

Partners / Subcontractor

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TRANSPORT CODE AGREEMENT

This agreement applies to full loads, part loads, and mixed loads handled by DS Freight Forwarding IKE for storage and distribution centers, using road transportation.

The purpose of this Transport Code Agreement is to clarify responsibilities, ensure compliance with hygiene and temperature protocols, and maintain the integrity of goods from loading to delivery. It also ensures that all parties understand and accept their legal and operational obligations.

Non-Compete Clause

Throughout the duration of the collaboration and for six (6) months following termination, the contracted carrier must not operate in direct competition with DS Freight Forwarding IKE.

The carrier is prohibited from providing transport services to DS clients.

In case of violation, DS may claim direct or consequential damages.

A penalty of €2,000 per competitive offer to DS Freight Forwarding IKE clients will also apply.

Reinsurance Requirements

All Transport Service Providers (TSPs) must maintain up-to-date insurance and provide:

A copy of their CMR insurance policy or certificate issued by their insurance company.

DSFF reserves the right to verify insurance validity directly with the insurance provider.

Insurance requirements:

Maintain Public Liability insurance, with coverage at least 10× the lorry transport insurance value.

Maintain valid CMR insurance, noting that CMR coverage alone is not sufficient, as it typically only covers 8.33 SDR per kg.

Note: From experience, carriers sometimes rely solely on CMR; including Public Liability

ensures coverage for any additional incidents.

Collection and Loading Requirements

Trailers must arrive pre-chilled, clean, structurally sound, and odor-free.

A vehicle check-sheet must be completed by the driver at the start of each shift, including:

- Refrigeration set point
- Actual temperature
- Structural and hygiene checks

Drivers must supervise loading, checking:

- Number of pallets corresponds to booking
- Temperature and condition of goods
- Any discrepancies must be reported immediately to DSFF and noted on the CMR or delivery documents after receiving clear instructions from a DSFF dispatcher.

If the driver is prohibited from being present during loading (e.g., due to site-specific policies), DSFF must be notified immediately before loading begins.

In such cases, DSFF will provide instructions on how to proceed and what steps must be taken to verify the condition and quantity of the goods.

In line with Food Hygiene Regulation EC-VO 852/2004:

All surfaces must be **cleanable and disinfectable**

Historical thermograph readings must be accessible within 24 hours

Trailers previously carrying products that could taint cargo must be returned to original hygiene standards, with proof of cleaning/disinfection available upon request.

No groupage of dangerous or high-risk goods (raw meat, chemicals, glass-packaged products, allergens not part of transported goods) is allowed without prior DSFF notification.

Temperature regimes:

Chilled: +1°C to +4°C (standard +2°C)

Frozen: -18°C to -22°C (standard -20°C)

Only suitable goods may be loaded; any product physically unfit must be rejected.

Transport Requirements

TSP must hold valid EU licenses and comply with regulations:

EC 1071/2009

EC 1072/2009

EC 484/2002

Temperature regimes must match loading instructions (CMR or Transport Order).

Trailer refrigeration units must remain on at all times.

At least one calibrated temperature probe per profile (e.g., chilled/frozen split) must be installed.

TSP must implement security measures to protect cargo integrity during transport. It is the legal responsibility of the TSP to maintain the original integrity of the goods loaded on their trailer.

Responsibility and Security of Goods During Transport

Once loaded, the TSP assumes full custody and responsibility of the goods until delivery. Drivers must sign all paperwork to confirm custody.

Vehicle checks must be performed after each stop: inspect doors, seals, locks, and signs of tampering.

Compliance with the UK Home Office Border & Immigration Agency Code of Practice for Prevention of Clandestine Entrants is mandatory.

This includes conducting vehicle checks after each stop, according to **APPENDIX 1**. Any incident or breach must be reported immediately to DSFF.

Prohibition of Transshipment

The transshipment, reloading, consolidation, deconsolidation or transfer of the goods to another vehicle, trailer or means of transport is strictly prohibited without the prior written consent of DS Freight Forwarding IKE.

For every shipment performed on behalf of DS Freight Forwarding IKE, the Transport Service Provider (TSP) shall ensure that the goods remain on the originally assigned vehicle for the entire transport operation.

Any unauthorised transshipment shall constitute a material breach of this Agreement and shall render the TSP fully liable for any loss, damage, delay, deterioration of the goods or regulatory non-compliance arising therefrom.

Transport Security

Use load restraints and runner bars to secure cargo.

Plan routes and stops in secure locations where chiller units can remain on.

Seals/tamper-evident tags must be checked before and after each stop.

Special attention at Calais, Coquelles, Dunkirk, or other ports before entering UK Control Zone.

Trailer integrity checks for clandestine entrants are mandatory.

Security breaches may result in a £2,000 penalty per illegal entrant in UK.

Company Policy, Training, and Standards

TSPs must:

Be audited and approved by DS Freight Forwarding IKE prior to contract initiation.

Hold operator licenses, insurance, and public liability.

Maintain regular service, PPM, and calibration records for trailers and refrigeration units.

Employ competent Transport Managers (certificate of professional competence or 5+ years experience).

Ensure drivers have **Certificate of Professional Competence / Driver Qualification Card** certificates, **Personal Protective Equipment**, and comply with site safety rules..

The **Transport Service Provider (TSP)** must maintain a documented **Emergency Response Call-Out Procedure**, which must be available to all drivers and operational personnel.

The procedure must include, at a minimum, the following requirements:

- **24/7 Contact Availability:**

The TSP must provide a **24-hour / 7-days-a-week** operational contact number.

This number must be available to drivers at all times and must support immediate communication in case of emergencies, incidents, delays, or vehicle-related issues.

The procedure must also outline actions for the **secure retrieval of the trailer and the goods** if required.

- **24/7 DS Freight Forwarding Emergency Contact:**

A dedicated **24-hour / 7-days-a-week** emergency contact number for DS Freight Forwarding IKE must be available to all drivers and dispatchers.

DSFF Emergency Contact:

Mr. Spyridon Kousis – +30 698 748 3483

Non-Exhaustive List:

This list is indicative and not exhaustive. The TSP must ensure that its emergency response procedure covers all necessary actions relevant to safe, secure, and compliant transport operations.

Maintain cleaning protocols with approved chemicals; no odors affecting products.

Schedule PPM every 6 months, including critical parts and seal checks.

To ensure effective monitoring of the cleaning process, all TSPs are required, upon signing this agreement, to complete and submit a **cleaning schedule form** when requested by DS Freight Forwarding IKE.

This form must detail the cleaning frequency, method and the plate number of the trailer.

DS Freight Forwarding IKE reserves the right to audit this schedule at any time to verify compliance with hygiene and safety standards.

Payment Rules

Payment shall be made within thirty (30) days from the date of issue of the invoice, by bank transfer unless there is another written agreement between us. In case of payment within

five (5) calendar days from the receipt of the original invoice, a discount of two percent (2%) shall apply to the invoiced amount. The original invoice and CMR, duly stamped and signed by the consignee, as well as the thermograph, must always be sent to us. Payments via bank transfer to TSP's designated account.

Order Acceptance

TSP must confirm or reject transport orders within 3 hours via email.

If no response is received within 3 hours, the order is considered rejected by default and releases both Parties from any commitments and liability towards the order not confirmed by Transport Provider.

Acceptance of Loading Order

Upon acceptance of the loading order, the TSP irrevocably confirms that transport will be executed as instructed and within the agreed timeframe.

No withdrawal, cancellation, or substantial delay may be effected unilaterally, for any reason.

In such events, the TSP bears full liability for all losses, damages, and additional transport costs incurred by DSFF, including reassignment to alternative carriers.

Subcontracting

TSP may subcontract with prior DSFF approval.

Third-party subcontractors must meet all TCA requirements, including licenses and fit-for-purpose equipment.

Vehicle/freight exchange platforms (e.g., Timocom) are not allowed.

Subcontractor must provide Operators License and Goods in Transit coverage.

Delivery Requirements

Trailer chiller units must remain on unless connected to chilled unloading bay.

Use chilled unloading bays where available.

Follow local operational procedures.

Security & Legal Responsibility

TSP responsible for load security, trailer security, and cargo integrity.

Maintain planned route with secure stops; record security checks.

All breaches or issues must be immediately reported.

Miscellaneous Requirements

Thermographs must be taken for all loadings; failure may result in €300 deduction per load.

No groupage with dangerous or tainting goods without prior DS notification.

Pallet exchanges must occur within 60 days; otherwise, €8/pallet charge applies.

Compliance with food safety regulations, hygiene, and temperature is mandatory at all stages.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with Greek law. The **Court of Thessaloniki** shall have exclusive jurisdiction to resolve any disputes arising between the parties in connection with this Agreement.

Appendices

Appendix 1: Vehicle check after each stop (UK Border & Immigration Agreement Code of Practice)

Declaration

Declaration	
By signing this document, I confirm that I have read, understand, and will abide by the above recommendations and requirements.	
Name:	
Position:	
Company:	
Date:	
Sign:	

For DS Freight Forwarding Use Only					
Approved:	Y/N	Sign:		Date:	
<i>Further Comments:</i>					

APPENDIX 1

Vehicle security checklist					
Company name:			Vehicle number:		
Loaded at:			Trailer number:		
On (date):					
Check	After loading Date:	1st Stop Date:	2nd Stop Date:	Final Check (3)	Extra check if time between 3rd party- check + embarkation >15 min.
Vehicle/Trailer inside	Yes	Yes	Yes	Yes	Yes
Tilts and roof checked for damage	Yes	Yes	Yes	Yes	Yes
External compartments checked	Yes	Yes	Yes	Yes	Yes
Below vehicle checked	Yes	Yes	Yes	Yes	Yes
TIR cord tight and in place and checked (1)					
Seal in place and checked (2)	Yes	Yes	Yes	Yes	Yes
Padlock in place and checked (2)	Yes	Yes	Yes	Yes	Yes
Seal number					
3rd party check (e.g CO2, PMMW)				Yes	
Cabin-Check	Yes	Yes	Yes	Yes	Yes
Time checked	—/—/—	—/—/—	—/—/—	—/—/—	—/—/—
Driver's signature					