

**GENERAL TERMS AND CONDITIONS OF THE GERMAN FEDERAL WORKING  
GROUP HEAVY HAULAGE AND CRANE WORK**  
for the Accompaniment of Large and Heavy Haulage, Agency Business  
and Other Services  
(AGB-BSK Accompaniment + Agency Business 2021)  
(Status: 1 October 2021)

I.GENERAL PART	
<b>1.</b>	<b>Scope of application/validity and essential contractual obligations</b>
<b>1.1</b>	<b>Scope of application/validity</b>
	The services of the contractor pursuant to Subclause 2 are based upon the following terms and conditions insofar as not essentially opposed by statutory regulations. The AGB-BSK Accompaniment + Agency Business + Other Services shall not apply to contracts with consumers within the meaning of Section 13 German Civil Code [ <i>Bürgerliches Gesetzbuch – BGB</i> ].
<b>1.2</b>	<b>Essential contractual obligations</b>
	The essential contractual obligations of the contractor can be derived from Subclauses 2 and 8 of these Terms and Conditions. These are the obligations, the fulfilment of which enables the proper implementation of the contract at all and on the compliance with which the contractual partner may as a rule rely and depend upon. The obligations of the customer in Subclause 11 are also such essential contractual obligations.
<b>2.</b>	<b>Services of the contractor</b>
<b>2.1</b>	<b>Accompaniment of Large and Heavy Haulage</b>
	The contractor shall provide services in the form of a service contract for the Accompaniment of Large and Heavy Haulage – this shall also include truck-mounted crane transports – in public road traffic according to the Guidelines on the Performance of Large and Heavy Haulage (RGST 2013); Transport Gazette (Verkehrsblatt) document [VkBl.-Dok.] B 3420 V 01/14) and the orders and conditions of the licensing or approving authority in the respective permit according to Section 29 Para. 3 German Road Traffic Act [ <i>Straßenverkehrsordnung – StVO</i> ] and/or the exemption according to Section 46 Para. 1, No. 5 StVO as well as the exemption according to Section 70 Para. 1 German Road Traffic Licensing Regulations [ <i>Straßenverkehrszulassungsverordnung – StVZO</i> ]. The contractor is responsible for providing the services that it has taken over, however not personally.
<b>2.2</b>	<b>Agency business</b>
	In addition, the contractor can operate as an agent and obtain permission according to Section 29 Para. 3 StVO and/or the exemption according to Section 46 Para. 1, No. 5 StVO as well as the exemption according to Section 70 Para. 1 StVZO for Large and Heavy Haulage with the power of attorney and for the account of the customer. In this case, the contractor is also authorised to submit the declaration of the customer in accordance with margin no. 94 of the Administrative Regulation (VwV) on Section 29 Para. 3 of the StVO and/or margin no. 29 of the VwV on Section 46 Para. 1, No. 5 of the StVO with effect for and against the customer. Furthermore, the contractor can obtain orders under road traffic law according to Section 45 Para. 6 StVO (Traffic sign plan) with the power of attorney and for the account of the customer. Insofar as the contractor implements the stipulations from this order by order of the customer, it operates as a technical enforcement assistant within the meaning of Subclause 2.5. The contractor is not entitled to act as a carrier/crane operator or freight forwarder. Fees and costs for official expenses and procurement costs and costs, which are incurred through official requirements as well as police escort fees and other costs for officially ordered safety precautions will be borne by the customer insofar as not otherwise agreed. In this case, however, the contractor will not assume any guarantee for the granting of the permit and/or exemption or their availability in time. It shall be merely liable for filing the application in time.

<b>2.3</b>	<b>Route survey</b>
<p>Insofar as explicitly agreed, the contractor shall assume the survey of the intended route for the large and heavy haulage to be applied for to the extent whether the intended route is expected to be suitable for the transport (route survey).</p> <p>The route survey is carried out by evaluating the official road construction authority maps and digital maps on the basis of the dimensions and weights as well as axle loads of the intended large and heavy haulage or crane transport.</p> <p>With regard to weight and axle load, the contractor can be guided by construction restrictions (traffic signs 262 and 263 StVO).</p> <p>Further measures (e.g., Route-Scanning or Geo-Radar) will only be carried out with an explicit order.</p> <p>Within the scope of this survey before filing the application, the contractor will not assume any guarantee for the suitability of the route and the condition of the roads with regard to the special requirements of the transport.</p>	
<b>2.4</b>	<b>Route inspection</b>
<p>Insofar as explicitly agreed, the contractor shall take over the examination of the approved route in advance of the execution of the large and heavy haulage to the extent whether this route is actually suitable for carrying out the transport (route inspection).</p>	
<b>2.5</b>	<b>Technical enforcement assistant</b>
<p>If the contractor takes over the signage of road construction sites or no-stopping zones under submission of a traffic sign plan approved by the competent authority (cf. Section 45 Para. 6 StVO), the contractor shall act for the customer as technical enforcement assistant of the competent authority.</p>	
<b>2.6</b>	<b>Re-steering</b>
<p>Insofar as agreed, the contractor shall undertake the re-steering of the large and heavy haulage in narrow places, e.g., when turning off.</p>	
<b>2.7</b>	<b>Instruction</b>
<p>Insofar as agreed, the contractor shall undertake the instruction of the large and heavy haulage in cases where the dimensions of the haulage more than slightly impair the driver's view of the traffic area.</p>	
<b>3. Right to refuse service</b>	
<b>3.1</b>	<b>Accompaniment of Large and Heavy Haulage</b>
<p>The contractor is entitled, under the exclusion of all claims for damages, to refuse the accompaniment of large and heavy haulage according to Subclause 2.1 until a valid permit and/or exemption is available for the large and heavy haulage if there are concerns based on concrete indications, official requirements or orders of the licensing or approving authority will have to be breached with the execution of the transport or if other traffic hazards are to be feared.</p> <p>In addition the contractor is entitled, under the exclusion of all claims for damages, to interrupt the accompaniment of large and heavy haulage if there are concerns based on concrete indications, that if the transport is continued, a danger is to be feared for the safety and ease of the public road traffic that by far exceeds the extent that was foreseeable at the beginning of the transport or there is a threat of substantial damages to property of third parties or to property of the contractor and/or third party or own assets.</p> <p>In case of an interruption to the accompaniment, it is to be ensured that the transport is not parked on public roads. If it is not possible to park away from the public roads, it is to be ensured that the transport that is parked in the public traffic area is sufficiently secured.</p>	
<b>3.2</b>	<b>Technical enforcement assistant</b>
<p>The contractor is entitled, under the exclusion of all claims for damages, to refuse the signage as technical enforcement assistant within the meaning of Subclause 2.5 until a valid traffic sign plan according to Section 45 Para. 6 StVO from the respectively responsible authority is available.</p>	

<b>3.3</b>	<b>Re-steering, instruction</b>
	The contractor is entitled to the exclusion of any claims for damages, to refuse the subsequent steering or instruction if, contrary to the contractual agreement, a vehicle combination is used by the customer which is unknown to the accompanying personnel of the contractor, or the accompanying personnel of the contractor is not qualified to operate this transport combination in accordance with DGUV regulation 70 "Vehicles".
<b>4.</b>	<b>Subcontractor agreement</b>
	The contractor is – insofar as not explicitly otherwise agreed – entitled to commission suitable subcontractors for contractual services according to Subclauses 2.1, 2.3, 2.4 and 2.5 without the consent of the customer with the execution of the order that was taken over. The customer is to be notified of the use of subcontractors by the contractor.
<b>5.</b>	<b>Waiting time</b>
	In case of waiting time owing to the non-availability of a valid permit and/or exemption the customer has to pay the contractor the agreed, otherwise an appropriate waiting fee as remuneration for the contractual services according to Subclauses 2.1, 2.6 and 2.7. The same shall apply to waiting times, which occur owing to a special order of the customer or a police authority.
<b>6.</b>	<b>Impediments to service, force majeure</b>
	Impediments to service, which cannot be attributed to the scope of risks of one contractual party shall release the contractual parties from the service obligations for the duration of the interference and the extent of its effect. Such impediments to service are: force majeure, riots, acts of war or terrorism, strikes and lockouts, epidemics (including epidemics and pandemics), blocking of transport routes, weather-related circumstances, road closures, traffic jams and other unforeseeable, unavoidable and serious events. In the event of an impediment to service according to Subclause 6 Paragraph 1 each contractual party is obliged to notify the respective other party without delay. The contractor is moreover obliged to obtain instructions of the customer.
<b>7.</b>	<b>Right of rescission</b>
<b>7.1</b>	<b>Right of rescission of the contractor</b>
	In case of a not only temporary shutdown of the transport vehicle, the contractor is entitled in the cases of Subclauses 2.1, 2.6 and 2.7, under the exclusion of claims for damages, to rescind the contract and to discontinue the already started activities. The customer shall owe the contractor the pro rata remuneration for already performed activities.
<b>7.2</b>	<b>Right of rescission of the customer</b>
	In any case the customer can rescind the contract if, despite a request within a reasonable deadline, it cannot be assumed that the contractual services will be fulfilled according to Subclause 2.

<b>II. SPECIAL PART</b>	
<b>1. Section: Obligations of the contractor and liability</b>	
<b>8.</b>	<b>Duties of the contractor</b>
<b>8.1</b>	<b>Accompaniment of Large and Heavy Haulage</b>
	<p>In the case of accompaniment within the meaning of Subclause 2.1, the contractor shall exclusively assume security obligations with respect to other traffic.</p> <p>The contractor undertakes, if it provides the services according to Subclause 2.1, after a corresponding order of the licensing or approving authority, to use only properly equipped and clearly marked escort vehicles.</p> <p>In the case that an escort vehicle with attached variable traffic sign system is stipulated by official order, the contractor undertakes to only use such vehicles that are equipped according to "Leaflet on the Equipment of Private Accompanying Vehicles for Large and Heavy Haulage (Merkblatt über die Ausrüstung der privaten Begleitfahrzeuge für Großraum- und Schwertransporte)" (VkBl.-Dok. B 3422 V 10/15 in conjunction with VkBl.-Dok. of 9 October 2015, p. 685), in the respective latest version, have been equipped and approved.</p> <p>In addition, the contractor undertakes in this case only to deploy driving personnel who possess a valid authorisation card of the German Federal Working Group Heavy Haulage and Crane Work (BSK e.V., pursuant to "Leaflet on the Equipment of Private Accompanying Vehicles for Large and Heavy Haulage" (VkBl. 1992, p. 218, supplemented by VkBl. 1993, p. 788), in the respective newest version.</p> <p>In the event that, due to an official order, administrative assistants are stipulated, the contractor undertakes to deploy accordingly instructed driving personnel on the respective route.</p> <p>In the case of technical defects in particular, the contractor is entitled to use escort vehicles of the same suitability and equipment.</p>
<b>8.2</b>	<b>Route survey and route inspection</b>
	<p>In the event that the contractor has to enter a motorway and/or motor road during the route survey and/or route inspection, it shall obtain a corresponding special exemption according to Section 46 Para. 1 No. 2 StVO in good time at the expense of the customer, unless agreed otherwise.</p>
<b>8.3</b>	<b>Technical enforcement assistant</b>
	<p>In the event that the contractor takes over the service according to Subclause 2.5, it has to ensure that at least one responsible person in its company is available, who has had training pursuant to "Leaflet on Framework Conditions for Required Expertise for Traffic Safety at Work Sites on Roads (Merkblatt über Rahmenbedingungen für erforderliche Fachkenntnisse zur Verkehrssicherung von Arbeitsstellen an Straßen)" (MVAS 99), in the respective newest version. This person is to be named to the customer in writing.</p>
<b>8.4</b>	<b>Re-steering</b>
	<p>In the event that the accompanying personnel of the contractor take over the re-steering of the large and heavy haulage, the contractor has to ensure that the accompanying personnel are familiar with the re-steering of the respective semi-trailer/trailer.</p>
<b>8.5</b>	<b>Instruction</b>
	<p>In the event that the accompanying personnel of the contractor instruct the driving personnel of the customer in critical traffic situations according to Subclause 2.7, it must be ensured that the accompaniment personnel are familiar with the driving behaviour of the large and heavy haulage.</p>
<b>9.</b>	<b>Liability of the contractor</b>
<b>9.1</b>	<b>Basic regulation</b>
	<p>The contractor shall be liable for the operational safety and roadworthiness of the vehicles used by it and their suitability according to the contractually agreed use as well as for the suitability of its personnel. The statutory regulations shall apply.</p>

<b>9.2</b>	<b>Liability exclusions</b>
<p>The contractor will not be liable for an interruption to the contractual services according to Subclause 2 as a result of force majeure within the meaning of Subclause 6 Paragraph 2.</p> <p>In case of a contractual service according to Subclause 2.1, the contractor will not be liable either for other events without fault, which were caused by a shutdown of the transport vehicle.</p> <p>The contractor will in particular not be liable with regard to Subclause 2.1 for the proper securing of the transport vehicle itself respectively of its load (e.g. Guideline on the identification of over-wide and over-long road vehicles and certain protruding loads (Richtlinie über die Kenntlichmachung überbreiter und überlanger Straßenfahrzeuge sowie bestimmter hinausragender Ladungen) in the respectively valid version, VkB1 2019, p. 192 et seqq., No. 35) as well as for the compliance with the exception provisions with a deviation from the construction and operating regulations for the transport vehicle (cf. Recommendation for the granting of exemptions according to Section 70 StVZO for certain vehicle types and vehicle combinations, in the respectively valid version, VkB1 2014, p. 504 et seqq.).</p> <p>The contractor will not be liable either with regard to Subclause 2.1 for an operational safe and roadworthy loading of the goods on the heavy goods vehicle, neither for the suitability of loading aids, packaging or planning, nor for damages to goods, which are suffered in the safekeeping of the customer, unless the contractor was also at fault or solely at fault for causing the damages to the goods.</p>	
<b>9.3</b>	<b>Limitation to liability</b>
<p>Except in case of wilful intent and gross negligence of the contractor and its vicarious agents the liability of the contractor-- in particular with a late arrival at the location, non-appearance at the point of departure or incorrect scheduling – is limited to the damages that are foreseeable upon conclusion of the contract and are typical for the contract.</p> <p>The contractor will be liable for financial losses as a maximum up to an amount of EUR 25,000 for each damaging event.</p> <p>The aforementioned limitations to liability shall not apply in case of wilful intent and gross negligence of the contractor and its vicarious agents as well as with the injury to life, of the body and the health as well as for damages to objects, which are not the object of this service, as well as with the breach of essential contractual obligations, unless the breach was carried out due to slight negligence of the vicarious agents of the contractor.</p>	
<b>9.4</b>	<b>Declaration of higher value</b>
<p>Insofar as the customer requests a higher amount than in Subclause 9.3, then an explicit written agreement is to be reached in this respect before placement of the order and the contractor is entitled to invoice the costs of corresponding insurance for the higher liability to the customer.</p>	
<b>2. Section: Insurance</b>	
<b>10.</b>	<b>Insurances of the contractor</b>
<b>10.1</b>	<b>Motor vehicle liability insurance</b>
<p>The contractor undertakes to take out motor vehicle liability insurance for its escort vehicles as such with a sum insured of at least EUR 25 million for property damage and at least EUR 7.5 million for physical injuries per damaging event, including the special risks arising from the use of the vehicle as an escort vehicle.</p>	
<b>10.2</b>	<b>Business and environmental liability insurance</b>
<p>The contractor furthermore undertakes for its operation to conclude combined business and environmental liability insurance with a sum insured of at least EUR 1 million for physical injuries, EUR 0.5 million for property damages and EUR 25,000 for financial losses per damaging event by including the typical activity risks as heavy-lift cargo service provider.</p>	
<b>10.3</b>	<b>Professional liability insurance</b>
<p>In the event that the driving personnel of the contractor acts as an administrative assistant, auxiliary police officer or as a person authorised to give instructions to an appointed company, the contractor undertakes to take out professional liability insurance for property damage, physical injury and financial loss in the amount of EUR 20 million per damaging event.</p>	

<b>3. Section: Obligations of the customer and liability</b>	
<b>11.</b>	<b>Obligations of the customer</b>
<b>11.1</b>	<b>Accompaniment of Large and Heavy Haulage</b>
	<p>The customer is obliged before the start of the transport, upon request, to grant the contractor the right to inspect the official permits and exemptions.</p> <p>Furthermore, the customer is obliged to carry out all necessary acts of assistance, which are required for a proper accompaniment of large and heavy haulage.</p>
<b>11.2</b>	<b>Agency business</b>
	<p>The customer is obliged, in time before the start of the transport, to communicate all data/information that is relevant for the execution of the approval procedure and their possible changes to the contractor.</p> <p>If the contractor is at the same time the applicant pursuant to Subclause 2.2 of the necessary transport permits and exemptions according to the StVO, the contractor has to submit the notifications to the customer and to ensure its signature and confirmation of the acknowledgement.</p>
<b>11.3</b>	<b>Re-steering</b>
	<p>The customer shall be obliged to permit the contractor in writing to carry out the re-steering activity by the accompanying personnel of the contractor if it is ensured that the accompanying personnel of the contractor has been instructed in the technical procedure of re-steering and the relevant accident prevention regulations – in particular DGUV regulation 70 “Vehicles” – as well as in the operating instructions of the large and heavy haulage vehicle with regard to the re-steering procedure.</p>
<b>11.4</b>	<b>Instruction</b>
	<p>The customer is obliged to check that the accompanying personnel of the contractor is familiar with the driving behaviour of the large and heavy haulage vehicle.</p>
<b>12.</b>	<b>Liability of the customer</b>
	<p>The customer shall be liable for all of its assumed obligations pursuant to Subclause 11 according to the applicable statutory provisions.</p>
<b>III. FINAL PROVISIONS</b>	
<b>13.</b>	<b>Invoice</b>
	<p>The invoices of the contractor are to be settled after fulfilment of the order immediately after receipt of the invoice, insofar as not otherwise agreed when the order is placed.</p>
<b>14.</b>	<b>Offsetting, retention</b>
	<p>An offsetting against claims from the contract and thus associated non-contractual claims is only permitted if the due counterclaim is undisputed, ready for a decision or has been declared final and binding, unless the customer is a consumer.</p>
<b>15.</b>	<b>German law, place of jurisdiction</b>
	<p>The place of performance and place of jurisdiction, also for cheque and bill of exchange actions among businessmen, is exclusively the registered seat of the contractor. All contracts concluded by the contractor are governed by German law. This shall also apply to foreign customers.</p>
<b>16.</b>	<b>Regulation regarding the written form</b>
	<p>Insofar as a written form is requested for declarations, electronic communication and all other legible forms are deemed equivalent hereto insofar as they allow the issuer to be clearly recognisable.</p>