


**IMPORTANT REMINDER :**  
**TRANSMISSION OF INFORMATION TO THE CARRIER**

Castanet-Tolosan, September 14th 2021.



**A**t CHABRILLAC's, we ensure the daily routing of the goods that you entrust to us. From the smallest to the largest material, from the lightest to the heaviest, we make it a point of honour to maintain constant levels of attention and respect for the goods we handle. The safety of your equipment, which is our responsibility, and that of other road users is at stake, as is the maintenance of healthy and prosperous business relationships.

As it is in everyone's interest, we believe it is important to communicate with our clients and remind them of their obligation to provide information when carrying out a transport operation.

In order to carry out a transport operation, CHABRILLAC must put in place adequate material and human resources. Therefore, it goes without saying that each of the parties must communicate the elements that are essential for the proper performance of a goods transport operation.

According to article 3 of the contrat type "general" for the transport of goods, stipulating the information and documents to be provided to the carrier, it is defined that

*3.1. The principal shall provide the carrier, within the framework of the provisions of Articles L. 3221-2 and L. 3222-4 of the Transport Code, prior to the presentation of the vehicle for loading, in writing or by any electronic means of data transmission and storage, with the following information*

- 📌 the names and full addresses, as well as the telephone and fax numbers and the e-mail address of the sender and the recipient;*
- 📌 the full names and addresses, together with telephone and fax numbers and e-mail addresses of the places of loading and unloading, where these differ from those indicated above;*
- 📌 the name and address of the originator;*

- 📌 *the dates and, if necessary, the times of loading and unloading*
- 📌 *the time limits for making the vehicle available for loading and unloading;*
- 📌 *the exact nature of the goods, the gross weight of the consignment, the marks, the number of packages, objects or load carriers (pallets, rolls, etc.) that make up the consignment;*
- 📌 *if applicable, the dimensions of packages, objects or load carriers with special characteristics;*
- 📌 *if applicable, the linear floor space or volume required;*
- 📌 *the specific nature of the goods when they require special provisions (dangerous goods, perishable goods, coveted and/or sensitive goods etc.);*
- 📌 *the order number and the references of the shipment, when this information is necessary for the proper execution of the contract;*
- 📌 *where applicable, the agreed extra services and the way in which they are to be performed;*
- 📌 *specific instructions in the event that delivery is prevented (re-presentation, home delivery, storage, return, sale or destruction of the goods, etc.).*

*3.2 In addition, the customer shall inform the carrier of any hidden features of the goods and of any data that may affect the proper performance of the transport contract.*

*3.3. 3.3. The customer shall provide the carrier, at the same time as the goods, with the information and accompanying documents necessary for the proper performance of a transport operation subject to special regulations, such as regulations governing the use of goods, customs, police, dangerous goods, etc.*

*3.5. The customer shall be liable to the carrier for the consequences of a false or incomplete declaration on the characteristics of the consignment as well as for the absence or inadequacy of a declaration which has the effect, among other things, of concealing the dangerous or fraudulent nature of the goods transported. He is also liable for any failure to comply with his obligation to provide information in accordance with Articles 3.2 and 3.3 above.*

Each of the parties to a contract must loyally inform the other of the object and content of its obligation. CHABRILLAC, as a transport professional, is supposed to know all the technical and legal implications of the service it agrees to provide. Moreover, if a point seems doubtful, it is up to us to ask our co-contractor for further details. But however competent and conscientious he may be, a carrier is not a fortune teller!

The sender is therefore obliged to inform the carrier of the nature of the goods and their specific characteristics, but also to point out any non-apparent particularities or anything that could affect the proper performance of the transport.

Thus, it has been ruled that it is the sender's responsibility to draw the carrier's attention to :

- ▲ The abnormally high centre of gravity of a machine housed in a box
- ▲ The particular fragility of a machine part
- ▲ The high sensitivity of a good to frost, heat, humidity or its "slippery" nature
- ▲ The configuration of the transported items resting on "rolling" parts
- ▲ The high value of the goods in terms of theft prevention when they are not visible by name
- ▲ The presence of shock sensors and their number per identified package

(Non-exhaustive list)

Without obtaining all the characteristics of a part, we are not in a position to guarantee the correct implementation of a transport operation within the time limits set, nor the correct running of the service provided.