



**VDI GUIDELINE 2700 (SHEETS 8, 8.1, 8.2) ON LOADING ON  
CAR CARRIERS**

**TRANSLATION OF THE LEGAL OPINION  
FROM GRAF VON WESTPHALEN**

**April 2025**

## Revised Versions of Sections 8.1 and 8.2 of VDI Guideline 2700 – Legal Effects and Practical Consequences in Law

In Germany, the Association of German Engineers (Verein Deutscher Ingenieure e.V., hereinafter: VDI) drafts and publishes technical regulations, including those governing load securing on road vehicles—so-called VDI Guidelines. The relevant technical standards for the transport of motor vehicles on vehicle transporters are set out in VDI Guideline 2700 (hereinafter also: VDI 2700), specifically Sections 8, 8.1 and 8.2. These standards were last revised and tightened with effect from 1 September 2024.

This paper briefly discusses the legal effects of VDI 2700 Sections 8, 8.1 and 8.2 (1), particularly the annual certification requirement specified therein (2), and considers the consequences of the new regulation in the event of official inspections and objections (3), as well as in relation to clients commissioning vehicle transport services (4).

---

### 1. General: No Legal Binding Force of VDI 2700 Sections 8, 8.1 and 8.2

VDI 2700 Sections 8, 8.1 and 8.2 do not have the binding legal force of state regulations. Failure to comply with the provisions set out therein does not, in itself, result in legal consequences. Rather, these are non-binding recommendations issued by a private organization, which may serve only as interpretive aids in the application of statutory regulations. Specifically:

The starting point for assessing the legal implications of VDI 2700 Sections 8, 8.1 and 8.2 is Section 22(1) of the German Road Traffic Regulations (StVO). The first sentence of this provision defines requirements for load securing. The second sentence states that recognized rules of technology must be observed. Although VDI 2700 is generally considered a recognized rule of technology in this context, this does not make it a legally binding state regulation. Instead, it merely serves as a recommendation describing the standard for proper technical conduct.

As a consequence, compliance with VDI 2700 Sections 8, 8.1 and 8.2 creates a presumption of proper load securing. However, non-compliance with the VDI standards

does not, in itself, constitute a violation of Section 22(1), Sentence 1 StVO. If the load was adequately secured in the specific case despite non-compliance with VDI 2700, the requirements of Section 22(1), Sentence 1 StVO are nonetheless met. This means:

- If the provisions of VDI 2700 Sections 8, 8.1 and 8.2 are complied with in the context of a vehicle transport, proper load securing can generally be presumed.
- If the provisions of VDI 2700 Sections 8, 8.1 and 8.2 are not complied with, this does not necessarily result in a legal violation. Rather, legality depends on whether the requirements of Section 22(1), Sentence 1 StVO are met independently of non-compliance with VDI 2700. In this case, the carrier must provide evidence of proper securing.

In such instances, it may also be noted that less stringent requirements apply in all other EU Member States. The stricter requirements of VDI 2700 Sections 8, 8.1 and 8.2 thus go beyond the state of the art and therefore do not qualify as recognized rules of technology within the meaning of Section 22(1), Sentence 2 StVO.

VDI itself has since acknowledged this legal non-binding nature in a letter dated 6 March 2025, the association explicitly stated:

“In this respect, it is pointed out that VDI 2700 Sections 8.1 and 8.2 – like all other recognized rules of technology – are merely non-binding recommendations. This remark is correct.”

Contrary statements regarding the legal force of these guidelines, as occasionally published online, are incorrect.

---

## 2. Specific Implications: Non-Binding Nature of the Certification Requirement

The appendix to VDI 2700 Sections 8.1 and 8.2 contains provisions on the "serviceability of vehicle transporters and their load securing components." It introduces a duty for annual inspection of load securing components on vehicle transporters, including appropriate documentation. However, this too does not constitute a legally binding obligation, but only a non-binding recommendation. In detail:

As with the general principles, the annual inspection requirement set out in VDI 2700 Sections 8, 8.1 and 8.2 cannot be legally mandated, since recognized technical rules are not statutory regulations. Furthermore, considering it legally binding would raise constitutional concerns

due to the lack of a sufficient legal basis and potential conflicts with the fundamental rights of vehicle operators.

As a result, the following applies:

- If load securing components on a vehicle transporter are inspected annually in accordance with VDI 2700 Sections 8, 8.1 and 8.2, proper load securing can generally be presumed.
- If such inspections are not carried out, this does not necessarily imply a violation of the law. Again, legality depends on whether the requirements of Section 22(1), Sentence 1 StVO are met, regardless of VDI compliance. The burden of proof lies with the transporter.

It may again be pointed out that no comparable certification requirement exists in other EU Member States, meaning that VDI 2700 Sections 8, 8.1 and 8.2 go beyond the recognized state of the art.

---

### 3. Legal Assessment in Case of Official Inspections and Fines

In the event of official inspections of vehicle transports and any objections raised, non-compliance with VDI 2700 Sections 8, 8.1 and 8.2 does not, in itself, constitute a legal violation. The decisive question remains whether the requirements of Section 22(1), Sentence 1 StVO were met in the specific case.

As noted, VDI 2700 Sections 8, 8.1 and 8.2 do not contain binding legal standards. Official measures - such as a driving ban - cannot be justified solely by non-compliance with VDI provisions. What matters is solely whether the cargo was sufficiently secured as required by Section 22(1), Sentence 1 StVO.

The legal consequence is that any official objection or administrative fine based solely on the non-compliance with VDI 2700 Sections 8, 8.1 and 8.2 would be unlawful and could be successfully challenged in court. This means:

- Official measures such as objections or fines are unlawful if they are based exclusively on a failure to comply with VDI 2700 Sections 8, 8.1 and 8.2, and the cargo was nonetheless sufficiently secured in the specific case in accordance with Section 22(1), Sentence 1 StVO.

- Measures are especially unlawful if they are based solely on a failure to comply with the certification requirement, and the cargo was otherwise properly secured.
  - Conversely, official measures are lawful if non-compliance with VDI 2700 Sections 8, 8.1 and 8.2 results in a finding that the cargo was not sufficiently secured in accordance with Section 22(1), Sentence 1 StVO.
- 

#### 4. Implications for the Legal Relationship Between Clients and Contractors in Vehicle Transport

The non-binding nature of VDI 2700 Sections 8, 8.1 and 8.2 means that market participants are not legally required to comply with the provisions unless contractually agreed. Clients may only demand compliance from transport service providers if an adequate contractual basis exists. Specifically:

While contractual partners may generally expect each other to act lawfully (including compliance with statutory obligations), VDI 2700 Sections 8, 8.1 and 8.2 are not statutory regulations but non-binding recommendations. Therefore, clients may only require compliance if this has been contractually agreed. Within the framework of contractual freedom, clients may, of course, agree to stricter requirements, including adherence to the VDI standards. If no such agreement exists, the contractor is under no obligation to comply with the guidelines.

As a consequence:

- If there is no contractual obligation for the contractor to comply with VDI 2700 Sections 8, 8.1 and 8.2, the client may not unilaterally impose such a requirement. Instead, the client must negotiate a contract amendment. These negotiations may include a price adjustment in return for the increased requirements.
- If compliance with VDI 2700 Sections 8, 8.1 and 8.2 has been contractually agreed, the exact wording of the clause becomes decisive:
  - A static reference to the version of the guideline valid at the time of contract conclusion would mean that the new version of 1 September 2024 does not apply to the agreement.
  - A dynamic reference (i.e., referring to the “currently applicable version”) includes future amendments, meaning the contractor is also obligated to comply with the new version effective as of 1 September 2024.

- If dynamic reference has been contractually agreed and compliance with the updated provisions results in significant additional costs, the contractor may consider invoking the legal principle of frustration of contract basis (Section 313 of the German Civil Code – BGB) to seek a contract adjustment.

**End of translation**



**ECG**

**BluePoint Brussels**

Boulevard A. Reyers 80  
1030 Brussels | Belgium

Tel: +32 2 706 82 80

info@ecgassociation.eu

[ecgassociation.eu](http://ecgassociation.eu)