General Terms and Conditions of Business

Standard terms

Confirmation of cargo insurance and the contractor's VAT number are always required for the award of the contract. The contractor must send these to Westfalia intralog GmbH (hereinafter referred to as WI) upon acceptance of the order, provided that WI has not yet received a receipt of valid goods in transit insurance certificate.

Customer protection is deemed to be firmly agreed. In the case of contravention, WI will take legal action and sue for the loss of sales incurred.

The contractor ensures to pay other transport charges on his own costs. The provisions of the HGB/CMR apply. The contractor ensures the conclusion of appropriate insurances at its own expense.

In accordance with the Law “Gesetz zur Bekämpfung der illegalen Beschäftigung im gewerblichen Güterverkehr” (law for the fight against illegal employment in the transport industry), the Contractor confirms complying with all provisions of the GüKG and the GüKGBillBG in their current and valid form. Furthermore, the contractor assures having all the necessary permits and authorisations for the transport in accordance with § 3.6 GüKG and only employing drivers with the required work permit.

The contractor's driver are responsible for securing the load safely and securely for transport.
The contractor undertakes to fulfil the order in accordance with the requirements specified in the WI transport order. WI must be informed immediately of any delays in the provision of vehicle and/or difficulties in transport processing.
In the event of subsequent cancellation by the contractor, the contractor shall be obliged to procure a replacement vehicle or shall bear any additional costs incurred by WI in procuring a replacement vehicle. The goods may not be reloaded or sold to third parties without authorisation.

Subcontractors may only be used by the contractor if they have been authorised in writing by WI in advance. When using subcontractors, the contractor must ensure that all requirements specified in the WI transport order are complied with.

The Contractor shall ensure paying his employees at least the statutory minimum wage in accordance with MiLoG § 1 (German Minimum Wage Act) with effect from January 1st 2017. This applies to all transports that involve the territory of the Federal Republic of Germany.
At the same time, the contractor declares that WI shall be hold safe and harmless in the event of any infringement.
This means that WI shall be exempted from liability in a legally binding manner internally for each case of possible statutory violation of third-party claims for damages.
The Contractor assures, due to his personnel and material equipment as well his operational organisation, to be able to carry out the intended WI transport order in compliance with the provisions of Regulation (EG) No. 561/2006 and the Driving Personnel Ordinance. In addition, the contractor shall contact WI immediately in the event of disruptions during the transport process or in the event of legally established violations in relation to the transport in order to bring about a legally compliant solution. In the event of a culpable breach of the above provisions, the Contractor shall compensate WI's customer for the resulting damage and the latter's necessary expenses in this respect.

German Cabotage

Foreign transport companies are obliged under the GüKG to insure the transport in accordance with the liability conditions of the HGB. The contractor is obliged to send WI an insurance confirmation in German or English before accepting the order. If the contractor is unable to provide confirmation of insurance, WI will arrange the insurance on the behalf of the contractor. The costs per transport amount to € 5.92 and will be charged with the freight. By accepting the order, the contractor confirms compliance with the cabotage regulations according to § 7c GüKG.

General Terms and Conditions of Business

Prohibition for Road Transport Untertakings Established in the Union (14th EU sanctions package)

The Contractor warrants, with reference to the current regulations of the EU Council and the related 14th sanctions package, that it is not owned by a Russian or Belarusian natural or legal person, organization, or entity, by at least 25%.

In the event of subcontracting a transportation, the Contractor warrants that used subcontractors will not be owned by a Russian or Belarusian natural or legal person or entity, by at least 25%. The Contractor also assures to comply with all sanctions packages of the European Union, particularly with regards to the 14th sanctions package against Russia.

Indemnification Agreement Minimum Wage France

The contractor undertakes to pay the minimum wage applicable in France (SMIC).

This minimum wage applies from July 1st 2016 in accordance with Decree No. 2016-418 (the so-called SMIC/ Loi Macron).

The application of the EU Posting of Workers Directive to road haulage companies was decided by the French government and must be complied with from July 1st 2016.

According to the Loi Macron, the contractor's driver posted to France is subject to the statutory minimum wage - Salaire Minimum Interprofessional de Croissance (SMIC).

The contractor is deemed to be the posting transport company and is obliged to appoint a representative (Reprèsentant) in France who will act as the person responsible to the French authorities for the duration of the service and who can be held accountable for at least 18 months after the posting.
If the posting transport company is unable to provide a Reprèsentant, WI offers the following option:

Nomination of a Reprèsentant exclusively for the transport listed in the WI transport order. Validity: 6 months from issue. Cost: €49.00 net per issue. There will be no charge if no transports are made in France.

In addition, the posting transport company must be able to provide evidence of a personal posting certificate (attestation de detachement) in French for each driver that is valid at the time the transport is carried out. This certificate must be available before the start of the first posting and must be issued for each driver deployed in transport operations in France.

The driver must carry a paper copy of the posting certificate in the vehicle. Further copies must be deposited with the respective representative in France (in paper or digital form) and with the posting company. In addition, the driver must carry an employment contract or payslips and, if available, a copy of any applicable collective labour agreements translated into French.

During checks, drivers must always be able to prove their gross hourly wage, working hours and the hours covered by the pay slip, stating holidays or other days off, on the basis of the documents. Documents in electronic form will not be accepted.

The Contractor undertakes to indemnify WI upon first written request against all claims and demands of third parties, insofar as the asserted claims and demands result from an alleged violation of the obligations under the Minimum Wage Act (SMIC/Loi Macron) by the Contractor or a subcontractor engaged by the Contractor. This includes, among other matters, claims by the Contractor's own employees, claims by employees of subcontractors used as well as contracted rental companies, official claims such as fines, conditions imposed by the authorities as well as associated legal prosecution and legal defence costs.

General Terms and Conditions of Business

Declaration of commitment for carriers deployed in the food and packaging industry (HACCP/BRC)

1. Inspection of the vehicles/hygiene check:
Before loading, the contractor must ensure that the tarpaulin, the box body and the floor of the loading unit used for transport are in perfect condition. Contamination by chemicals and foreign odours that could adversely affect the products, as well as moisture, pests and mould, are prohibited.

2. Hygiene and safety rules:
The Contractor's driver undertakes to comply with the relevant hygiene and safety rules at the loading and/or unloading locations.

3. Required behaviour of the driver
The Contractor's driver must independently inform himself about the behaviour to be observed at the respective loading and/or unloading locations. In the event of discrepancies, WI must be consulted immediately. The Contractor shall also ensure his driver is aware of the rules for the correct handling of goods subject to complaint/returns and compliance with the hygiene and safety rules at the respective loading and/or unloading locations.

4. Cleaning and maintenance
Transport vehicles used must be regularly cleaned and maintained. Compliance with the cleaning schedule and the implementation of cleaning measures for all transport vehicles must be documented by the contractor, as well as all maintenance work.

5. Transport and weather conditions
If mixed transports are carried out, the contractor must take suitable measures to ensure that the products are not contaminated or impaired. In the event of extreme, unfavourable weather conditions, suitable measures must be taken in consultation with WI to prevent product damage. In any case, lengthy standing times must be avoided in extreme, unfavourable weather conditions.

6. Loading and unloading, requirements in the event of (glass) breakage
The contractor must ensure that loading is safe and secure for transport. Loading and unloading must take place on suitable ramps with appropriate devices to protect against unfavourable external influences. If no devices are available and unfavourable weather conditions prevail, care must be taken to ensure proper and hygienic loading and unloading, the products must be protected or, if necessary, loading and unloading must be interrupted.
Any damage must be reported to WI immediately in writing by the Contractor.
In the event of (glass) breakage and/or goods falling over during loading and unloading or during transport, the affected goods must be reported to WI immediately and without delay in writing. In such cases, the contractor shall be informed by WI of further measures to be taken. In any case, the affected area must be carefully cleaned. If, in addition to the broken goods, undamaged goods can still be delivered, cleaning and inspection measures must be taken to ensure that no damaged, soiled goods are delivered. Goods returned due to (glass) breakage or damage should always be inspected by the customer after unloading. After this inspection, WI will decide on further handling in consultation with the customer.

7. Safety during transport
The Contractor shall ensure that suitable measures such as transhipment prohibition, vehicle inspection after leaving the vehicle, etc. are observed or taken so that unauthorised persons have no access to the goods. It must be ensured that the products are protected against intentional adulteration with biological, chemical, physical or radiological substances and/or sabotage.

General Terms and Conditions of Business

Code of Conduct

Our Code of Conduct regulates the requirements for ethical, lawful and sustainable behaviour in cooperation with suppliers. It can be viewed at any time on our homepage.

By accepting the transport order, the contractor confirms that they have received and taken note of the WI Group's Code of Conduct in its currently valid version. The contractor agrees to the requirements set out therein and undertakes to ensure that the principles contained therein are implemented in their own company and, as far as reasonable, with their own suppliers and subcontractors.