



# IntelliFreight Carrier Terms

Version 1.0 | Effective 24 June 2026

Issued by and contracting entity: INTELLIFLEX LTD | IntelliFreight is a commercial brand of INTELLIFLEX LTD

## 1. Contracting party and scope

The carrier's contracting party is exclusively INTELLIFLEX LTD, operating under the commercial brand "IntelliFreight". These terms apply to all transport orders, sub-carriage contracts and freight-related ancillary services with carriers and subcontractors.

The carrier's own terms do not apply unless INTELLIFLEX LTD expressly accepts them in writing.

## 2. Independent carrier

The carrier confirms that it acts as an independent transport company with its own organisation, drivers/agents, entrepreneurial risk, taxes/social contributions and multiple customers.

The carrier does not act as employee, commercial agent, franchisee or organisationally integrated part of INTELLIFLEX LTD / IntelliFreight.

## 3. Licences, insurance and carrier vetting

The carrier must hold all required licences, permits, EU Community licences, national authorisations, insurance policies, driver authorisations, driver attestations, documents and equipment and must provide them immediately upon request.

Before first engagement and upon request, the carrier must provide or confirm in particular: company data, VAT/tax number, EU/transport licence, insurance confirmation, insurer/broker contact, bank details, contacts, fleet, driver/vehicle data and compliance declarations.

INTELLIFLEX LTD may refuse, suspend or cancel transport orders if identity, licence, insurance, bank details, driver, vehicle, subcontractor, freight exchange profile or other data are implausible, conflicting, incomplete or not approved.

## 4. No subcontracting / no re-brokering / no freight exchange

Subcontracting, re-brokering, posting on freight exchanges, transfer to third parties or use of another company/vehicle/driver is permitted only with prior written approval by INTELLIFLEX LTD.

Any proposed replacement vehicle or replacement company may be used only after prior written approval by INTELLIFLEX LTD. Approval does not release the carrier from responsibility unless expressly agreed otherwise in writing.

Unauthorised subcontracting, identity deception, freight exchange posting, use of borrowed/false documents or collection by non-approved vehicles/drivers constitutes a material breach and entitles INTELLIFLEX LTD to immediate replacement procurement, damage mitigation and enforcement of claims.

## 5. Driver, vehicle, safety and anti-fraud obligations

Before loading, the carrier must provide all driver, vehicle, trailer, licence plate, contact and document data required in the transport order completely and correctly. Last-minute changes of company, driver, licence plate, vehicle, trailer, phone number, collection time or route must be reported immediately and require approval where risk-relevant.

The carrier may deliver the goods only to the confirmed unloading point and may not accept deviating unloading, payment, price, route or liability instructions from customers, senders, consignees or third parties unless approved by INTELLIFLEX LTD.

In case of suspected fraud, identity misuse, non-approved collection, false licence plates, subcontractor change, payment diversion, diversion of the goods, theft, accident or other irregularity, the carrier must immediately inform INTELLIFLEX LTD and obtain instructions.

## 6. Vehicle provision, suitability and early warning duty

The carrier must provide the agreed vehicle including driver, equipment, documents, licences and permits at the loading place in due time, suitable, operational and in accordance with the contract.

Agreed loading times, loading windows, provision times and fixed times are binding performance obligations of the carrier unless otherwise agreed in the transport order.

The carrier must inform IntelliFreight immediately as soon as it recognises or should recognise that vehicle, driver, equipment, documents, permits or temperature equipment cannot be provided, cannot be provided in time, are unsuitable or incomplete. The notice must include reason, position, realistic ETA, expected duration and countermeasure.

## 7. Temperature-controlled transports

Temperature-controlled, chilled, frozen or otherwise temperature-sensitive transports are agreed only if the transport order expressly states this and contains the relevant temperature range, setpoint, goods type and any special requirements.

By accepting a temperature-controlled transport order, the carrier confirms that the vehicle, trailer, refrigeration/thermal unit, seals, doors, temperature sensors, recording devices and other relevant equipment are suitable for the specific order, technically operational, properly maintained and - where required - inspected, calibrated, certified and lawfully used. Upon request, the carrier must immediately provide maintenance, inspection, calibration, ATP or equipment evidence.

The vehicle must be pre-cooled before loading to the setpoint or temperature range stated in the transport order. The carrier may not carry out or continue loading without immediate written notice to, and instruction from, INTELLIFLEX LTD if the vehicle is not sufficiently pre-cooled, the refrigeration unit does not function properly, temperature instructions are missing, the goods are recognisably handed over outside the agreed temperature range, the packaging or loading is recognisably temperature-critical or other circumstances endanger temperature maintenance.

The carrier must maintain, monitor and document the agreed temperature during the entire temperature-controlled transport section. Temperature deviations, refrigeration unit failures, sensor/recording errors, longer door openings, accident, breakdown, standstill, power/fuel problems or other temperature-relevant incidents must be reported immediately to INTELLIFLEX LTD with cause, position, time, duration, current temperature, ETA and countermeasure and documented on CMR/POD/incident report.

For temperature-controlled transports, the carrier's invoice is verifiable and the freight becomes due only after INTELLIFLEX LTD has received, in addition to complete CMR/POD and invoice, a complete, legible and order-related temperature printout or temperature report as PDF. The report must include at least transport reference, vehicle/trailer, date/time, recording period and temperature curve to the extent provided by the system used.

If the carrier cannot provide a complete temperature report, it must immediately provide a technical incident report with cause, period, alternative evidence and measures taken. INTELLIFLEX LTD's rights of payment retention, set-off, recourse and damages remain reserved.

## **8. No-show, same-day cancellation and replacement procurement**

No-show includes in particular failure to provide a vehicle, provision of an unsuitable vehicle, a vehicle late outside the agreed loading window, a vehicle without required documents/equipment/permits, cancellation on the loading day, refusal of performance or transfer to third parties without approval.

In case of no-show, short-notice cancellation, unjustified refusal, significantly late or unsuitable vehicle provision or objectively endangered performance, INTELLIFLEX LTD may procure replacement transport without further deadline to perform the contract, mitigate damage, comply with a time window or avoid further costs.

The carrier reimburses all reasonable, documented and causally attributable direct additional costs, in particular the difference between agreed freight and replacement freight, empty run, approach, diversion and provision costs, waiting time, justified customer charges or deductions, additional dispatch, communication and handling costs, express/special measures and costs of missed loading or unloading slots.

If the carrier does not perform the owed transport due to no-show, short-notice cancellation, unjustified refusal or non-approved subcontracting, no claim to the agreed freight exists. Mandatory HGB/CMR liability rules for actual delivery delays remain unaffected.

## **9. Status, notice and documentation obligations**

The carrier must provide the mandatory status updates defined in the transport order completely, in due time and truthfully, in particular arrival at loading place, loaded/departure, delay/incident immediately, ETA, arrival at unloading place, unloaded, POD/CMR photo and final documents.

If one mandatory status update is not provided after automated or manual request, INTELLIFLEX LTD may charge a one-time administrative effort amount of EUR 25.00 for that missed mandatory status milestone. The same missed mandatory status milestone may not be charged more than once, even if further reminders are sent. The carrier may prove lower or no effort. Further claims remain unaffected.

## **10. Liability, HGB, CMR and 40 SDR for DE-DE**

For international road transports, the CMR remains mandatorily applicable. For purely domestic German transports within the scope of the HGB, the carrier's liability for loss of or damage to the goods is set at 40 Special Drawing Rights per kilogram gross weight pursuant to Section 449 HGB, deviating from Section 431 HGB.

In case of intentional or qualified culpable conduct, in particular where liability limitation is lost under applicable law, further rights of INTELLIFLEX LTD remain unaffected.

Further liability for breaches of duty, in particular unauthorised subcontracting, missing documents, false information, no-show, late incident notification, pallet/status/POD breaches, temperature breaches or breach of ancillary duties remains unaffected to the extent legally permissible.

## **11. Waiting time and standing time remuneration**

Carrier waiting-time and standing-time claims are governed by mandatory statutory provisions, individual agreement or express written acknowledgment by INTELLIFLEX LTD.

In all cases, the carrier must immediately report arrival, readiness to wait and delay, fully document waiting time, the delay must not fall within the carrier's risk sphere and INTELLIFLEX LTD must have the opportunity to review, instruct, mitigate damage or arrange replacement.

Evidence may include gate-in/gate-out, loading/unloading readiness, GPS/ETA, CMR/POD note, ramp confirmation, photos, driver/ramp notes and e-mail/messenger evidence.

A claim for waiting-time remuneration or standing time is not excluded as a matter of principle. Where such a claim exists in principle and no individual waiting-time rate has been agreed, an appropriate, market-standard and documented remuneration shall apply. Waiting-time or standing-time rates agreed or charged by INTELLIFLEX LTD towards its own principals do not automatically constitute the agreed remuneration of the carrier.

No waiting-time claim exists where the waiting time was caused or contributed to by late or unsuitable vehicle provision, missing documents, missing driver/vehicle data, unsuitable equipment, failure to meet temperature requirements, missing pre-cooling, missing notifications, non-approved subcontracting, breach of instructions or other circumstances within the carrier's risk sphere.

## **12. EPAL/EUR pallets**

Pallet exchange applies only if expressly instructed in the transport order. The carrier must document EPAL/EUR pallet movements, non-exchange, damaged/non-exchangeable pallets and pallet differences on CMR/POD/pallet note and transmit them immediately.

Where EPAL/EUR pallet exchange is agreed, the compensation value for each EPAL/EUR pallet not properly exchanged, returned or documented is EUR 30.00 per pallet. Other load carriers are not priced on a standard basis and are handled only by express individual agreement. The carrier may prove lower or no costs.

## **13. Document transmission, invoice and PDF standard**

The carrier must transmit complete, legible and verifiable transport and invoicing documents exclusively electronically as PDF to the e-mail address stated in the transport order. Relevant documents include in particular CMR/POD, delivery proof, invoice, pallet documents, incident reports and, for temperature-controlled transports, the temperature printout or temperature report.

Photos, screenshots, WhatsApp images or unsorted image files do not replace verifiable PDF documents unless INTELLIFLEX LTD expressly confirms otherwise. Documents must be complete, legible, not cut off, not shadowed and clearly attributable to the transport order.

Original documents must not be sent by post unless INTELLIFLEX LTD expressly requests them. The carrier must properly retain original documents and provide them to INTELLIFLEX LTD immediately upon request to the extent required for customer invoicing, insurance, claims, authorities, enforcement or other legitimate purposes.

## **14. Due date and payment term**

Carrier invoices are verifiable and the payment period begins only when all mandatory documents listed in the transport order have been received complete, legible, attributable to the order and as PDF at the e-mail address stated in the transport order.

Unless expressly agreed otherwise in writing in the individual case, the payment term is 45 calendar days after receipt of the complete, verifiable invoice and all complete, verifiable mandatory documents. Before verifiability and due date, no payment claim exists.

If documents are incomplete, illegible, incorrect, not attributable or sent to the wrong address, the payment period begins only upon complete correction and receipt at the e-mail address stated in the transport order.

## **15. Customer protection / non-circumvention**

The carrier may not directly or indirectly commercially bypass, solicit or serve customers, senders, consignees, loading/unloading places, contacts, lanes or other business contacts that became known to it through INTELLIFLEX LTD / IntelliFreight in connection with an order for the same or economically comparable transport services.

Permitted operational communication for performance of the specific transport, safety, damage mitigation, ramp coordination or statutory documentation remains allowed. Commercial direct approach, direct offer, direct appointment, price/service agreements and circumvention are prohibited.

This protection applies during the cooperation and for 12 months after the last relevant order. It does not apply where the carrier proves a documented direct business relationship with the relevant contact existing before the IntelliFreight order or where INTELLIFLEX LTD gives prior written consent. This clause is not a general non-compete.

## **16. No direct agreements, direct payments or customer instructions**

The carrier may not make direct price, payment, liability, pallet, waiting-time, route, additional-service or contractual agreements with customers, senders, consignees or other contact points unless INTELLIFLEX LTD gives prior written consent.

The carrier may not demand or accept payment directly from the customer and may not accept commercial or liability-relevant customer instructions that modify the IntelliFreight transport order.

## **17. Confidentiality and business secrets**

Customer data, prices, lanes, freight volumes, loading/unloading points, contacts, broadcasts, offers, documents, status data, access data, processes and other non-public IntelliFreight information are confidential and may be used only for performing the specific order.

The carrier may not use this information for direct acquisition, circumvention, own databases, publication, disclosure to third parties or purposes outside the order unless required by law or permitted in writing. This obligation continues after the cooperation ends as long as a legitimate confidentiality interest exists.

## **18. Data protection and driver notice**

The controller for the processing of personal data described in these Terms is INTELLIFLEX LTD, Agiou Konstantinou 12, CY-8540 Tsada, Paphos, Cyprus, operating under the commercial brand IntelliFreight.

The carrier may process personal data, in particular driver, contact, status, ETA/location, signature, document, image, CMR/POD, pallet, temperature and claims data, only for performance, status communication, documentation, invoicing, insurance, claims handling, compliance and enforcement relating to the specific order.

The carrier must inform deployed drivers and agents before deployment that order-related contact, status, document, ETA/location and evidence data may be disclosed to INTELLIFLEX LTD, customers, senders, consignees, loading/unloading locations, insurers, brokers, advisers and other parties required for performance. No general private monitoring takes place; processing is order-related and limited to what is required for performance, documentation, invoicing, claims handling, compliance or enforcement.

The legal bases are, depending on the case, contractual performance, legal obligations and legitimate interests in controlled transport performance, status clarity, fraud prevention, documentation, receivables management, claims defence and enforcement. The carrier must implement appropriate technical and organisational measures to protect personal data and must bind any subcontractors accordingly.

Data are retained only as long as necessary for the business relationship, statutory retention, invoicing, documentation, claims, compliance or enforcement. Data subjects have rights under GDPR, including access, rectification, erasure, restriction, data portability, objection and the right to lodge a complaint with a competent supervisory authority. Where a processor relationship exists in an individual case, the parties will conclude a separate data processing addendum.

## **19. Compliance, sanctions and lawful performance**

The carrier warrants that it, its drivers, subcontractors, vehicles, documents and performance do not breach sanctions, embargo, customs, export control, anti-corruption, anti-money-laundering, social, labour, driver, driving/rest time, goods transport or other mandatory rules.

Breaches, suspected breaches or official measures must be reported to IntelliFreight immediately.

## **20. Set-off, payment retention and legal consequences**

INTELLIFLEX LTD may set off replacement claims, additional costs, customer charges, EPAL/EUR pallet claims, documentation costs, service non-compliance charges and other claims arising from the transport order against open or future claims of the carrier or retain corresponding payments in a reasonable amount pending clarification, to the extent legally permissible.

Undisputed remaining amounts remain payable. Further statutory and contractual rights remain unaffected.

## **21. Version and precedence**

The version of these Carrier Terms effectively incorporated at the time of order placement is decisive. Individual written agreements take precedence.

Should any provision be or become invalid, the validity of the remaining provisions remains unaffected. Mandatory law always takes precedence.