



**Transport Terms and Conditions of  
Der Grüne Punkt – Duales System  
Deutschland GmbH  
D-51149 Cologne**

**Date: 11\_2020**

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# 1 General provisions

## 1.1 Validity of the Transport Terms and Conditions

The parties' deliveries, services and quotations shall all be based upon DSD's Transport Terms and Conditions. These shall apply for all future business relations, even if they are not expressly agreed once again. Differing terms and conditions shall not become a constituent part of the contract, even if DSD has not explicitly objected to them. Upon receipt of the goods or service at the latest, DSD's Transport Terms and Conditions shall be construed as accepted. All agreements made between the parties contrary to these Transport Terms and Conditions shall not be valid unless confirmed in writing.

This shall not affect the Contractor's obligations to comply with the statutory regulations concerned. The transports shall be based upon the General German Freight Forwarders' Terms and Conditions (ADSp) in their latest version, subject to these Transport Terms and Conditions.

## 1.2 Order placement

The order shall always be placed with the Contractor using the "DSD Freight Form". The order data shall always be provided on the internet ("DSD-Operative" web portal). The particulars given on the Freight Form must be checked before the order is executed. Executing the order shall constitute recognition of these particulars.

## 1.3 Safety, communication and instructions

Before the transport, the vehicle's roadworthiness and the completeness of its equipment must be checked by the Contractor's driver. In particular, an adequate number of load securing straps must be taken along on the trip, so as to secure the load appropriately. The stipulations laid down in VDI 2700, DIN EN 12195, 12640 and 12642 must be complied with.

Safety-enhancing technical developments must be taken into due account when the Contractor chooses vehicles. Preference must be given to vehicles with low levels of pollutants, reduced noise emissions and energy-economical design.

The vehicles used must be fitted with communication equipment that assures prompt transmission of all required information (e.g. deviations and disturbances in execution of the order) in compliance with DSD's requirements.

The driving personnel must comply with the plant-specific instructions of the consignors and consignees. In particular, they must comply with the instructions given to them by plant security, the fire brigade, or employees of the dispatching/receiving facilities.

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The driving personnel deployed must be able to communicate in the national language of the consignors and consignees, or in English. If the loading or unloading point refuses to admit the driver due to lack of linguistic communication options, citing the safety regulations applying at the site concerned, the Contractor shall bear the resultant costs.

## **1.4 Persons involved in the transport**

The Contractor must communicate all knowledge and issue all documents to the driving personnel that are required for safe and compliant execution of the order. The Contractor must, if so requested by DSD, evidence the participation of the driving personnel in appropriate briefing sessions, specifying the names of the participants involved. This shall in particular apply to the VDI 2700 standard on load securing.

# **2 Subcontractors**

## **2.1 Use of subcontractors**

If the Contractor is not performing the transport job in his own name, then only carefully selected, reliable subcontractors may be used. If a subcontractor is tasked with performing the transport job on behalf of the Contractor, the former must carry out transport jobs for the latter on a regular basis and be integrated in his quality assurance system. The Contractor warrants that the subcontractor at least meets the requirement profile of the Contractor. The subcontractor may for his part not pass on the order to third parties. The Contractor must be named on the "DSD Freight Form" and where appropriate in the "Annex VII" document.

It is prohibited to pass on the orders from DSD Logistics by means of a freight exchange or similar. Order placements of this nature shall constitute a "good cause" in accordance with § 626 BGB (German Civil Code) and shall entitle DSD to terminate the business relationship.

# **3 Executing the order**

**The Contractor has the following duties:**

## **3.1 Consultative coordination between the Contractor and the loading/unloading points**

Depending on the nature of the freight to be forwarded, different modes of consultative coordination must be carried out by the Contractor. The relevant provisions can be found in the product-specific information sheets attached as a constituent part to these Transport Terms and Conditions.

The vehicle used by the carrier must be empty before loading, unless the order is expressly general cargo or partial loads. A load of other cargo or other objects is not permitted. The transport space must be fully loaded with the goods after loading. Minor freedoms, due to the nature of the goods transported or due to the transport safety, are not taken into account.

If the collection point or delivery point instructs the Contractor to drive to a point other than that specified on the DSD Freight Form, transport jobs shall be permissible only after the prior consent of DSD's dispatcher. The Contractor must notify DSD Logistics immediately by telephone of any deviation from the order placed, irrespective of the reason involved.

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Attention is explicitly drawn to the fact that any violations of these duties to provide information may lead to the immediate termination of the business relationship. The Contractor shall be liable for any loss or damage that may be suffered by DSD due to any such violations.

### **3.2 Taking over the goods**

The goods must be taken over by the Contractor in accordance with the deadlines specified in the Freight Form. DSD's dispatcher must be notified immediately by the Contractor of any deviations and delays.

A telephone call must be made by the carrier or his/her driver if:

- No material is available within the collection period specified by the dispatcher, or
- If delivery to the receiver is not possible within the time limit specified by the dispatcher, or
- The vehicle is not fully optimally used after loading.

If it is foreseeable that 120 minutes are going to be exceeded for loading and/or unloading, and this may entail DSD's being charged with fees for waiting times, DSD's dispatcher must be notified immediately by telephone in good time before the 120 minutes have elapsed. If the dispatcher cannot be reached, an appropriate mail must be sent to the dispatcher immediately.

### **3.3 Loading and unloading procedures**

The vehicle used by the Contractor must be empty before being loaded. In particular, no pallets or other loading aids may reduce the loading area available. The truck can otherwise be rejected by the loading point and/or DSD. Alternatively, with the consent of DSD, the truck can be loaded, whereupon then the agreed freight will be reduced by the amount of the reduced load capacity entailed by the loading area's not being empty. The calculation shall be based upon the average load sizes of the collection point concerned for the goods being loaded. Sufficient aids (straps, anti-slip mats, edge protectors, etc.) must be carried in the vehicle. At least one strap must be used for each row of cargo.

The Contractor must inform DSD about loading and unloading, immediately after each loading and unloading procedure. The respective notification has to be submitted via a mobile application, provided by DSD, with which the QR-code printed on the "DSD Freight Form" has to be scanned. Alternatively, the notification can be made via the web portal "DSD-Operative".

### **3.4 Weighing**

For each order, the net weight must be ascertained by weighing it twice at the loading and/or unloading point, and appropriately documented (tare and gross weighing; for weighing slip see also 4.4). The necessity of consignor's or consignee's weighing slips, or in some cases even both weighing slips for each order, is explained separately in the product-specific annexes attached. Please always comply with this stipulation.

### **3.5 Size of the vehicles**

The side aperture height of the means of transportation being used for bale goods must measure at least 260 cm for all articles. More detailed explanations and further dimensional particulars can be found in the product-specific annexes.

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## **4 Documentation**

### **4.1 Transport documents / Accompanying papers / Weighing slip**

The transport documents drawn up by the Contractor must be properly completed and taken along on the vehicle together with the other accompanying documents. In particular, the accompanying form to be carried in the case of cross-border waste traffic and provided by DSD in the web portal in accordance with Ordinance (EC) 1013/2006 (hereinafter: "Annex VII document") must be completed by the driving personnel at the loading point with the loading data, and any subcontractors commissioned must be entered. The Annex VII document itself shall then be completed and signed, and taken along on the trip, together with the other documents. The Contractor shall indemnify DSD for all fees, costs, fines and penalties that government agencies or other bodies may levy on DSD or its representatives by reason of missing or inadequately completed Annex VII documents.

### **4.2 Weighing slip feedback**

Transports inside Germany must be reported by the Contractor to DSD with the data of the weighing slips expected by the system within 48 hours after execution of the transport job concerned, using the "DSD-Operative" web portal.

In the case of cross-border transports, the weighing slips must be acquired within 72 hours after execution of the order.

If feedback is not received on time, DSD reserves the right to invoice a flat-rate charge amounting to 35 euros per load. DSD shall be entitled to offset the flat-rate charge against remuneration payments for the Contractor.

### **4.3 Retention periods**

The Contractor must keep the completed and copied DSD Freight Form plus the associated weighing slips for six years for monitoring purposes. In the case of cross-border transports, the CMR bill of lading and Annex VII must likewise be kept safe correspondingly for six years. On request by DSD and with appropriate advance notice, DSD or third parties commissioned by DSD must be granted access to the documents concerned on the Contractor's premises.

### **4.4 Weighing slip**

The consignor's weighing slip must state the number-plate of the means of transportation being used, the date, the time, the weight of the gross and tare weighing, the number of bales, sacks, Big Bags or Octabins, plus the plastic articles and the DSD order number, and be signed by the person responsible for the weighing procedure. If manual entries are required, these shall be permissible only for designating the plastic fractions weighed and for stating the supplementary order number. The particulars in the DSD Freight Form and in the weighing slip must agree.

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If no scale is available at the loading point, outside weighing at a public weighing point will be recognized.

If transport aids are used, like pallets or similar, the number, the net weight, and the nature of the aids involved must always be stated. In the case of weighing slip acquisition in DSD's portal, the number of aids must then likewise be stated.

## **4.5 Acceptance by the driving personnel**

The Contractor's driver shall confirm with his/her signature on the DSD Freight Form the due and proper loading of the vehicle being used.

## **4.6 International transports**

In the case of transports in accordance with Ordinance (EC) 1013/2006 (Annex III, Green Waste List), the Contractor shall be responsible for ensuring that his drivers properly complete and carry with them the Annex VII document, which is provided by DSD in the "DSD-Operativ" web portal, and for the completeness of the documents. The Annex VII document must be completed by the driving personnel at the loading point with the loading data, and any subcontractors commissioned must be entered. The properly completed Annex VII document itself shall then be signed, and taken on the trip.

The Contractor shall indemnify DSD against all charges, costs, fines and penalties that government agencies or other bodies levy on DSD or its representatives by reason of missing or inadequately completed Annex VII documents.

In the case of transports under notification procedures in accordance with Ordinance (EC) 1013/2006 (Yellow and Red Waste Lists), the Contractor shall be responsible for agreement between the transport and the notification, and for the transport accompanying papers handed over to him being taken on the trip. The Contractor shall indemnify DSD against all charges, costs, fines and penalties that government agencies or other bodies levy on DSD or its representatives by reason of missing or inadequately completed accompanying documents.

In cross-border traffic, the Contractor must take out CMR transportation liability insurance cover.

## **5 Liability/Insurance**

The Contractor shall be obligated to ensure adequate insurance cover, and shall evidence this to DSD on request. The insurance cover shall extend to all claims for damages against the Contractor or his vicarious agents in connection with his work for DSD.

If the Contractor is not himself certified in accordance with the German Ordinance on Specialized Waste Management Companies (EFBV), then each year adequate insurance cover in accordance with §7 EFBV must be evidenced by sending the relevant valid insurance policy(ies). In the case of a first order placement, the carrier is obliged to submit his EfB certificate, the required transport permit(s) and proof of sufficient insurance cover in accordance with § 7 of the EfBV to the customer within a period of 14 days after the contract has been signed. Also within this period, the acknowledgement of receipt of the notification for the transport of waste in accordance with §53 KrWG, which has been mandatory since 01.06.2012, must be submitted. If the carrier is not certified in accordance with EFBV, a statement of assurance within the meaning of §§8 + 9 of the EfBV must be submitted. The Contractor is generally liable to the DSD for all damaged caused culpably.

If the Contractor does not collect the goods at the agreed time and date, or if they are not delivered on time, and DSD thereby suffers loss or damage, e.g. due to altered acceptance conditions, or even a complete rejection of the consignment, the Contractor shall also be liable for this.

Any access data handed over to the Contractor by DSD for time window management systems must be treated by the company as absolutely confidential, and may be used only for orders from DSD.

Insofar as the Contractor's liability is restricted to replacing the value of the goods being transported in accordance § 429 ff. HGB (German Commercial Code), the value to be replaced shall be calculated (if a market value cannot be determined) from the re-acquisition costs plus the disposal costs for the damaged or contaminated material.

DSD declares itself as an S/LVS Waiver Customer.

## **6 Accounting**

### **6.1 Accounting basis for credit note procedures and changes**

Accounting for the transports shall utilize the credit note procedure. For this purpose, DSD shall provide the Contractor with a reconciliation list for each accounting period, showing the agreed remuneration per transport or per weight unit as the basis for accounting, as a rule agreed beforehand in writing or by submitting a quotation through the Tisys internet platform.

Unless otherwise formulated in the product-specific attachments, the following general agreements apply:

Following a check in the "DSD-Operative" web portal, then within seven calendar days the following must be submitted as documents to DSD: the completed DSD Freight Form, the consignor's and consignee's weighing slips, in the case of cross-border transports additionally the completed Annex VII document and the CMR bill of lading, and the verified, signed and stamped reconciliation lists. Because of the visual archival performed when the post is received, the documents must be punched and filed on a filing strip without paperclips or staples in the sequence of the items on the reconciliation list (always the Freight Form in front, then all other documents relating to the order).

Transports for which complete documents are not yet available must be removed from the reconciliation list. These shall be included in the next accounting period.

In the case of accounting based on distance particulars, the distances printed on the DSD Freight Forms shall be construed as binding, unless before the transport is performed the Contractor has submitted a written notification that a distance particular needs to be corrected.

The Dispatcher prepares a credit note on the basis of the reconciliation list and any agreed documents for the transports carried out in a billing period and transmits it to the carrier within 14 days after receipt of the complete voting list (including any agreed documents). The credit amount is due within 5 days of receipt of the credit note by the carrier.

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## **7 Secrecy**

The Contractor undertakes to treat as strictly confidential all data or knowledge obtained from cooperation with DSD concerning the DSD company, DSD's contractual partners, and other persons or organizations involved. This shall in particular apply to organizational, trading and logistical structures, freight rates, plus all technical data and projects or tests series of DSD. Furthermore, the access and utilization data provided to the Contractor must not be disclosed to any third parties without DSD's consent.

The Contractor undertakes, in the event of every culpable violation of the above-specified obligation to maintain secrecy, to pay for each case of infringement a contractual penalty, to be fixed in every single case at the reasonably exercised discretion of DSD and in the case of dispute to be reviewed by the Regional Court of Cologne. Further claims of DSD shall remain unaffected. A contractual penalty shall count towards claims for compensation.

The Contractor, its employees and other vicarious agents are obliged not to process any personal data to be processed in the performance of this contractual relationship for any purpose other than the purpose of the respective performance of the task, nor to disclose it, to make them accessible to unauthorized persons or to use them in any other way.

## **8 Applicable law, place of jurisdiction**

For all legal relations arising from the preparation and execution of this contractual relationship, the law of the Federal Republic of Germany shall be solely applicable, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive legal venue for all disputes emanating from this agreement shall be at the registered office of DSD.

## **9 Severability clause**

Should one or more of the above provisions be or become inoperative, this shall not affect the operability of the other provisions. The inoperable provision(s) must (insofar as a statutory provision does not exist) be replaced by an operable provision that as far as possible achieves the commercial purpose originally intended. The same procedure must be adopted if an omission becomes manifest in execution.

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## **10 Annexes**

- 10.1 Product-specific agreements on plastics**
- 10.2 Product-specific agreements on waste paper**
- 10.3 Product-specific agreements on aluminum**
- 10.4 Product-specific agreements on tinfoil**
- 10.5 Product-specific agreements on glass(cullets) transports**
- 10.6 Product-specific agreements on lightweight packaging transports**
- 10.7 Product-specific agreements on finished products**

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## 10.1 Product-specific agreements on plastics

For transporting plastic bales, the side minimum aperture height of 2.60 m specified in the Transport Terms and Conditions shall be adequate only for the following articles: foils, mixed plastics and sorting residues. For all other articles, a side aperture height of 2.70 m must be assured.

Unless specified otherwise in the particular order concerned, plastic bales can also be transported with walking-floor trucks.

When transporting loose plastics (e.g. sorting residues, lightweight packaging, etc.) a walking-floor truck must be used. Different vehicle types such as tipper trailers, roll-off container trailers, may be used only in consultative coordination with DSD.

In the case of plastics transports on behalf of DSD, the Contractor must – unless explicitly specified otherwise in the particular order concerned – send a notification of collection to the loading point, and a notification of delivery to the unloading point, in both cases verifiably documented and in good time, specifying the type of vehicle involved. Dead freight, demurrage or other consequential costs arising from delayed or inadequate notification, shall not be borne by DSD.

Unless explicitly specified otherwise by DSD in an individual case, the driver shall at the loading point provide no information on the order's destination. Accordingly, too, only the collection tickets involved may be submitted at the loading point, since as a rule there will be no consignee details printed on them.

Before departing from the loading point, the driver must compare the article designation on the DSD Freight Form with the article designation on the documents (weighing slips, etc.) of the loading point. In the event of divergences, the responsible dispatcher of DSD must be informed immediately.

Dead freight, demurrage or other consequential costs shall require the explicit written consent of DSD.

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## **10.2 Product-specific agreements on waste paper**

For transporting waste paper, and unless specified otherwise in the particular order concerned, a classical curtainsider truck (tautliners, etc.) shall always be provided. Walking-floor trucks, roll-off container tractor-trailers, etc. may be used only for loose material and only after special agreement.

When bale goods are delivered on behalf of DSD, care must be taken to ensure that on all bales DSD's bale marking has been appropriately affixed. For this purpose, either the stickers provided by DSD must be used, or the number must be applied to all bales by means of spray paint.

Waste paper loads are usually fixed-delivery consignments, which have to be collected and delivered at precisely the dates and times specified in the order. Due to the fact that the conditions frequently change at the end of a month, any economic loss or damage suffered by DSD due to delayed delivery shall in accordance with Section 5 of the Transport Terms and Conditions be borne by the Contractor.

In the case of orders in which DSD has to maintain neutrality towards the consignor and/or consignee, and in which the Contractor has been correspondingly instructed by DSD, no documents may be submitted containing any references to DSD. The Contractor shall bear the responsibility for economic loss or damage arising from infringement of neutrality.

Before departing from the loading point, the driver must compare the article designation on the DSD Freight Form with the article designation on the documents (weighing slips, etc.) of the loading point. In the event of divergences, the responsible dispatcher of DSD must be informed immediately.

Dead freight, demurrage or other consequential costs shall require the explicit written consent of DSD.

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### **10.3 Products-specific agreements on aluminum**

Unless specified otherwise in the particular order concerned, aluminum bales can also be transported with walking-floor trucks.

In the case of aluminum transports on behalf of DSD, the Contractor must – unless explicitly specified otherwise in the particular order concerned – send a notification of collection to the loading point, and a notification of delivery to the unloading point, in both cases verifiably documented and in good time, specifying the type of vehicle involved. Dead freight, demurrage or other consequential costs due to delayed or inadequate notification shall not be borne by DSD.

Unless explicitly specified otherwise by DSD in an individual case, the driver shall at the loading point provide no information on the order's destination. Accordingly, too, only the collection tickets involved may be submitted at the loading point, since as a rule there will be no consignee details printed on them.

Before departing from the loading point, the driver must compare the article designation on the DSD Freight Form with the article designation on the documents (weighing slips, etc.) of the loading point. In the event of divergences, the responsible dispatcher of DSD must be informed immediately.

Dead freight, demurrage or other consequential costs shall require the explicit written consent of DSD.

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## 10.4 Product-specific agreements on tinline

Tinline shall be made available at the collection points in maximally three different states of aggregation: bales, packages, and in loose bulk state (min. 0.25 t/cbm).

Unless specified otherwise in the particular order concerned, bales and packages can, besides being transported in classical curtainsider trucks (tautliners, etc.), also be transported with walking-floor trucks. Loose bulk consignments, by contrast, can be transported only with walking-floor trucks or tipper-trailers (min. 50 cbm). Any transports using roll-off container tractor-trailers shall require a special agreement between the Contractor and DSD.

In the case of tinline transports on behalf of DSD, the Contractor must – unless explicitly specified otherwise in the particular order concerned – send a notification of collection to the loading point, and a notification of delivery to the unloading point, in both cases verifiably documented and in good time, specifying the type of vehicle involved. Dead freight, demurrage or other consequential costs due to delayed or inadequate notification shall not be borne by DSD and shall be invoiced to the Contractor.

Unless explicitly specified otherwise by DSD in an individual case, the driver shall at the loading point provide no information on the order's destination. Accordingly, too, only the collection tickets involved may be submitted at the loading point, since as a rule there will be no consignee details printed on them.

Before departing from the loading point, the driver must compare the article designation on the DSD Freight Form with the article designation on the documents (weighing slips, etc.) of the loading point. In the event of divergences, the responsible dispatcher of DSD must be informed immediately.

Dead freight, demurrage or other consequential costs shall require the explicit written consent of DSD.

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## 10.5 Product-specific agreements on glass (cullets) transports

When glass cullets are being transported, a general distinction is drawn between transporting “unprocessed glass” (not recycled) and recycled glassware cullets.

For both categories, the principle applying is that only tipper-trailers with a loading volume of not less than 30 cbm shall be used. Other transport containers (e.g. roll-off container tractor-trailers) may be used only following a separate agreement with DSD.

The loading area of the vehicles used must be absolutely clean, so that no contaminants can be entrained during the dumping procedure. The loading area must not exhibit any damage that may contain residues from a previous load. The vehicle’s frame (chassis) must be clean and absolutely free of residues from previous loads. This shall in particular apply to the T-girders, to the wheel covers and to the rear underride guard. Vehicles that are not clean, or those with a damaged dumper, can be rejected by the consignor before loading, or by the consignee before unloading. Any costs arising therefrom shall be borne by the Contractor. DSD will provide the Contractor with special training documents on the subject of transporting glass. The Contractor undertakes to brief his own drivers correspondingly, plus any drivers deployed as subcontractors. In this context, your attention is drawn to the attached document entitled “Sauberkeit der Glastransport-Fahrzeuge” (“Cleanliness of Glass Transport Vehicles”), status July 2016.

The loading and unloading deadlines specified in the order shall in each case be construed as bindingly agreed. Deviations shall be possible only after prior consultation with and after the consent of DSD. Consequential costs incurred by DSD due to deadline postponements made without consultative coordination must be borne by the Contractor.

Before departing from the loading point, the driver must compare the article designation on the DSD Freight Form with the article designation on the documents (weighing slips, etc.) of the loading point. In the event of divergences, the responsible dispatcher of DSD must be informed immediately.

Dead freight, demurrage or other consequential costs shall require the explicit written consent of DSD

**Important Information an**  
**Cleanliness of**  
**Glass transport-vehicles"**



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## DerGrünePunkt

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**The purpose of this informational document is to inculcate in all persons involved in transporting processed glass cullets the absolutely essential comprehension for the quality requirements entailed!**

**Recvcled glass cullet is not waste, but a high-quality product!**

**They are used for producing food and beverage packaging.**

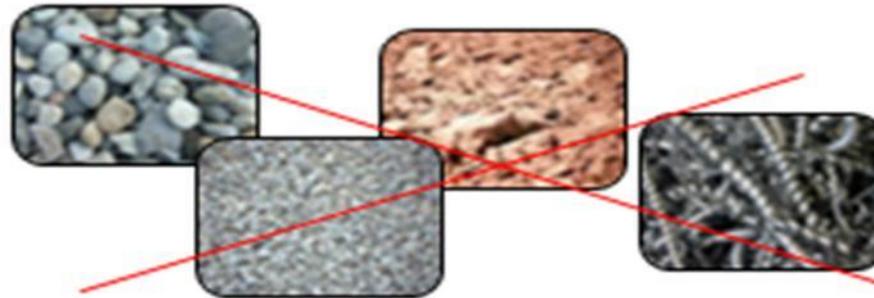
**No contamination may be entered by the loading, transport vehicles or by the transport itself.**

***„A hand full is already too much!”***



Any contaminants, such as **stones, grit, earth, metals, etc.**, can in the glass bath lead to what are called inclusions in the new bottle. A bottle thus damaged may burst at any time, and in worst case cause injuries.

Moreover, the production operation in the glassworks is substantially impaired.



**For this reason, it is essential that transport vehicles are clean!**

**The vehicle's load compartment (dumper) must be clean and absolutely free of residues from previous loads.** To ensure this, the vehicle's entire load compartment must be checked before every new consignment is loaded.



Load compartment clean-swept



Cover clean?

2016

**The vehicle's frame (chassis) must be clean and absolutely free of residues** from previous loads. This applies particularly to the T-girders, to the wheel covers and to the rear underride guards. The contaminants may fall into the loading bays or the feeding hopper, and thus into the product, when the vehicle docks or dumps. The vehicle's frame must accordingly always be checked before every new consignment is loaded.

**The chassis must be clean and absolutely free of deposits.**



**The vehicle's loading compartment (dumper) must not be damaged by holes or cracks.** In the case of double-walled dumpers, in particular, there must be no damage of this kind, neither inside nor outside. The hollow spaces thus created may contain soiling (grit, gravel, salts, chemicals, etc.) from previous loads, which will then pour out during dumping. Would **cause massive problems in production of glass.**



### Basic principles

The **vehicle** must comply with the statutory requirements of the German Road Traffic Permit Act (StVZO).

The requisite **Transport documents** must be filled in completely and correctly. It is important that previous material of last shipment must be mentioned!

The **driver** must wear his or her **personal protective kit (PPK)** in accordance with the company stipulations laid down by the loading and unloading points before leaving the vehicle. The driver must speak and understand German or English as to comply with the instructions of the personnel at the spot.

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**DerGrünePunkt**

Duales System Deutschland

**Please help to protect the product glass from  
contaminants.**

**Make sure that the transport vehicles are  
always clean and that the transports are  
carried out correctly.**

**Thank you!**

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## 10.6 Product-specific agreements on lightweight packaging transports

Unless specified otherwise in the particular order concerned, lightweight packaging shall be transported with walking-floor trucks.

The deadlines specified in the particular order concerned must be bindingly complied with. Costs incurred due to delayed collection or delivery (e.g. storage charges at transshipment, etc.) shall be borne by the Contractor. If a repeated intervention on the part of the Dispatcher is necessary due to a non-timely takeover, he/she is entitled to charge a flat-rate expense of € 40.00/transaction.

Cancellations of the planned transport process will be notified to the carrier as soon as possible and up to 1 day before the scheduled loading date without charge.

DSD warrants for each collection point a minimum capacity utilization of 110 kg/cbm as a monthly average. If the monthly average lies below this figure, the Contractor can assert the difference with DSD by a monthly invoice (Receipt of invoice until the 15th of the following month). The invoice must be accompanied by an attachment that for each order of a month must detail at least the following information: DSD order number, truck number-plate, loading date, weighing slip number, net weight as specified on the weighing slip, volume of the truck being used, target weight and differential weight, plus the total of under-utilized capacity per month, and freight rate for the territory concerned in euro/t. The installation must be carried out separately per contract area and must include all transports.

Before departing from the loading point, the driver must compare the article designation on the DSD Freight Form with the article designation on the documents (weighing slips, etc.) of the loading point. In the event of divergences, the responsible dispatcher of DSD must be informed immediately.

For each transport, the net weight must be determined and documented by means of input weighing at the sorting plant (tara and gross weighing, weighing document).

Dead freight, demurrage or consequential other costs require the express written consent of the DSD. For justified demurrage, DSD refunds € 25 per half hour started against proof.

Billing/evidence:

The dispatcher transmits a reconciliation list of the duly returned order to the contractor via the web portal "DSD-Operativ". The contractor shall verify the information printed there, in particular weights and freight amounts. The audited and coordinated voting list is returned by the contractor confirmed by date and signature to DSD. When sending by e-mail, care must be taken to ensure that the barcode printed on the reconciliation list is legible. In the case of cross-border shipments of waste accompanied by Annex VII, Annex VII, these shall be attached to the reconciliation list with the signature of the recipient.

Other freight documents such as freight forms and weighing documents do not have to be transmitted to DSD, but must be kept by the contractor within the statutory retention periods and handed over to the customer or an authorized representative of the customer upon request.

The dispatcher reserves the right to demand back any overpaid freight from the contractor within 18 months after reconciling the reconciliation lists with the weighing notes. The dispatcher is entitled to bill outstanding freight.

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## **10.7 Product-specific agreements on finished products**

Unless specified otherwise in the particular order concerned, the products shall be transported in a curtainsider truck (e.g. tautliner, etc.). Other vehicle types, such as walking-floor trucks, etc., shall be permissible only in consultative coordination with DSD.

In the case of silo loads, silo vessels with a minimum vessel size of 60 cbm must be used. The vessels must be clean, so as to preclude the possibility of contaminants' being entrained through residues of a previous load.

The vehicles must be equipped with appropriate aids for adequately securing the load. Following departure, the straps must be retightened at least every 200 km.

Before departing from the loading point, the driver must compare the article designation on the DSD Freight Form with the article designation on the documents (weighing slips, etc.) of the loading point. In the event of divergences, the responsible dispatcher of DSD must be informed immediately.

The freights concerned are usually fixed-delivery consignments, which have to be collected and delivered solely at the dates and times specified in the order. The Contractor shall be liable to DSD for any loss or damage suffered due to delayed collection or delivery.

The products involved are not classified as waste, so no A-signs need to be visibly affixed to the vehicles.

Dead freight, demurrage or other consequential costs shall require the explicit written consent of