

General Terms and Conditions of Business for Transport Orders Assigned by Seifert Logistics Group

§ 1 Scope

1. These General Terms and Conditions of Business apply to any and all orders for the performance of national and international transports by road concluded between Seifert Logistics GmbH or the German companies affiliated thereto within the meaning of section 15 German Stock Corporation Act, AktG, (hereinafter referred to as "Seifert") and hauliers (hereinafter referred to as "Contractor").
2. As a rule, the General Terms and Conditions of Business of the competent entrepreneurial associations or the Contractor shall be excluded. This shall also apply if the Contractor should refer to such general terms and conditions of business upon accepting individual orders.

§ 2 Order Placement

1. Seifert will usually acknowledge individual transport orders by sending a transport confirmation via email; unless the Contractor objects immediately (within 2 hours during normal business hours), the contents of the transport confirmation will become binding.
2. Any particulars of the services to be performed can be derived from Seifert's transport orders, the transport documents and the individual instructions under the respective order.
3. The Transports shall be contracted in the Contractor's own name. The use of any subcontractors in relation to individual transport orders shall require Seifert's explicit prior consent.

§ 3 Performance of Transports

1. In order to perform their obligation under the respective transport order, the Contractor shall provide a sufficient number of road trucks with sufficient load capacity. Loading and unloading of the goods and safe custody thereof as well as the securing of the load against damage in transit is the Contractor's responsibility.
2. The Contractor shall ensure that, during transport, the vehicles used can be contacted via a mobile network covering the entire transport area.
3. The Contractor shall use reliable, professionally trained drivers (being able to produce the respective training certificates for the transport of hazardous goods, if required) with a valid driving licence and sufficient driving experience.
4. The Contractor guarantees that the vehicles used by them are suitable for carrying the goods intended for transport and are duly equipped with the pertinent features required for such transport. The vehicles, containers, trailers and accessory features provided by the Contractor shall be in a technically sound condition and shall conform with the legal provisions, government regulations and, if required, with the special requirement profiles for the transport goods as specified in the respective transport orders.
5. Moreover, the Contractor ensures that a trailer surcharge for the carrying of Seifert trailers shall be paid for all vehicles used by them or any subcontractors.
6. Prior to each transport, the road safety and the completeness of the vehicle's equipment shall be checked by the Contractor. The equipment/load restraints as may be prescribed or agreed in the transport order shall be carried along until the end of the transport.
7. The loading and unloading times specified in the transport orders are legally binding. Should a truck arrive early or outside the consignee's working hours, then it must not be unloaded unless the consignee has declared their agreement.
8. The obligation to secure the load is the responsibility of the Contractor. The Contractor shall ensure that each vehicle has been equipped with its own officially authorized standard load restraint devices and contrivances and that additional, possibly required instructions under the transport order must be complied with. The responsible driver shall put the load restraints in place immediately after loading is completed and also after unloading part loads. The Contractor shall indemnify Seifert against any claims by any third party based on the breach of the Contractor's above-mentioned duties and obligations.
9. After completion of each individual transport order, the Contractor shall return all loading equipment (e.g., euro pallets and euro stillages) or concurrently exchange it with the consignee against equipment of the same type, quality and number. If the Contractor fails to return or exchange loading devices within 10 working days from the completion of the transport order, Seifert shall be entitled to charge a fee customary in the market for each piece of loading equipment that has not been returned or properly exchanged.

§ 4 Compliance with legal provisions; security in the supply chain; food transports

1. The Contractor shall ensure that their enterprise, the vehicles used and the drives assigned by them fulfil all legal prerequisites as are necessary for the execution of the transport orders placed. The Contractor shall observe all driving times and periods of rest, familiarise with the contents of accident and emergency procedures leaflets and carry such leaflets along in the legally prescribed locations in the vehicle.
2. If required for the performance of the concrete transport order, the Contractor shall take special care
 - a. that the vehicle used has a complete and technically sound set of ADR equipment in accordance with section 8.1.5 ADR;
 - b. that the driving personnel assigned hold a valid ADR certificate according to chapter 8.2 ADR;
 - c. that the driving personnel hold the authorisation and permit according to sections 3 and 6 German Road Haulage Act, GüKG, (authorisation, Community licence, third-country permit and/or ECMT permit) and that the records prescribed by law will be carried along in transit;
 - d. that the driving personnel carry along in transit a drivers' logbook according to article 5 of the ECMT guideline;
 - e. not to use drivers from third countries (non-EU/EEA countries) and subcontractors from EU/EEA countries unless they have the necessary driving certificates and the required labour permit, and ensure that the driving personnel will carry along the prescribed original documents (labour permit or negative certification) and, if necessary, an officially certified translation into the German language while in transit;
 - f. only to use drivers holding a valid driving licence and a valid passport or government-issued identity card they carry along in transit;
 - g. that all consignment notes and cargo records are on hand prior to departure and will be carried along in transit;
 - h. to only use vehicles having the required vehicle licence.
3. The contractor shall ensure that they and their subcontractors observe all duties incumbent on them on the grounds of the respectively applicable minimum wage laws (in Germany: MiLoG); this shall also apply to transit or cabotage journeys within the respective countries. The Contractor shall, upon first demand, indemnify Seifert against any claims asserted by any third party and based on the infringement of the respective minimum wage law on the part of the Contractor or their vicarious agents. A third party within the meaning of the above provision shall, in particular, comprise the Contractor's or a subcontractor's employees. Such indemnification duty on the part of the Contractor shall also apply to any and all sanctions, administrative fines or other punitive measures imposed by government authorities or other organisations against Seifert on the grounds of possible infringements of the respective minimum wage law and also to all costs accruing with respect to litigation and defence.
4. With respect to food transports, the Contractor shall ensure that the drivers comply with all hygiene regulations and keep different products separated. Furthermore, any contamination of the goods, particularly by emissions, foreign matter, exhaust fumes or packaging materials has to be excluded; the Contractor shall maintain a documented service system for all vehicles and transport units used and establish the existence thereof upon Seifert's request. In case of suspected product security risks, the Contractor shall contact Seifert without any undue delay.
5. The Contractor shall warrant compliance with all applicable anti-terrorism, embargo and cabotage provisions as well as the fulfilment of all duties and obligations ensuing therefrom.

§ 5 Instructions and Information

1. The Contractor undertakes to comply with Seifert's instructions concerning the transport of the goods required for concretising the respective transport orders at all times. The Contractor shall, in particular, observe the information and instructions related to loading and unloading terms given to them by Seifert.
2. The Contractor undertakes to inform Seifert without any delay about any incidents that are essential for the performance of the transport order, especially about any impediments of haulage or delivery, e.g., breakdowns or accidents or other delays in transit. Should such impediment to transport arise, then the Contractor shall be obliged to inform Seifert without any delay seeking to obtain instructions.
3. Should any damage occur, then the Contractor shall notify obvious damage and losses of goods to Seifert without any delay to obtain further instructions.
4. Moreover, the Contractor shall be obliged to report to Seifert any complaints on the part of the consignee with respect to the goods and shall work towards the consignee specifying their complaints in writing on the freight documents upon confirmation of receipt.

§ 6 Haulage and accompanying documents

1. Outside governmental or other legally prescribed inspections, no haulage or accompanying documents, particularly no consignment notes, commercial invoices, packing and loading lists or customs documents nor the contents thereof, shall be disclosed or delivered to any third party.
2. In the absence of any further written instruction on the part of Seifert, any delivery of the transport goods shall only be performed against a legally valid confirmation of receipt. This means that the Contractor shall ensure that the consignee confirms receipt of the transport goods by signing and affixing their company stamp as well as by stating the date and the unloading time on the consignment note.
3. The Contractor agrees and acknowledges that any settlement of accounts with Seifert's customer cannot take place until the confirmed delivery notes/consignment notes/documents supporting transport have been received. Therefore, the Contractor undertakes to hand in at Seifert any and all transport documentations within a two weeks' period from the performance of the respective transport at the latest. In this respect, the date authoritative for timely delivery of the transport documentation shall be the date on which Seifert has finally received the complete set of documents. Without prejudice to any of Seifert's other rights, failure by the Contractor to meet this obligation within the prescribed time limit shall result in liquidated damages to the amount of 5% of the freight agreed for the respective transport for each case of infringement.

§ 7 Compensation

1. The Contractor's compensation shall be governed by the transport orders. Unless regulated differently in the transport orders, the compensation shall be due for payment 60 days from the date the invoice was received or from the date of the credit note.
2. Any expenses of the Contractor shall be covered by the payment of the agreed compensation; this shall particularly include any tolls and fuel costs as well as any and all regular services by the Contractor in connection with the transport, especially loading, unloading and the exchange or return of loading equipment. Any additional cost incurred by the Contractor for performing Seifert's special instructions shall be reimbursed to the Contractor unless such cost can be attributed to a fault on the part of the Contractor.

§ 8 Contractor's liability

1. Cross-border traffic shall be governed by the liability provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR). In addition, the provisions on road haulage under the German Commercial Code (HGB) apply.
2. **In deviation from the provisions on road haulage under the German Commercial Code, the following shall be deemed agreed in respect of transports within Germany: In accordance with section 449 subs. 2 clause 1 no. 1 HGB and in deviation from section 431 subss. 1 and 2 HGB, the compensation payable for loss of or damage to the goods shall be 40 units of account (special drawing right of the International Monetary Fund - SDR) per kg gross weight of the consignment. The provision in this no. 2 means a deviation from the amount of 8.33 SDR prescribed by section 431 subs. 1 HGB. A potentially higher liability of the Contractor shall remain unaffected; see in particular section 435 HGB.**
3. The Contractor shall be liable for any damage caused by them, the drivers or the vehicles used by them. Moreover, the Contractor shall be liable for the actions of the subcontractors used by them as well as for the actions of their other vicarious agents.
4. If the Contractor transports swap equipment of Seifert or other commercial enterprises where the transport of such goods has been arranged by Seifert, then the Contractor shall be liable for damage of any kind to such or by such swap equipment within the period it is in the Contractor's their care, custody and control; the same shall apply if the cause of the damage can be attributed to the period of such care, custody and control.

§ 9 Insurance

1. The Contractor undertakes to adequately insure the liability risk resulting from this Agreement and maintain the insurance cover throughout the duration of the cooperation with Seifert. Upon termination of the insurance cover (cancellation, termination by insurer or Contractor, expiry, exhaustion of yearly aggregates, and the like), the Contractor shall be obliged to notify Seifert in writing without delay.
2. The Contractor shall seek to prevent any detrimental effects on the existing insurance cover. This shall especially apply to the Contractor's warranties before and after an occurrence of damage.
3. In particular, the Contractor shall be obliged to take out and maintain the following covers:
 - a. Carrier's liability insurance at the conditions and indemnity limits customary in the market which, besides the statutory minimum liability according to section 7a German Road Haulage Act (GüKG), also covers the maximum liability of 40 SDR/kg provided for by the German Commercial Code (HGB) as well as the liability in accordance with CMR, inclusive of article 29 CMR. Should a minimum indemnity

for aggravated fault¹ be agreed, then the insurance benefit for any one occurrence shall at least amount to 1 million euros.

- b. Coinsurance of third-party swap equipment at a minimum amount of EUR 25,000 per swap unit;
- c. Third-party motor vehicle insurance with a minimum indemnity of EUR 50 million any one occurrence for property damage and EUR 7.5 million any one occurrence for bodily injuries.
- d. Employer's liability insurance with a global minimum limit of indemnity of EUR 2.5 million flat for bodily injuries, property damage or financial losses as well as EUR 100,000 for any one occurrence for claims of care, custody and control or damage to property being worked upon.

The above-mentioned (minimum) limits of indemnity shall not limit the Contractor's statutory or contractual warranty/liability.

§ 10 Clientele Protection

1. The contractor is obliged to protect Seifert's clientele. This clientele protection refers to all transports carried out within the scope of this business relationship, and particularly to the individual routes. During the ongoing business relationship and for a period of six months after its termination, the Contractor shall not, whether directly or indirectly through any third party, render services by order of Seifert's customers where such services are/have been performed by them for such customers on behalf of Seifert.
2. Any failure by the Contractor to meet the obligation under the above no.1 shall result in an adequate contractual penalty the amount of which shall be determined within the equitably exercised discretion of Seifert and, in case of a dispute, be reviewed by the competent court. Such contractual penalty shall become due separately for each new case of infringement. In addition to such contractual penalties, Seifert shall be entitled to claim further damages.

§ 11 Lien, right of retention/set-off, assignment of rights and obligations

1. The Contractor shall waive the exercise of any statutory or contractual pledge or lien to the goods transported by order of Seifert as the goods are not owned by Seifert.
2. With respect to any claims by Seifert based on the transport orders and non-contractual claims in connection therewith, the Contractor shall not be entitled to assert any right to refuse performance or any right of retention, unless such counterclaim has become due, is uncontested or has become ready for decision or res judicata (non-appealable).
3. The Contractor shall not be entitled to assign the rights and obligations under this Agreement without Seifert's prior written consent. Section 354a German Commercial Code (HGB) shall remain unaffected.

§ 12 Secrecy

1. The Contractor shall be obliged to treat confidential any and all not publicly accessible information that becomes known to them when performing transports. Such information may exclusively be used for the purposes of rendering the agreed services.
2. The Contractor shall impose the same obligation to observe secrecy on any other legal person they use to fulfil their duties.

§ 13 Final Provisions

1. The law of the Federal Republic of Germany shall apply unless barred by compelling legal provisions. German law shall also apply if compelling CMR rules should refer to the domestic law of other countries.
2. The city of Ulm shall be the exclusive place of jurisdiction for any and all disputes arising.
3. These General Terms and Conditions of Business are available in the German and the English language. In the event of discrepancies or conflicts between the two versions, the German version shall prevail.

¹ Intent or negligence despite the knowledge that damage will almost certainly occur.