

Conditions for the use of shipping pallets

The client and the contractor (ZÜBLIN Timber GmbH) have concluded a supply contract for LENO cross-laminated timber elements. The client has agreed that the LENO elements will be delivered on shipping pallets provided and owned by the contractor. With regard to the use of these transport pallets, the following shall apply:

1. The price for the use of the shipping pallets and for the transport, as well as the time of delivery and retrieval, are based on the provisions contained within the supply contract.
2. The shipping pallets are handed over to the client upon delivery of the LENO panels by the contractor, on the shipping pallets, to the agreed delivery address/construction site. The client must inform the contractor immediately of any existing damage. If the client does not inform the contractor of such damage immediately, it shall be assumed that the shipping pallets were delivered with no previous damage.
3. The client shall ensure that the unloading site is accessible for vehicles with a suitably stable and even surface. There must also be sufficient space for manoeuvring and for loading and unloading the shipping pallets.
4. The shipping pallets are returned via pick-up at the agreed date at the agreed delivery address/construction site. If the client is in delay with returning the shipping pallets, the client shall bear the damages incurred by the contractor, including but not limited to the costs for any unnecessary or additional trips. The client shall pay the contractor the contractually agreed compensation for a full day for each additional day of use that has been started.
5. The client agrees to use the shipping pallets for storage and transport only as intended, to protect the pallets from overloading, and to carefully observe the relevant accident prevention, occupational safety and road traffic regulations. In particular, the client shall ensure that the shipping pallets are properly secured, including but not limited to their adequate protection against overturning.



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6. Der AG ist nicht berechtigt, Veränderungen der überlassenen Verladeplatte, insbesondere An- und
The customer is not entitled to make any changes to the shipping pallets, including but not limited to making attachments and additions or applying markings of any kind.
7. The necessary costs for the removal of defects and damage caused by the client shall be covered by the client.
8. The client may neither grant a third party rights to the shipping pallets (e.g. through subletting, renting, lending) nor assign any of the rights arising from this agreement.
9. Losses resulting from burglary, theft or other loss at the place of use shall be at the expense of the client, insofar as the client has failed to take suitable measures to protect against theft and loss.
10. The contractor shall only be liable without limitation in cases of intent or gross negligence and for damages resulting from injury to life, limb or health. In the event of a slightly negligent breach of an obligation, the observance of which is essential for achieving the purpose of the contract (provision of a shipping pallet), the liability of the contractor shall be limited in amount to the damage which is foreseeable and typical for the type of business in question (software licensing, maintenance, etc.). There exists no further liability on the part of the contractor.

Please note:

AN = Contractor

AG = Client

NU = Subcontractor

