

GENERAL TERMS AND CONDITIONS OF TRANSPORT LOGISTICA GMBH AS PRINCIPAL

1. Validity

These general terms and conditions, which can be viewed at any time at www.agb.translog.com, apply exclusively when Transport Logistica GmbH "principal" places forwarding and freight orders with the contractor.

2. Relevant provisions

The application of the CMR is expressly agreed for all transports, even if the scope of application of Art. 1 CMR or § 439a Commercial Code (UGB) is not fulfilled. For transport within Germany, the provisions of the German Commercial Code (HGB) on freight business apply. For transport within Germany, the increased liability of 40 special drawing rights per kilogram of damage or lost goods are deemed as agreed. The contractor can under no circumstances rely on his own terms and conditions, even if these were included in order confirmations. No terms and conditions of the contractor that contradict these terms and conditions apply.

In particular, the contractor cannot refer to the validity of the General Austrian Forwarders' Terms and Conditions (AÖSp) or other conditions either. Furthermore, the contractor agrees that these terms and conditions apply to all future business transactions, irrespective of any further express reference, in particular in the case of orders placed verbally, by telephone or by telex.

3. Cancellation, non-acceptance of freight

The transport order in question is binding unless an objection is made within one hour of receipt by the contractor.

If the contractor does not accept these terms and conditions, this order must be rejected free of charge within 1 hour with a note „STORNO“, across all pages of the loading order.

This cancellation must be sent back to the e-mail address/fax number of the contact person at Transport Logistica which is stated in the order. In the event of cancellation after 1 hour, non-acceptance of the cargo or the transport order by the contractor, the principal is entitled to purchase a replacement vehicle and charge the contractor a contractual penalty in the amount of the freight to be paid for the re-placement vehicle. Any further claim for damages remains unaffected.

In any case, 25% of the freight price are charged if the order is cancelled.

The principal is entitled to cancel the loading order free of charge with the contractor up to 1 hour before the loading

date. It is sufficient to write „STORNO“ across the first page of the loading order.

4. License plates

If the loading order contains no license plates at all, if they are not correct or if they change, the contractor is obliged to inform the principal of the correct license plates immediately. This way, the contractor avoids delays in loading and processing the freight invoice.

5. Load securing equipment

The contractor must carry a sufficient number of loading aids (wooden dunnage, etc.) and securing devices (lashing chains and lashing straps, clamping beams, etc.), otherwise the vehicle is not considered adequate.

In order to meet the load securing requirements, it is essential that the vehicle is fully equipped with slot-in slats and side boards for tarpaulin bodies and locking and clamping bars for box bodies in accordance with the DIN. In addition, at least wooden dunnage, all side boards, two clamping boards, 2 locking beams, 20 belts with long-lever ratchets, 12 lashing eyes in the floor, 24 edge protectors and sufficient anti-slip mats are required for safe loading.

In the event of non-compliance with the above mentioned agreements/instructions, the principal reserves the right to have the vehicle equipped with appropriate loading aids at the contractor's expense. If this is not possible, the principal reserves the right to use a replacement vehicle and to charge the contractor a no-fault contractual penalty in the amount of the freight to be paid for the replacement vehicle. Any further claim for damages remains unaffected. The principal holds the contractor fully liable for all consequential costs incurred! In any case, a processing fee of € 35,- is charged for these administrative expenses.

Ensuring the proper stowage of the freight and securing the load is without exception the responsibility of the contractor, even if the sender has actually carried out the loading himself.

6. Authorisations and transport obstacles

For each transport, the contractor must ensure on his own that the transport can be carried out without obstacles and must check beforehand whether permits have to be obtained or customs measures (of whatever kind) etc. have to be

taken (completion of transit procedures etc.).

The contractor must obtain all relevant customs information from the principal and is liable for proper customs clearance and all associated obligations. The costs incurred by the contractor for customs clearance are already included in the freight price. He is therefore not entitled to compensation for costs incurred in customs clearance (tariffs, fees, etc.). Furthermore, the principal is not liable for damages caused by incorrect information in the customs documents.

It is assumed that the contractor has the necessary permits and authorisations for the transport. This also applies to all countries and their regulations which are travelled in the context of this order. In the event of unforeseen transport delays or transport damage or loss of goods in transit, the principal must be informed immediately by telephone and in writing. The contractor must indemnify and hold the principal harmless for all resulting damages. In the event of obstacles at the place of loading or unloading or in the event of a delay in acceptance or loading, the contractor must immediately obtain instructions from the principal. In the event of delays and/or obstacles of any kind, the principal must be informed immediately.

7. Loading equipment exchange

The freight carrier (as contractor) is obliged to immediately exchange loading equipment (pallets, lattice boxes, meat hooks, plastic boxes, etc.) without exception, both at the sender's and the consignee's premises; he also bears the so-called exchange risk. The carrier must therefore carry a sufficient number of proper and exchangeable loading equipment. The fee for this exchange risk is already included in the freight price. For each exchange of loading equipment, a corresponding loading equipment note invoice must be sent to the principal with the freight. In the absence of a loading equipment note, the principal is forced to assume that the contractor has not fulfilled his obligation. In the event that the contractor does not receive any loading equipment back at the place of unloading, the principal must be informed immediately so that he can clarify the matter while the vehicle is still at the place of unloading. If such notification is not given, or is not given in time, the contractor is responsible for the procurement of the loading equipment that has not been exchanged. In the event that the exchange of loading equipment is not carried out properly, the freight carrier as contractor must pay € 18,- for each nonexchanged or returned pallet, € 100,- per lattice box, and in the case of other loading equipment the usual local trade price. In addition, a processing fee of € 30,- per transport and return costs for the non-exchanged loading equipment of € 1,- per km to the return or collection point where the exchange was omitted, must be paid. The return of the packaging by the contractor within 4 weeks is the subject of the freight contract and is settled with the freight. In any case the principal is entitled to these claims even if the carrier is not at fault. Furthermore, the contractor is obliged to keep traceable records of the pallet exchange for each individual transport. These records or this documentation/evidence must be submitted immediately after the transport, at the latest together with the freight invoice. Attention: only original pallet notes are accepted! The freight is not due before these documents have been transmitted. In the case of missing documents or loading equipment records, a no-fault contractual penalty which may not be reduced at a judge's discretion, is due in the amount of the freight per transport order, i.e. the claim to freight remuneration expires. Any additional claims for damages remain unaffected in all cases.

8. Freight invoices, term of payment, proof of delivery

The contractor's freight invoices are only due for payment when the invoice has been verifiably sent to the principal together with the original transport documents (CMR consignment note, delivery notes, pallet notes etc.). The contractor bears the risk for the transmission of these documents. The contractor is aware that an invoice can only be issued to the principal's customers if proof of delivery is sent in full and in good time. The contractor therefore undertakes to send all transport documents, such as delivery notes, consignment notes, pallet notes etc., to the principal by fax, e-mail or the original documents within 7 days at the latest. If this deadline is not met, a processing fee of € 30,- is due, without prejudice to other rights.

The term of payment is 60 days, whereby this 60-day period only begins when the invoice and the above mentioned transport documents have been received in full by the principal.

9. Demurrage

The assertion of demurrage is excluded in the event of a waiting period or standing time at the sender's or consignee's premises etc. of up to 24 hours in each case. Saturdays, Sundays and public holidays are not taken into account, i.e. they are always free of charge. Furthermore, the assertion of a compensation for expenses or a claim for damages or other costs is excluded in the event of cancellation of the order by the principal within 10 hours of placing the order. After the agreed 24-hour demurrage exemption, a maximum of € 150,- per day/ per truck is charged as demurrage, if the principal is actually at fault, whereby the burden of proof lies with the contractor. The demurrage is limited to a maximum of 3 days in terms of length.

10. Prohibition of transshipment, additional cargo, transfer

Transshipment or additional cargo are not permitted for complete loads without exception. Furthermore, there is an absolute ban on additional cargo, unless the principal orders this in writing. The commissioning of a sub freight carrier is only permitted with the express written consent of the principal's relevant dispatcher. Should the use of sub freight carriers be permitted by the principal by way of exception, these must be strictly checked by the contractor beforehand and several orders (at least 5) must be proven to have been carried out properly for the contractor. The assignment of cargo to subcontractors who have not previously had a business relationship with the contractor, in particular via freight exchanges, is prohibited without exception. Stacking of the goods (e.g. to create additional loading space etc.) is also explicitly forbidden! For the violation of one of these provisions, a no-fault contractual penalty of € 5 000,- which is excluded from the judicial right to reduce the penalty, is agreed, irrespective of the actual amount of damage. This does not affect any further claim for damages.

Under no circumstances can loads be transhipped into a storage/intermediate warehouse/warehouse without the explicit permission of the principal. In the event of an infringement, a penalty amounting to 95 % of the freight is charged.

11. Surveillance duty/Security measures

Upon acceptance of the order and taking over the cargo, the contractor undertakes to properly and continuously guard the loaded motor vehicles, trailers and/or semi-trailers properly and continuously at any time they are parked during the

period between taking over the load for transport and its delivery. The contractor is obliged to ensure that loaded motor vehicles or transport units are properly locked whenever they are parked (even for short-term parking). Furthermore, the motor vehicles or transport units used must be equipped with 2 independent anti-theft devices - which are state of the art and function properly - and that must be verifiably activated each time they are parked, even if only for short-term parking. The rear doors of the trailers/containers must always be verifiably locked (at least with a solid shackle lock) so that access from outside by third parties is prevented in any case. After each break, the integrity of the lock or the outer walls of the cargo hold must be checked. The contractor must ensure that loaded transport vehicles (trailers, semi-trailers, swap bodies, containers, etc.) are always properly guarded during parking and that at night time, on weekends and public holidays they are only parked in a lighted and secured parking space or secured (fenced and adequately guarded) company premises. In general, only guarded parking spaces must be used. The route must be planned in such a way that - provided that the prescribed driving and rest periods are observed - no breaks, overnight stays or other parking procedures (except for short-term refuelling) are required on unguarded parking spaces. If necessary, the contractor is obliged to reserve guarded parking spaces as a precaution and to assign the driver accordingly. The isolated parking of loaded trailers/semitrailers/swap bodies (without towing vehicle) as well as the parking of the transport vehicle in an unsecured area is prohibited without exception (even in a guarded parking space) and there is usually no insurance cover with conventional insurance companies (!!)

For all transports to England, due to the current risk of migration, the driver has to seal the load and lock the truck with a lock to prevent people from entering. Due to the current situation, parking within a radius of 100 km from Calais is expressly prohibited. The last 100 km to the port must be driven without stopping. It is also the driver's duty to make sure that no persons have boarded.

12. Vicarious agents

The contractor is obliged to demonstrably inform his employees and other vicarious agents, in particular subcontractors, (in writing) of the obligation to comply with the provisions of these terms and conditions and ensure with the diligence of a prudent freight carrier that these safety measures are actually followed.

Furthermore, the contractor must ensure that the truck drivers employed have all foreign employment or employee secondment permits and are employed in accordance with the laws of the country in which the vehicle is registered. The driver must carry the proofs and documents (in particular work and residence permits) required by the applicable legal provisions. The contractor undertakes to provide only drivers who have at least knowledge of the language at the place of departure and takeover in order to be able to communicate sufficiently with the sender and consignee as well as the authorities. The contractor confirms that the driving personnel has a valid internationally accepted driving licence and a certificate in accordance with Directive 2003/59/EC (EU professional driver training). The driver must be specially trained for all transport requirements and carry the necessary certificates. In particular, the requirements of the ADR and road traffic regulations (StVO), regarding load securing and safety regulations/safety clothing must be fulfilled. For safety

reasons, the driver must always wear safety shoes, helmet, long outer clothing and a high-visibility vest during all loading and unloading activities (unless safety regulations at the place of loading or unloading make higher demands). For ADR transports, the driver must carry/wear the necessary safety equipment. In the event of non-compliance with the above mentioned agreements/instructions, the principal reserves the right to have the vehicle/driver equipped by the shipper at the contractor's expense. If this is not possible, the principal reserves the right to purchase a replacement vehicle and to charge the contractor for the costs in full. The principal holds the contractor fully liable for all consequential costs incurred! In any case, a processing fee of € 35,- is charged for these administrative expenses.

13. Obligation to report damage

The contractor is obliged to report every case of damage immediately to the principal and the contractor's freight forwarder's liability insurance. In the event of damage exceeding the amount of € 2 000,- the contractor must immediately commission an authorised expert or claims agent to assess the damage. The contractor must - in the case of other claims for damages - obtain instructions from the principal. Furthermore, the contractor is obliged to make available without delay all information that could be required for further processing of the claim by the principal or their insurer.

14. Offsetting, exclusion of the rights of lien and retention

The principal is entitled to make offsets against counter-claims (irrespective of legal basis) and to freight cuts in the event of inadequate performance. Therefore, any prohibition of offsetting or retention (in particular § 32 AÖSp) is expressly rejected. The contractor does not have a right of lien or retention on any of the goods handed over to him in the course of fulfilling this contract. Any rights of lien or retention are therefore explicitly excluded. The contractor is obliged to include corresponding provisions in the contracts concluded with any subcontractors he may engage (if the principal has given written permission for the use of subcontractors). The contractor cannot offset any claims against any demands or claims of the principal.

15. Driving time, compensation

The contractor is solely responsible for compliance with all statutory provisions regarding driving times and rest periods as well as statutory compensation of the driving personnel. This applies in particular to all provisions of the Anti-Wage and Social Dumping Act (LSD-BG), provisions of the German Minimum Wage Act (MiLoG), which stipulates a minimum wage of currently € 8.50,- gross per hour for transports from, to and through Germany, and if relevant any other applicable regulations regarding compliance with minimum wages. The contractor is obliged to inform his employees and other vicarious agents, in particular subcontractors, demonstrably (in writing) of the obligation to comply with the MiLoG provisions and to assure himself with the diligence of a prudent businessman that these provisions are actually complied with. Upon request, the contractor must immediately provide the principal with appropriate evidence of compliance with these statutory provisions without delay. The contractor commits to fully indemnify and hold the principal harmless, i.e. also unlimited in terms of the amount, for all expenses/costs/claims/outstanding accounts (irrespective of legal grounds) arising in connection with the violation of this agreement

or non-compliance with the MiLoG provisions (including the regulations issued for this purpose by the German Ministry of Finance). This also applies in particular to administrative expenses, representation costs as well as consulting costs incurred. The contractor is obliged to demonstrably (in writing) inform his employees and other vicarious agents, in particular subcontractors, of the obligation to comply with all provisions to combat illegal employment in the road haulage industry.

16. Due diligence

The contractor is obliged to select and supervise employees and other vicarious agents with the diligence of a proper freight carrier. The consumption of alcohol and/or drugs is strictly prohibited during the execution of the order.

The contractor has to ensure a clean appearance and daily personal hygiene of the drivers. Hands must be washed or clean gloves must be worn before handling unpacked products. Furthermore, the contractor must ensure that the vehicle used is in perfect technical condition and corresponds to the state of the art, in particular the vehicle used must be preventively maintained and regularly inspected. Only faultless vehicles, trailers, semi-trailers, tanks, swap bodies/ containers, cranes, technical facilities and other equipment suitable for the respective order must be used. Unless otherwise agreed in the transport order, the vehicle delivering the commissioned transport must meet the requirements of a sheeted vehicle according to CMR. Damage to tarpaulins and superstructures, water condensation in the freight hold, cargo areas that are not swept clean and a freight hold that is not odourless, can lead to vehicle rejections at the place of loading and to the charging of costs and compensation.

The freight hold must be cleaned to ensure that there is no impairment of the cargo. For tank trucks, a cleaning certificate must be obtained from a certified cleaning company before loading.

The provisions of the ADR, the road traffic regulations (StVO) and the law on motor vehicles (KFG) must be complied with to their full extent. The vehicle must be swept clean, clean and odourless and the tarpaulin must be absolutely tight. The minimum height of the semi-trailer must be 2.70 inside. The maximum statutory permissible total weight of the truck may not be exceeded. The contractor must ensure that the maximum permissible axle loads are not exceeded and that the load is properly distributed on the cargo area.

In the event of non-compliance with the above mentioned agreements/instructions, the principal reserves the right to have the vehicle/driver equipped by the shipper at the contractor's expense. If this is not possible, the principal reserves the right to purchase a replacement vehicle and to charge the contractor a contractual penalty in the amount of the freight of the replacement vehicle! This contractual penalty regardless of fault is excluded from the judicial right to reduce the penalty. Any further claim for damages remains unaffected by this. In any case, a processing fee of € 35,- is charged for these administrative expenses.

17. Waiver of objection based on "Lohnfuhrvertrag"

The contractor explicitly waives the objection based on a „Lohnfuhrvertrag“; should the contractual relationship actually be classified as a „Lohnfuhrvertrag“, the contractor explicitly agrees to subject this contractual relationship to the liability provisions of the CMR Convention.

18. Liability insurance

The contractor undertakes - before taking over a transport - to present the insurance policy to the principal without being asked, as confirmation of sufficient insurance coverage (minimum insurance sum € 600 000,- per case of damage) which is customary in Austria. This insurance must also cover liability according to Art. 29 CMR and damage during loading and unloading operations. If the principal is not presented with the insurance policy covering the freight forwarder's liability insurance before the transport is carried out, he is entitled to obtain insurance coverage for this transport in favour of the contractor; in this case the principal is entitled to deduct 4% (but at least € 40,-) from the agreed freight price.

The refund of premiums is not possible afterwards.

The contractor must ensure on his own initiative that the above mentioned insurance policy is available to the principal. For cabotage transports the minimum insurance sum must comply with the respective national legal requirements.

The principal must be informed immediately of any changes.

19. Customer protection

Customer protection is deemed to be agreed; upon acceptance or passing on of orders or other contact with customers of the principal as well as all companies involved in any way in the transport order, all claims of the contractor against the principal are forfeited. In addition, a no-fault contractual penalty of € 35 000,- irrespective of the actual amount of damage and which is excluded from the judicial right to reduce the penalty, is agreed for the violation of this non-compete or customer protection clause.

This does not affect any further claim for damages.

20. Obligation of confidentiality

All transports are subject to an obligation of confidentiality, which strictly prohibits the contractor from disclosing any information that becomes known to him in the course of the execution of the order to third parties. The contractor is liable for all vicarious agents. In the event of unauthorised disclosure of information to third parties, a contractual penalty regardless of fault of € 10 000,- which is excluded from the judicial right to reduce the penalty, is due. The principal expressly reserves the right to assert claims for further damages.

21. Fixed prices

The prices stated in the offer or order of the principal are fixed prices. Surcharges or expenses, costs (of any kind whatsoever) will not be accepted.

22. Unloading according to consignment note/ transport order

The goods must only be unloaded at the consignee address or delivery address specified in the transport order/consignment note. Changes must only be made with the explicit approval of the principal. If the details in the consignment note differ from the transport order, this must be discussed and cleared with the principal before execution.

23. Loading dates, delivery deadlines

The transport order in question is binding unless an objection is made within one hour of receipt by the contractor.

The contractor must arrive with his vehicle at the place of loading at the agreed loading time. If the vehicle is not pro-

vided, a contractual penalty is due, amounting to 80% of the freight (regardless of fault) which is excluded from the judicial right to reduce the penalty and independent of the actual damage. For the late arrival at the place of loading, a contractual penalty regardless of fault of € 100,-/ hour is due. Any further claims for damages remain unaffected in both cases. The unloading dates are deemed to be delivery deadlines within the meaning of Art. 19 CMR. The loading and unloading dates are absolute fixed dates. The contractor acknowledges that adherence to the delivery deadlines is particularly important to the principal and that he therefore has a particularly important interest in adhering to the delivery deadlines. In the event of delays of any kind, the principal must be informed immediately. If the contractor does not comply with this obligation, the principal is entitled to a deduction of 30% of the freight.

For a delay in delivery, a contractual penalty in the amount of € 100,-/ hour is due regardless of fault. Any further claim for damages remains unaffected by this. Furthermore, in the event of a delay in delivery, a processing fee of € 75,- is due. Before accepting the transport order, the contractor must check whether the delivery deadline can be met. If the place of loading and/or unloading changes, the contractor is obliged to carry out the changed transport order; the freight price will be adjusted accordingly.

24. Loading and unloading, load securing

The contractor is obliged to carry out the loading and unloading. Damage caused by circumstances during loading or unloading falls within the contractor's liability. The contractor must ensure that the load is properly secured and complies with the statutory regulations. In particular, the contractor is obliged to ensure traffic safety as well as operational safety during transport and load securing. The contractor is solely responsible for securing the load, even if the sender has loaded the goods. The contractor must determine all sources of damage before the transport is carried out and, in particular check the suitability of the loading/stowage and packaging for transport. If necessary, the sources of damage must be eliminated or instructions are to be obtained from the principal. The contractor must check the number of pieces, the condition and the weight of the goods to be transported when taking over the goods. In the event of deviations in quantity, quality and temperature from the specifications given by the customer, as well as in the event of defective packaging, stowage or the impossibility of testing, loading must be stopped immediately and only continued after consultation with and explicit instructions from the principal. In the event of any discrepancies, the principal must be informed immediately and any corresponding reservations must be entered on the consignment note. The signed acceptance confirmation is the relevant proof of the packages taken over by the driver at the respective place of loading. If different products are loaded in one loading unit, they must be clearly separated and special care must be taken to avoid crosscontamination caused by incompatible products.

25. Statute of limitations

All claims asserted against the principal, irrespective of legal grounds and the degree of fault, are subject to the Statute of Limitations following the expiration of a period of six months. The limitation period begins in all cases at the time the respective transport order is placed.

26. Applicable law, jurisdiction

The contractual relationship is subject to Austrian law with exclusion of the provisions of the private international law (IPR). Any disputes between the parties arising out in connection with this agreement, including disputes about the effective existence of this agreement, the jurisdiction is agreed to be attributed to the court competent in the subject matter of the dispute for A-6020 Innsbruck. Contractual language is German.

This agreement is valid without confirmation!