

General Transport Conditions of Schüco International KG, Karolinenstraße 1 - 15, D-33609 Bielefeld, Germany

Section 1 Subject Matter and Scope

The following Transport Conditions apply to all transport orders placed by Schüco International KG and its branches and by all subsidiaries (hereinafter referred to as "SCHÜCO"). Terms of business differing from this or Contractor's conditions preformulated differently shall not apply in any circumstances and it is stated as of now that they are not valid. The transport order shall also be executed to the exclusion of other association rulebooks such as the General German Freight Forwarding Terms and Conditions (ADSp) or the Contract Terms for Road Haulage and Logistics Companies (VGBl).

Section 2 Requirements for Vehicles and Drivers

1. The requirements for the transport vehicle, the drivers used, load securing equipment to be carried etc. can be found in the information on the type of goods to be transported, the stipulations of the transport order, the specific character of the goods to be transported, the forwarders' specifications and all legal and technical provisions.
2. The Contractor undertakes to provide vehicles that make it possible for the vehicle to be loaded, and transportation to be carried out, without any problems.
3. The Contractor is responsible without restriction for ensuring that the vehicle meets all requirements for operational safety and roadworthiness.
4. The Contractor is responsible for ensuring that suitable material for securing the load is always carried. In particular, there is a requirement for lashing straps that are in perfect condition, are DIN-tested and possess the necessary minimum load-bearing capacity. The vehicle must have lugs for securely fixing the lashing straps, tag boards and the like.
5. The Contractor is both obliged to secure the load itself and responsible for this. For this purpose, the driver must in particular observe all legal and technical provisions (e.g. DIN provisions for load securing).

Section 3 Permits

1. The Contractor assures SCHÜCO that it has all the permits required for transport and that it shall only use drivers who have the necessary qualifications. Drivers from third countries may only be used if they have a valid driver attestation.
2. The Contractor must hand over to the driver it uses copies of the necessary permits/attestations and must instruct him to hand these over to SCHÜCO for checking if SCHÜCO requests this.
3. If it is not possible to prove possession of the necessary permits/attestations, the transport vehicle is considered not to have been provided and the Contractor is obliged to compensate SCHÜCO for the damage and loss incurred as a result.
4. If the necessary permits/attestations are not present, the Contractor shall exempt SCHÜCO from all third-party claims asserted by said third parties on the basis of the missing permits/attestations. These include in particular fines imposed on SCHÜCO.

Section 4 Driving and Rest Times

1. The Contractor assures SCHÜCO that the goods shall be carried in strict compliance with the legal provisions on driving and rest times in road transport. Upon request by SCHÜCO, the Contractor must submit suitable proof of compliance with the driving and rest times.
2. If infringements of the legal provisions on driving and rest times occur when the order is being executed, the Contractor must immediately inform SCHÜCO of this. Additionally, the Contractor is obliged to exempt SCHÜCO from all third-party claims asserted by said third parties against SCHÜCO in connection with the infringement. These include in particular fines imposed on SCHÜCO.

Section 5 Minimum Wage

1. The Contractor provides an assurance that it will pay the drivers it uses the minimum wage prescribed by the legal requirements of the relevant country and that it shall comply with the applicable documentation obligations. The Contractor must inform SCHÜCO immediately about infringements during the transportation commissioned by SCHÜCO.
2. If the Contractor infringes one of the aforementioned obligations, it must exempt SCHÜCO from all third-party claims asserted by said third parties against SCHÜCO in connection with the infringement. These include in particular, in addition to any claims to which the employees deployed are entitled, fines imposed on SCHÜCO.

Section 6 Order Execution

1. SCHÜCO shall pack the goods to be transported such that they are transport-safe in suitable loading aids if the goods by their nature require packaging having regard to the transportation agreed. The goods shall be made available for transport at the collection point.
2. It is prohibited to remove the packaging or the loading aids.
3. The Contractor is absolutely prohibited from reloading/transshipment or transfer of the consignment. Other conditions only apply if reloading/transshipment is absolutely necessary or has been agreed with SCHÜCO due to the inclusion of a route by sea, air or rail or due to finishing/refinement.
4. The additional loading of another consignment is only permitted if any possibility of damage to the contractual goods by the additional goods has been excluded. If additional loading of another consignment results in damage to SCHÜCO's consignment, it shall be presumed that the damage is due to the additional loading and the incorrect transport protection.
5. Additionally, contrary to the statutory provision of section 412 of the German Commercial Code (Handelsgesetzbuch, HGB) the Contractor is obliged to undertake loading and unloading and supervise it. If the driver actively contributes to the loading or unloading, as he is obliged to on the basis of this Agreement, he is acting as a vicarious agent of the Contractor. If the shipper does not permit the driver to participate in loading or if the

driver accepts a preloaded freight container, the driver is at least obliged to check that the load has been secured in an operationally safe and transport-safe manner. In any event, the Contractor's driver should independently secure the load in a transport-safe and operationally safe manner and check this and so the Contractor is responsible within the relationship with SCHÜCO for the correct securing of the load.

6. The Contractor must check the consignment for completeness, integrity and identity on acceptance, at every interface and on delivery and must document any irregularities.
7. Upon request, the Contractor shall always provide SCHÜCO with a delivery receipt.

Section 7 Transportation Times

1. When an order is placed, the Contractor is informed of both the time slot for loading at the collection point and the deadline for delivery to the recipient. The deadlines stated in the order are fixed deadlines.
2. The Contractor is obliged to make arrangements for its vehicles in consideration of all usual traffic conditions such that loading can take place within the specified time slot and the vehicles are provided for loading in a timely manner. This also applies to the delivery deadlines at the recipient's site.
3. In view of the tight planning of loading at the collection points, the specified time slot must be strictly observed. If the Contractor does not observe the time slot for loading or unloading, the Contractor is obliged to pay a contractual penalty of €50.00 for each late arrival and to pay SCHÜCO for the damage caused as a result and the additional expense; however, the Contractor's liability is limited to three times the amount that would have to be paid in the event of loss of the goods. The Contractor is released from the above obligation if it proves that the delay was unavoidable.
4. Notwithstanding its obligation to keep to the times, the Contractor shall immediately inform SCHÜCO of any possible delays. This also applies to delays and in particular also to irregularities that occur during the transport process or during delivery to the recipient. SCHÜCO shall also inform the Contractor if there are delays during loading by SCHÜCO.

Section 8 Liability and Insurance

1. The Contractor is not obliged to cover goods transport insurance for SCHÜCO unless SCHÜCO issues a specific written order to do so.
2. The Contractor's liability is determined solely in accordance with the provisions of the HGB and any mandatory provisions arising from its rules.
3. **Contrary to section 431(1) HGB, the parties agree liability on the part of the Contractor amounting to 40 special drawing rights per kilogram.**
4. The provisions of the CMR shall apply to cross-border road transportation.

5. The provisions of the HGB shall apply to the national and cross-border section even in the case of combined transport including a rail route and in the case of multi-modal transport unless other mandatory provisions preclude this. **In this respect too, contrary to section 431(1) HGB, the parties agree liability on the part of the Contractor amounting to 40 special drawing rights per kilogram.**
6. The Contractor must conclude transport liability insurance for the liability under the HGB and the CMR and must prove that it covers the full liability risk including any claims arising from section 435 HGB and in accordance with article 29 CMR.
7. In addition, the Contractor's transport liability insurance must also include liability for third-party operators if the Contractor has the freight orders carried out by third-party carriers. The transport liability insurance must also afford cover for the swap bodies, trailers, platforms etc. that are transferred.
8. The Contractor undertakes, at the start of this Agreement and at any time upon request by SCHÜCO, to provide proof of the existence of appropriate insurance and of payment of the insurance premium payable.
9. Furthermore, the Contractor undertakes upon demand by SCHÜCO to assign to SCHÜCO claims against the transport liability insurance.
10. SCHÜCO's liability arising from section 414 HGB and from section 488 HGB is limited to 8.33 special drawing rights per kilogram of the gross weight of the goods and at most to the value of the goods. The limitation of liability does not apply in the event of injury to life, body and health or damage to third-party goods and in the event of intentional or grossly negligent causation on the part of SCHÜCO or its vicarious agents or the violation of essential contractual obligations; in the latter case claims are limited to foreseeable, typical damage.

Section 9 Freight Charges

1. The Contractor shall be remunerated on the basis of the freight identified in the individual order. The Contractor is not entitled to any additional remuneration claims. In particular, the Contractor is not entitled to the payment of stall money as a consequence of waiting times at the loading or unloading point.
2. After executing transport, the Contractor shall invoice SCHÜCO for the agreed freight charge. The invoice will be settled within a payment term of 30 days from receipt of the invoice.
3. SCHÜCO is entitled to deduct and offset counterclaims and compensation claims from/against the invoices. The Contractor may not assert a prohibition on setoff.
4. For all claims arising from this Freight Agreement and until delivery, the carrier is entitled to a lien on the goods of SCHÜCO or a third party that approved the transport of the goods that were handed over to it for transport. The Contractor is not entitled to a lien arising from other claims that are not connected with this Freight Agreement.

Section 10 Subcontractors

1. The transport order may not be passed on to subcontractors. It may exceptionally be passed on if SCHÜCO has given its written consent in advance to hiring the subcontractor and the Contractor makes the subcontractor enter into obligations of the same scope as those into which the Contractor has entered vis-à-vis SCHÜCO. SCHÜCO's consent does not affect the transport order placed with the Contractor.
2. In the event of the transport order being passed on unjustifiably, SCHÜCO is entitled to terminate the transport order.

Section 11 Confidentiality

1. The Contractor is obliged to treat as strictly confidential all information about the operating facilities, business transactions and working methods of SCHÜCO and its customers of which it gains knowledge during its activities. This obligation shall survive the termination of the contractual relationship.
2. The Contractor shall impose a corresponding confidentiality obligation on the staff that it uses and on its subcontractors.
3. The Contractor is liable for all damage or loss suffered by SCHÜCO as a result of the culpable violation of these obligations.

Section 12 Applicable Law / Place of Jurisdiction / Contractual Language

1. The transport order shall be subject to German law.
2. The sole place of jurisdiction for disputes arising from the transport order or its initiation is Bielefeld. Within the scope of application of the CMR, there is an additional place of jurisdiction. SCHÜCO has the right to sue the Contractor at its registered office.
3. The language of the Agreement shall be English.