

EWERT GmbH

Ewert GmbH · Billwerder Ring 18 · D-21035 Hamburg

over 25 years experience

-BF2/3 Begleitfahrzeuge
-Streckenerkundung
-Genehmigungsservice
-Autokranvermittlung
-Fahrstraßenvermietung
(Stahl, Kunststoff)
-Baustellensicherung
-Mobilbauzäune
-Stückguttransport - 3,5to

(As of: 2001/10/23)

Terms and Conditions of "Bundesfachgruppe Schwertransporte und Kranarbeiten" for Securing Large and Heavy transports (GB/BSK-S) (Federal Gazette Notice 205/2001 dated 2001/11/02)

1. The services mentioned in this document are based on the following terms and conditions, unless there are mandatory federal laws stating otherwise.
 - 2.1. The contractor provides services to secure large and heavy transport on public roads in accordance with the guidelines on the implementation of large and heavy loads (RGST 1992;. VkBl.-Doc B 3420) and the arrangements and conditions of the permit approval authorities in the respective transport permit according to § 29 para 3 or to § 46 para 1, No. 5 of the StVZO and § 70 para 1 StVZO in form of a service contract. The contractor however, does not owe the services in person.
 - 2.2. In addition, the contractor may act as an agent and organise / order the transport permit according to § 29 para 3 and § 46 para 1, No. 5 StVZO and / or § 70 para 1 StVZO for large and heavy loads in the authority and account the client for the permit costs. In this case the operator is also authorized to use the disclaimer in accordance with para. VI. No. 6 of the VwV to § 29 para 3 StVZO or IV No. 8 of the VwV to § 46 para 1, No. 5 StVZO with effect for and against the client. The contractor, however, is not allowed to act as a haulier. Fees and costs for administrative expenses, acquisition costs and costs resulting from regulatory requirements as well as police escort fees and other costs for security arrangements are with the client, unless otherwise agreed. The contractor, however, is not accountable neither for the permit to be issued nor for the timely issue of the permit.
 - 2.3. As part of the route surveying / planning before the permit application the contractor takes no responsibility for the suitability of the route and the road conditions with regard to the specific requirements of the transport. The road check before departure rests entirely with the client.
 - 2.4. In case of the contractor setting up signs for road works, according to authority approved sign plans (see § 45 para 6 StVZO), the contractor is acting as a technical assistant of the client. The client shall be liable for the activities of the contractor like for an assistant, unless the contractor acts intentionally or with gross negligence.
3. The contractor agrees to use only properly equipped and marked support vehicles, as demanded by authorities. In the event that a support vehicle with a mounted message sign system is prescribed by the authorities, the contractor is committed to use vehicles equipped according to the specifications sheet for private escort vehicles for Large and Heavy transports (VkBl.Dok. B 3422). Additionally the contractor is committed to use just crews who are in possession of a valid identity card of the "Bundesfachgruppe für Schwertransporte und Kranarbeiten" (BSK) for such escorts.
 - 4.1. The contractor has to insure his support vehicles, with a motor vehicle liability insurance with coverage of at least 25.0 million for property damage and at least 7.5 million for bodily injury per occurrence with inclusion of special risks from the use of these support vehicles.

Main Branch:
Ewert GmbH
Billwerder Ring 18
D-21035 Hamburg
+49 40 - 736 76 63 - 0
+49 40 - 736 76 63 - 9

Other Branches:
Bahnhofsweg 1
D-16845 Dessow
+49 33 974 - 70 70 - 0
+49 33 974 - 70 70 - 9

Bank account:
Volksbank Stormarn BLZ 201 901 09 Kto-Nr 1933 4770
Vereinsbank BLZ 200 300 00 Kto-Nr 2100 378

Trade register: HRB 79923
Director: Kai Ewert
Jurisdiction: Hamburg
VAT-Idnr: DE 212 424 874

- 4.2. The contractor has to insure his operations for a combined operating and environmental liability insurance with coverage of at least 1.0 million for personal injuries, 0.5 million for property damage and EUR 25,000.00 for property damage per occurrence with inclusion of risks from typical heavy-service activities.
5. The contractor is responsible for the safety installed in the support vehicles and for the suitability of his staff. In addition, the contractor is liable for delay and any resulting damage due to late arrivals, no showing up and wrong scheduling up to a maximum of three times the escort price. For other financial losses the contractor can be liable up to a maximum amount of Euro 25,000.00 per incident. The liability exceptions and limitations do not apply in cases of the contractor acting intentionally or grossly negligent. In any case, the client may cancel the contract if, despite a request within a reasonable period, no suitable support vehicle can be sent by the contractor.
6. The contractor may, without being accountable for any claims for damages, refuse to accompany the heavy transport until a valid permit is present, or if there is evidence that during transport regulatory requirements will be violated. The customer is obliged to grant the contractor access to the permits, when requested. The contractor is allowed to cancel the contract and refuse the escort without any accountability for claims for damages, if there is no guarantee that the driver or a passenger of the heavy transport is sufficiently skilled at the German language.
7. In addition, the contractor may interrupt the escort without any accountability for liability claims, if there are concrete indications that the continuation of the transport might, other than initially predicted, bear significant dangers to the safety and efficiency of public road traffic or material damage to third party property or property of the monitoring contractor and / or foreign or own assets is to be expected. When interrupting the transport it is necessary to ensure that the transport is secured.
8. The contractor is not liable for a transport interruption due to force majeure, in particular traffic jams, fog, ice, strike or other involuntary transport disruptions caused by a shutdown of the transport vehicle. In addition, the contractor is not liable for the proper securing of the transport vehicle itself (eg like mentioned in the guidelines on the identification of broad and long road vehicles and certain out exceptional charges in the current version), and for deviation from the construction and operating rules for the heavy transport vehicle (VwV to § 70 StVZO for heavy transports as well as for machines V-GSA in its current version). The contractor is not to be held responsible for loading of the cargo on the heavy transport vehicles and for damage occurred to the goods, which are in the care of the customer, unless the contractor is partly responsible for the goods or damage inflicted. In these cases, the liability of the contractor is based on the terms of the freight rights of the HGB or the CMR.
9. The contractor may, especially in case of technical defects, use other support vehicles of the same design. The contractor - unless agreed otherwise - may, without needing the client's consent, commission a second contractor with the execution of the order. However, the customer is to be informed about the use of a second contractor.
10. The contractor's services are services and not discount-deductible. If waiting times occur because of the absence of a valid permit the client has to pay the contractor a suitable waiting time fee. Same applies to delays due to special arrangements of the client. In a non-temporary closure of the transport the contractor may, without being accountable for claims for damages, cancel the contract and the escorting service, to be able to perform his next pending orders on time.
11. The invoices from the contractor are to be paid, after fulfillment of the mission, immediately upon receipt, if not otherwise agreed. The delay mentioned in § 284 para 3 sentence 1 BGB remains unchanged. In addition, the contractor may demand a reasonable payment in advance, when the client is from a foreign country and without any office or site. A set-off or detention is allowed only with undisputed counterclaims.
12. Jurisdiction, for checks and bills as well, is the seat of the contractor. All contracts are subject to German law. This also applies to clients in foreign countries.
13. These Terms and Conditions may be appointed by the contractor and all workers taking part in its fulfillment.
14. If parts of these Terms and Conditions are or become ineffective or are in some cases not applicable, the remaining parts shall remain unaffected; with this § 139 BGB is waived.

Main Branch:
Ewert GmbH
Billwerder Ring 18
D-21035 Hamburg
+49 40 - 736 76 63 - 0
+49 40 - 736 76 63 - 9

Other Branches:
Bahnhofsweg 1
D-16845 Dessow
+49 33 974 - 70 70 - 0
+49 33 974 - 70 70 - 9

Bank account:
Volksbank Stormarn
Vereinsbank
BLZ 201 901 09 Kto-Nr 1933 4770
BLZ 200 300 00 Kto-Nr 2100 378

Trade register: HRB 79923
Director: Kai Ewert
Jurisdiction: Hamburg
VAT-Idnr: DE 212 424 874