

## General terms and conditions of

the

**GETRA Logistics Deutschland GmbH & Co. KG  
GETRA Logistics Austria GmbH & Co. KG  
GETRA Logistics International GmbH  
(hereinafter referred to as the „principal“)**

### **1. Scope:**

The following provisions shall apply to this and all future business relations, even if they are not expressly agreed again. These terms and conditions shall be deemed to have been accepted at the latest when the agent begins to take delivery of the goods. Furthermore, we expressly point out once again, that any terms contained in your order confirmation are not accepted by us and therefore do not become part of the contract, in the event that the transport order is carried out by you. Subsidiary agreements, amendments and additions to these terms and conditions, insofar as they are agreed with employees of the principal, who are not authorized to represent the principal, shall only be effective, if they are confirmed in writing.

### **2. Obligations of the contractor:**

The contractor assures to have the necessary permits and authorizations for the transport according to §§ 3,6 GüKG -Road Freight Transport Act- (permit, Eurolicense, third country permits, CEMT permit). The contractor undertakes to employ foreign drivers from third countries only with the required work permit. He further undertakes to ensure that the foreign driving personnel possesses an official certificate with an officially certified translation in German according to § 7b para. 1 sentence 2 GüKG n.v. (new version) and carries it with him on every ride. The contractor undertakes to hand over all documents upon request to the principal during controls by the principal. The contractor undertakes to issue appropriate instructions to its personnel. The contractor undertakes to include this obligation to present documents and the other obligations already described above in the freight contract with performing freight carriers and to utilize only such freight carriers who reliably meet the requirements of § 7b GüKG. The contractor undertakes to monitor compliance with these regulations by the executing freight carriers. The contractor shall use company-owned vehicles. Should the placed order be passed on by the contractor to an external company, this shall be notified immediately to the principal, stating the license plate number. In such cases, the contractor shall remain the contractual partner or liable party towards the principal. The contractor undertakes to check the shipping documents for conformity with the packages with regard to the packaging unit, marks, condition and numbers. Any discrepancies shall be noted immediately in writing and countersigned by the shipper. The consignment bills, delivery bills and warehouse receipts to be signed by the consignee and submitted with the invoice shall serve as proof of receipt of the consignments. The specified delivery dates must be met punctually. In the event of delays in delivery as well as other difficulties, the principal is to be notified immediately by telephone. For vehicles that do not appear on time at the agreed appointment, the then resulting waiting times cannot be claimed. A culpable loss of a deadline as well as the non-observance of an order item entitles the principal to a freight reduction of at least 30%. In the event that the delivery deadline is exceeded, the contractor is fully liable for the damage caused as a result. In the event of truck breakdown or failure to provide the agreed cargo space, the principal shall be entitled to charter a replacement vehicle, whereby any additional costs shall be borne by the contractor. The contractor's vehicles must be equipped with the required number of tension belts, wedges as well as edge protectors. The contractor is liable for missing equipment and related expenses of loading. Furthermore, the contractor is responsible for safe loading. The contractor as well as the partner companies to be deployed by him must observe the provisions of the road traffic regulations. The load of the vehicles may not exceed the permissible total weight.

Transport on toll roads: You as toll debtor assure to comply with the obligations arising from the relevant national laws including regulations. In particular, you assure that you will pay the toll fee incurred for this transport in the legally prescribed amount and that you will actually use the toll roads to the corresponding extent.

### **3. Liability:**

**In deviation from § 431 HGB (German Commercial Code), a maximum liability limit of 40 SDR/kg is agreed for the contractor and the partner contractors deployed by him.**

### **4. Insurance:**

The contractor shall maintain the legally required goods damage liability insurance (§ 7a GüKG) for the duration of the cooperation to the extent of the agreed maximum liability and shall submit a copy of the insurance policy to the principal upon request. A change of insurer shall be notified to the principal without delay and a copy of the new policy shall be submitted. The Contractor shall ensure that a copy of the insurance confirmation pursuant to § 7a GüKG is always carried in the vehicle. Insofar as the principal is entitled to assert claims against the contractor due to an event of damage, the contractor hereby assigns the claims against its insurer arising from the case of damage to the principal. The principal has signed the SpV through the company Mannheimer Versicherung AG.

**5. Pallets and other loading equipment:**

The contractor shall exchange all loading equipment (pallets, pallet cages, edge protection metals, etc.) step by step both at the consignor's and the consignee's premises. Euro pallets with the brand „PKP“ will not be accepted by us as Euro pallets for exchange. These pallets are considered as one-way pallets and are not accounted as exchange pallets. Therefore, we expressly point out that for all transports the acceptance of Euro pallets with the mark „PKP“ will be refused. If you nevertheless use these pallets as exchange pallets, they will not be credited to you or it will be considered as if you had not exchanged any pallets. If the loading equipment is not exchanged or not exchanged in its full extent, this must be made up for within 30 days from the day of loading. Returns after this period will not be accepted. The loading equipment not exchanged or not returned in time will be invoiced at 25.00 EUR plus VAT per Euro pallet and at 150.00 EUR plus VAT per pallet cage, without the need for a prior setting of a deadline. The assertion of further damages remains unaffected by this. The exchange of loading equipment to be carried out by the contractor is compensated with the freight interest. The contractor shall provide evidence that the exchange of loading equipment has been carried out by immediately submitting the relevant proofs (pallet bills, receipts, etc.).

**6. Customer protection / neutrality:**

a) Absolute customer protection is considered agreed. The contractor or partner companies engaged by him may neither directly nor indirectly, e.g., via or on behalf of third parties, enter into business contact with the customers or clients of principal. The contractor, its employees as well as the partner companies working with it shall be obliged to refrain from any actions which are likely to impair the business relations between the principal and its customers or clients. After termination of the contract, the above customer protection provisions shall continue to apply for a period of 1 year. The contracting parties agree that the remuneration for the freight service includes an appropriate compensation for the contractual as well as post-contractual customer protection agreement.

b) All deliveries must be made neutrally.

c) In the event of a culpable breach of the customer protection agreement or the neutrality obligation, a contractual penalty of EUR 10,000.00 each shall be due without invoking the continuation context. In addition, the assertion of further damages remains unaffected.

**7. Confidentiality:**

The contractor shall use all information, documents and other aid which it receives relating to the contract only for the performance of the contract. As long as and insofar as they have not become generally known and the principal has not previously agreed in writing to their disclosure, the contractor shall treat the information and documents as well as the subject matter of the contract as confidential. These obligations shall remain in force even after termination of the contract.

**8. Set-off and lien:**

a) The principal shall be authorized to deduct all claims to which it is entitled against the contractor from the contractor's freight interest claims or other claims. Claims of the principal arising from the contract and related claims as well as claims arising from unjust enrichment or unauthorized action may only be offset against due claims of the contractor which are undisputed or legally binding in terms of reason and amount.

b) The contractor hereby waives for itself and for the partner companies used by it the assertion of a connex or inconnexe lien or right of retention with respect to the contractual goods in its direct or indirect power of disposal.

**9. Demurrage:**

For loading and unloading a total of 12 hours are free of demurrage. The contractor must obtain written confirmation of any waiting times from the shipper or unloader. Otherwise, demurrage claims cannot be considered.

**10. Assignment:**

a) The contractor may assign claims arising from the freight contract to third parties only with the written consent of the principal.

b) The contractor shall be obliged to assign to the contractor upon request any claims for damages it may have against third parties in connection with the performance of the contract.

**The law of the country in which the contractor is domiciled shall apply.**