



Transport Policy

For the handling and transport of ambient, refrigerated fresh, chilled and frozen foods in order for Coolwin BV.

Scope

This agreement covers the transport of products in order of Coolwin with the following types of transport:

- Transport of palletized and non-palletized products under ambient, chilled or frozen conditions.

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1. Introduction

This policy applied to all suppliers of Coolwin, to all loading and unloading locations in name of Coolwin and applies to all transports arranged by Coolwin.

Please read carefully below requirements for transport as well for cleaning of transport equipment. By accepting our loading order, you will commit with the conditions stated in this document.

2. General Logistics requirements for all modalities

- The Reference numbers of the delivery must be mentioned on all transport documents. In case the numbers are not shown at the documents, the driver needs to write the reference numbers manually on the documents
- 2 Hours free of loading and / or unloading unless otherwise explicitly agreed
- Please mention our mentioned reference number on your invoice
- Please have your invoice be accompanied by CMR / freight documents / freight letter / POD clearly / if applicable pallet note signed by sender and receiver
- Truck and Trailer numbers must be communicated before loading
- Waiting hours (from / till) must be noted on the CMR before signing and communicated with Coolwin immediately (in the weekend by email), otherwise Coolwin does not accept any costs
- Waiting hours are only compensated when the driver has announced himself on time
- Late arrivals are never compensated
- Invoices will be paid by Coolwin within 30 days after receipt of the invoice (including freight documents) unless otherwise agreed
- Loaded vehicles cannot be left without supervision and must be parked on safe secured parking places and or secured buildings
- Coolwin reserves the right to pass on any costs coming from failure to comply with the accepted Loading Order on to the Transporter. If consequential damage applies, Coolwin reserves the right to pass the costs to the Transporter.
- All extra costs must be approved by an employee of Coolwin by e-mail before receiving the invoice

- Carriers should report for loading at the time designated by Coolwin. If the transport equipment arrives later than the designated loading time, all claims of costs will be rejected. In the event of calamities on for Coolwin that can cause an arrival time later than the designated loading time, the carrier should immediately report this to Coolwin together with the cause of the delay. If the carrier is delayed, Coolwin reserves the right to pass on all costs resulting from this delay to the carrier if applicable
- At the entering of the site, the driver must keep himself to the local housing rules, i.e. when considered personal security regulation. Moreover, the truck/trailer combination may not be left unnecessary idling
- Product security and personal security regulations that must be observed by drivers during loading and unloading are stated below. During visiting a loading / unloading facility, the local housing rules apply of the particular facility

General requirements:

- Drivers are not allowed to smoke (e-smokers included)
 - Drivers are not allowed to eat and drink on the premises of the loading / unloading area with exception of designated areas
 - Drivers must wear clean gloves
 - Drivers are not allowed to wear a watch or jewelry
 - Drivers must wear safety shoes
- It is not allowed for the carrier to contact the loading / unloading area directly
 - In case of cancelling the order by Carrier in time shorter than 24 hours before loading time, Carrier might be charged with extra costs resulted from late cancellation (e.g. different in freight price between order price and market price)
 - The carrier is not allowed to outsource the delivery to another carrier
 - In the event of emergencies on the road or on site at the loading / unloading area, the drivers of the respective carrier must immediately report this to Coolwin through his company
 - The responsibility of the inspection before loading, the loading itself and the sealing of the transport equipment itself, it is a combined responsibility of the external operator of the loading facility as well the driver to agree the inspection
 - The driver is responsible for the actual sealing of the transport equipment under supervision of the loading facility. The driver is never allowed to leave the loading location without having a sealed transport equipment. The seal numbers must be written on the CMR. Tautliner needs for sure a Tir-cable. Frigo truck needs always to be sealed
 - The driver is responsible for the acceptance of the load. If the driver finds that his transport equipment has not been loaded conform the agreement, then the driver needs to make a note on the CMR (in accordance with the CMR regulations) and report this to Coolwin through his company
 - GDPR: Any personal data of drivers will be processed by Coolwin only for purpose of proper fulfilling conditions of loading order. Only by request, we will destroy the GDPR data

3. General quality requirements

The transport company must have organized the following main topics, prior to an audit that could be requested from Coolwin side:

- A HACCP system (Hazard Analyze Critical Control Points) or another comparable food risk management system should be in place to manage the risks of the product. This for the transport activities as well the cleaning activities. The risk management system should contain minimal the following risks:

- Temperature control
- Sealing

4. General requirements for trailers (palletized or non-palletized goods)

The transport equipment should meet the following technical requirements:

- For all products in order to load for Coolwin, the transport equipment needs to be clean, dry, free of odor and suitable for loading foodstuff
- All booked Loading orders are for dedicated transport, unless otherwise agreed
- It is not allowed to transship or crossdock Coolwin cargo, unless otherwise agreed upon
- It is not allowed to put other goods on top of our goods
- It is not allowed to stack pallets on top of each other
- In case Coolwin is requesting to add desiccants to the loading, please install them by hanging 4x 1400 gram starch based desiccants in the container. Please note:
 - Do not put the desiccant on the product them self and make sure this is avoided at all times
 - Do not use a blanket (by incorrect use, the blanket became a kind of isolator between the product and the blanket). For that, the moisture had nowhere to go / could not escape. Once the goods arrive, moulding by moisture can destroy the product
- It is not allowed to load other products in combination with product from Coolwin, if these products increase the risk of contamination on microbiological, physical, chemical, organoleptic or allergen level. This for example are strong smelling products (flowers, certain food stuff like fish etc), but also drums with chemical waste, etc.
- The trailer should be free from obstacles inside the trailer, such as meat hooks and other obstacles
- The goods must be covered and fixed properly
- The carrier is responsible for distributing the weight of the load in a professional manner, by qualified, competent and capable personnel. The driver needs to advise the loading crew how to load the correct weight on the axles
- In case of unpacked butter (“naked butter”), the driver needs to have at least 5 to be able to sufficiently secure the load. In case of loading a single pallet (so not two pallets next to each other in the trailer), bars should be used on both sides of the pallets. Naturally, the driving style of the driver must be calm and responsible
- The transport equipment must be clean on the outside such that a perfect presentation to the customer can be guaranteed
- If applicable under local legislation, the driver has to enter the three previous cargoes per compartment (if applicable) into the sign-up system. The exact type of the previous cargoes needs to be entered. Preferably a log book is present
- All loads must be sealed with supervision of loading / unloading operator (preferred with driver present) and seal numbers must be noted on the CMR. Only the consignee may break the seal, note that the CMR has to mention that the seal was intact at time of delivery
- In case of export of goods subject to export refunds, the contracting party bringing the goods outside the EU, must ascertain that the goods have been Customs cleared correctly and accepted by Customs
- If a transport equipment is subjected to inspection / sampling by customs, Coolwin will be informed immediately both by phone as in writing. Coolwin will at the same time be informed about the net weight results established by customs. Only after specific permission from Coolwin the transport equipment is allowed to continue its schedule

- If the transport has to be performed under customs control, the contracting party has to provide the necessary means)
- Reefercontainers have to be equipped with a genset
- Tilt / Tautliner: Both sides from the transport equipment must be constructed from aluminum
- Exchanging of pallets must be mentioned on the CMR. In case of non-compliance, the balance will be settled with your invoice at the market conform rate of the pallet
- Shortages and damages must be noted on the CMR before signing and communicated immediately to Coolwin
- Number of colli must be counted and correctly registered on the transport documents before signing them off
- Truck and Trailer numbers must be communicated before loading
- Shortages and damages must be noted on the CMR before signing
- If goods have to be destroyed, there must be an approval by an employee of Coolwin by e-mail
- Additional requirements sea transport:
 - Any vessel used will meet the International Management Code for the Safe Operation of Ships and for Pollution Prevention", the ISM code. If requested the contracting party will present a copy of the Safety Management Certificate (SMC).
 - Sea transportation of the product is to be below the waterline, and the product / container is not to be stowed near any heat sources like boilers, fuel tanks etc

5. Extra requirements chilled and frozen transport

- The driver is responsible for checking the product temperature during loading and / or during unloading at the facility with temperature equipment
- The product temperature needs to be checked during multiple-day transports when the transport equipment is in transit. If the product temperature cools down or decrease with 2 degrees Celsius ore more than the driver needs to report this to Coolwin through his company
- Product shall be shipped at minimum temperature as requested at the loading / unloading confirmation as well the maximum temperature off the loading / unloading confirmation
- Temperature of the product as well the temperature of the trailer at loading and unloading should be measured and noted on the CMR
- Temperature of the trailer during transport should be measured and if requested a report should be presented
- Driver needs to put temperature as indicated in our Loading Order. If the temperature on the CMR or the measured temperature by the driver is different as stated on our Loading Order, the drivers of the respective carrier must immediately report this to Coolwin through his company

6. Return deliveries

- If a delivery (or a part off) is going to be returned then this must be approved by Coolwin first. Until then, the driver shall never leave the unloading location. If a return delivery is accepted by Coolwin, than this return delivery must always be sealed at the unloading facility. The seal numbers must be listed on the CMR before it is signed by the unloading facility. Return deliveries which are not sealed at the unloading facility will not be accepted by Coolwin
- The unloading facility must sign a declaration stating that the cargo has not left the transport equipment and has not been changed

- The driver shall not leave the unloading facility until the transport equipment has been sealed according the sealing procedure as described above

7. Force majeure

- Neither party (i.e. the affected party) is liable to the other for any delay or failure to perform fully, where such delay or failure is caused by exceptional, unavoidable and unforeseeable events or circumstances beyond the reasonable control and will of the affected Party which render full performance or timely performance by that party impossible. Subject to the foregoing and without limiting the generality of the foregoing, the following circumstances can constitute a force majeure situation: (fire, explosion, exceptionally inclement weather, war, civil unrest, terrorism, general public strike, etc.)
- Upon the occurrence of such a force majeure situation the affected party must promptly inform the other party thereof in writing and both parties will use all reasonable efforts to eliminate the force majeure situation and/or to mitigate the effects thereof on the parties.