximum loading and unloading time, meaning from the arrival of the truck at the loading or unloading point, including the time of registration, bringing the vehicle to the ramp, opening the truck, loading or unloading process, closing the truck, processing the freight documents, etc., of a maximum of 2 hours in each case, shall be compensated with the agreed freight. We are entitled to an appropriate demurrage compensation for any additional standing and waiting times, for a standard articulated truck (40 tons) of at least € 50.00 net per hour, whereby weekends, Sundays and public holidays are also charged.

5. The payment of the agreed freight by the customer is not dependent on the prior submission of any documents, especially not in the original, such as delivery bills, consignment notes, pallet exchange documents, etc. The customer is also not entitled to demand fixed compensation for damages and/or a contractual penalty or to reduce the freight due to a delayed or omitted submission of such or other documents.
6. 6. we are only obliged to carry out an exchange of loading equipment of any kind after prior written agreement, from which the exact number of loading equipment to be exchanged must be determined, and such an exchange is in any case limited to a maximum of 33 euro flat pallets. Other or more loading equipment is not to be exchanged by us under any circumstances. If, for whatever reason, we are obligated to compensate the customer for damages for Euro flat pallets, in individual cases, the customer cannot demand a price per exchangeable Euro flat pallet exceeding 5.00 € net including administration and replacement costs.
7. 7. if the customer terminates the concluded contract with us before the loading of the goods has been started, we are entitled to the rights according to § 415 section 2 HGB (German Commercial Code), also in case of cross-border transports which fall under the scope of application of the CMR.
8. 8. our claims are due no later than 30 days after receipt of the invoice, also in purely electronic form, unless a shorter payment period has been agreed upon in individual cases.