

General Terms & Conditions of Transport of European Cargo Logistics GmbH for transportation by road

General remarks

1. All transport orders from European Cargo Logistics GmbH, Zum Hafenplatz 1, D-23570 Lübeck (hereinafter referred to as "ECL") for national or international road transport consignments are to be performed on the basis of these Terms & Conditions of Transport. This also applies to requests by ECL for the submission of a quotation by the contractor as well as to other contractual agreements which contain transport services. The General Terms & Conditions of Transport shall be valid regardless of whether or not national or international carriage by road is concerned or whether single legs of transport are carried out by different means of transport other than trucks.

2. ECL herewith explicitly rejects the application of contractor's general terms, conditions of business or delivery or payment terms which are in contradiction to or intended to supplement these General Terms & Conditions of Transport. The application of these conditions is also excluded if they are contained in a commercial letter of confirmation issued by the contractor and ECL failed to raise objections. In particular, the ADSp (German Freight Forwarders' Standard Terms and Conditions), regardless of what version, shall not become subject matter of the contract, unless ECL explicitly agrees to their validity in writing.

Conclusion of transport contracts

3. Offers from ECL to enter into a contract of carriage can be conveyed to the contractor by verbal or electronic means (e.g. via web-based logistics platforms). If the interest for transport services has been inserted or addressed in a web-based logistics platform it does not constitute a legally binding offer by ECL to conclude a contract of carriage but, rather, at most an invitation to submit a quotation.

4. The agreed freight price is deemed to include all services provided by the contractor in connection with the contract of carriage. Additional claims for costs, insurance premiums and other foreseeable additional costs incurred in the regular course of transport cannot be asserted separately. Price increases are excluded.

5. Insofar as the contractor was allowed to incur costs and expenses by agreement or on the basis of an explicit instruction given by ECL, these shall be reimbursed by ECL. Documentary evidence of the origin and amount of the costs and expenses must be provided.

6. The entitlement of the contractor to payment of the agreed freight price shall not become due until after delivery of the goods and within 30 days of receipt of a verifiable invoice or issuance of a credit note by ECL.

Proof of delivery must be furnished by submission of the original delivery receipt acknowledged by the recipient (CMR/confirmation of receipt/delivery note) if this is necessary

for tax purposes or the client of ECL requires the submission of an original delivery receipt.

7. The contractor is not entitled to assign its claim for payment to third parties without the prior consent of ECL; such consent must not be withheld unreasonably.

Performance time and deadline

8. The loading and unloading times specified in the transport order are to be understood as being of essence and constitute a binding agreement for the time allowed for delivery. If the contractor is unable to accept the goods or cannot accept them at the agreed time of performance, it must notify ECL without delay accordingly. ECL shall then be entitled to withdraw with cause from the contact in such a case.

Claims for damages remain unaffected.

If ECL decides to adhere to the contract, it can determine the commencement of the new loading time at its reasonable discretion, having regard to the circumstances of the case. To avoid demurrage, the contractor must book a time slot at the collection and delivery points.

9. The delivery of the goods carried at the unloading point specified by ECL is decisive for compliance with the agreed delivery deadline. If it becomes evident before arrival of the goods carried at the unloading point that the carriage cannot be carried out in accordance with the contractual agreement or if there are circumstances which prevent delivery after the goods had arrived at the unloading point, the contractor shall notify ECL without delay and obtain instructions accordingly.

General obligations on the part of the contractor when carrying out the transport

10. The contractor is obliged to provide suitable vehicles for the execution of the transport assignment as well as, if agreed, loading and load securing equipment including, in particular, 20 lashing straps, 40 edge protectors and a sufficient number of anti-slip mats. The vehicles, loading equipment and load securing equipment must be in perfect technical condition and must comply with the relevant statutory and official regulations. If special requirements for the vehicles or loading equipment are specified in the transport order, these must be complied with by the contractor.

11. The contractor must use reliable and properly qualified driving personnel who are professionally trained for the job. The contractor shall in particular ensure, to the extent required for the specific transport assignment, that

11.1. it, its driving personnel and any subcontractors used by it have the permission and authorisation required for the transportation pursuant to Articles 3 and 6 of the GüKG Road Haulage Law (community license authorisation, third country permit and/or CEMT approval) and that the legally stipulated documents are carried throughout the journey;

11.2. the driving personnel carry an operations record book in accordance with Art. 5 of the CEMT Directive throughout the carriage;

11.3. only driving personnel are used who are in possession of a valid driver's licence as well as a valid passport or ID card to be carried by the driving personnel at all times;

11.4. only driving personnel are used who are in possession of the required work permit; this applies, in particular, if foreign drivers from third countries (non-EU/EEA countries) are deployed;

11.5. the driving personnel observe the driving and rest times and familiarise themselves with the contents of accident information sheets and carry these in the vehicle at the specified locations.

Minimum wage

12. The contractor undertakes to comply with the applicable minimum wage regulations and provisions governing minimum conditions in the workplace and shall provide written confirmation of this at ECL's request. The contractor shall indemnify ECL against any liability with regard to the minimum wage if the contractor or a subcontractor used by it does not meet its obligations to pay the minimum wage and a claim is made against ECL in this regard.

Loading and unloading

13. As a rule, ECL will arrange for the loading to be carried out by the port companies or loading personnel instructed by ECL, while the unloading is the responsibility of the end customer unless agreed otherwise in the respective transport order. If the contractor takes on all or part of the loading or unloading process, although this has not been expressly agreed, it shall be assumed that it has then accepted the loading or unloading obligation. If the vehicle is equipped with transportable forklifts, the contractor shall always be obliged to carry out unloading at the relevant end-customer's premises. The carrying out of loading and unloading by third parties does not release the contractor from its agreed obligation to ensure the transport safety of the load and the securing and stowage of the same as well as of the guarantee for the operational safety of the vehicle.

14. The subcontractor is responsible for ensuring that the maximum permissible axle loads of the vehicles and the vehicle-related legal regulations imposed by the countries to be driven through are observed. If loading is carried out by third parties, the contractor shall indicate the permissible axle load and ensure appropriate distribution of the load before commencement of the journey.

15. The contractor is obliged to carry out safe transport and load securing in compliance with Directive VDI 2700 ff "Load securing on road transport vehicles" Article 22 (1) of the Road Traffic Regulations (StVO). Securing equipment needed for the transport (anti-slip mats, wedges, lashing straps, tension chains, etc.) must be carried in sufficient numbers.

16. The contractor must check once again that the loaded vehicle is safe for transportation and operation before leaving the collection point, especially if the loading was carried out by a third party. If the contractor has any concerns about the loading, these must be reported to ECL immediately.

Pallet exchange

17. The contractor must issue a receipt at the loading location for the number and type of pallets used and record any reservations in writing regarding their quality. Where agreed in the transport order, the contractor shall exchange all exchangeable pallets. The contractor undertakes to check the empty pallets offered by the recipient for delivered pallets for their externally recognisable exchangeability at the unloading point, as well as issue a receipt for the number and type of pallets taken and record any reservations in writing regarding their quality. In case there is no exchange of pallets at the unloading point the contractor has to arrange for a respective confirmation by the consignee.

The contractor must deliver the corresponding number of empty pallets to the loading point within one month of acceptance. If the consignee has not made any exchange or only a partial exchange, the contractor shall inform ECL accordingly within one month of delivery and send the confirmation of the number of non-exchanged pallets to ECL. Submitting confirmation of non-exchange releases the contractor from the obligation to return pallets to the corresponding extent.

Unless agreed otherwise in the respective transport order, the preceding paragraphs of this section 17 apply only to national, and not to international transport orders.

Freight documents

18. The contractor is obliged, insofar as adequate means of verification are available, to check that the information in the freight documentation (consignment note, delivery note, etc.) is correct with regard to the type and nature of the goods, the gross weight or the quantity otherwise specified, marks, numbers and number of packages and that these are externally intact. It has to sign the freight document when accepting the goods.

19. On delivery of the goods, the contractor must obtain a signature from the consignee as proof of receipt on the freight documentation, i.e. the consignment note and note of receipt stating the time of delivery. The contractor must send the original receipt for the acknowledged freight document to ECL within 10 days.

Delivery to the recipient

20. The contractor is obliged to deliver the goods to the recipient at the specified unloading point within the agreed delivery period.

21. If it becomes apparent before the goods arrive at the unloading point that the transport cannot be carried out in accordance with the contract, or if there are obstacles to delivery after the transport goods arrive at the unloading point, the contractor must inform ECL without delay and obtain instructions accordingly.

Use of subcontractors

22. The contractor is allowed in principle to subcontract a third party to carry out the

transport. However, assigning the transport order to third parties on a web-based freight exchange requires the express consent of ECL.

23. The contractor shall be liable for any fault on the part of the subcontractor used by it as well as for any fault on its own part. It shall ensure through appropriate contractual provisions with the third party that the stipulations of the transport agreement concluded with ECL are observed by the third party.

Customers clearance

24. In the case of cross-border transport consignments, customs clearance and other official handling of the goods carried are among the contractor's obligations, unless expressly agreed otherwise by the parties.

25. When carrying out customs clearance or accepting goods placed under a customs procedure (suspension system), the contractor is obliged to provide the exit customs office specified in the declaration with a due and proper electronic presentation and arrival record in accordance with the ATLAS procedural instructions and complete any customs procedure in a due and proper manner.

26. There shall not be any entitlement to additional remuneration for customs clearance; the contractor can, however, request ECL to reimburse proven expenses incurred for the due and proper execution of customs clearance.

Contractor's liability

27. Liability for damage to goods

27.1. The contractor's liability for loss or damage to the goods being transported is based on the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) if and insofar as the transport order includes international transport by road.

27.2. Insofar as the contractor is under an obligation to carry out road goods transport within Germany, the liability for loss and damage to the transported goods is governed by Article 425 ff. of the German Commercial Code, with the following derogations:

The compensation to be paid by the contractor for loss or damage to the goods shall, in derogation of the statutory provision contained in Article 431 (1) of the German Commercial Code, be limited to an amount of 40 special drawing rights per kilogram of the gross weight of the goods. Article 435 of the German Commercial Code remains unaffected.

27.3. If the transport order includes conveyance using different means of transport, it is agreed in derogation of Article 452a of the German Commercial Code that the contractor's liability shall always be based on Articles 425-439 of the German Commercial Code and irrespective of the section of the route on which damage occurs. The maximum liability amounts provided for in section 27.2 above also apply to multimodal carriages.

28. Liability for exceeding the delivery deadline

The contractor shall be liable vis-à-vis ECL for loss or damage that occurs due to the delivery deadline being exceeded in accordance with the applicable statutory provisions. Insofar as the transport order includes conveyance using different means of transport, the liability for exceeding the delivery deadline shall always be based on Articles 425-439 of the German Commercial Code and irrespective of the section of the route on which the delay occurs.

Liability of ECL as the sender

29. The liability of ECL arising from Article 414 of the German Commercial Code is limited to 8.33 special drawing rights per kilogram of the gross weight of the goods. This limitation of liability does not apply to personal injury, i.e. injury to life, limb or health, or if the damage was caused by intent or gross negligence on the part of ECL or its vicarious agents or through violation of essential contractual obligations, whereby claims for compensation shall be limited in the latter case to typical damage foreseeable at the time.

Insurance

30. The contractor is obliged to take out a liability insurance policy under normal market conditions covering liability for damage to goods and exceeding the delivery deadline in accordance with Para. 28 of these General Terms & Conditions of Transport and maintain such insurance for the duration of the contractual relationship with ECL. The contractor must provide ECL with proof of the existence of valid third-party liability insurance cover on request.

Right of retention, offsetting

31. The contractor is only entitled to a right of lien and retention to the ECL's transported goods insofar as the claim relates to the specific transport order (related claims).

If there are claims arising from other transport contracts concluded with ECL (non-related claims), lien and retention rights shall only exist in relation to goods that are owned by ECL.

32. The contractor may only offset counterclaims that are undisputed or legally finally adjudicated.

Confidentiality

33. The parties are obliged to treat as confidential all information that becomes known to them during the execution of the transport contract and which is not in the public domain and ensure that such data is only made accessible to third parties with the consent of the other party. This obligation does not apply insofar as a party is obliged to disclose the information following a decision made by a court, or an order issued by a public authority or on the basis of statutory regulations. The contractor shall ensure that this obligation to maintain confidentiality is observed by all subcontractors. The information may only be used for the purpose of providing services.

Customer protection

34. The contractor undertakes to protect customers. The contractor is not allowed to offer ECL customers, their consignees, trading agents, etc., in connection with transport orders from ECL or other forwarding operations that the contractor becomes aware of during its activities for ECL, any forwarding or transport transactions either directly on its own part or indirectly via third parties or initiate, enter into or carry out such business, nor may it pass on such assignments to third parties. This prohibition shall apply for a period of 6 months from completion of the order. The contractor shall pay lump-sum compensation in the sum of € 5,000.00 for each contravention of the aforementioned prohibition. ECL expressly reserves the right to assert claims for any further loss or damage. If the contractor is contacted directly or indirectly by the companies/persons referred to above to perform forwarding/transport assignments, the contractor shall inform ECL without delay accordingly and the contractor and ECL shall then jointly come to an agreement on how to proceed further.

Applicable law – place of jurisdiction

35. The laws of the Federal Republic of Germany apply. The exclusive place of jurisdiction for all disputes arising from transport contracts subject to these terms and conditions is that in which the ECL head office is located, i.e. Lübeck. Insofar as mandatory legal provisions, such as the CMR in particular, do not permit agreement on an exclusive place of jurisdiction, Lübeck shall be an additional place of jurisdiction. ECL is also entitled to sue the contractor in the latter's general place of jurisdiction.

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