

# TRANSPORT CONDITIONS

## of Rudolph Logistik Gruppe SE & Co. KG

for the performance of transport services by external forwarding companies on behalf of Rudolph Automotive Logistik GmbH and Rudolph Spedition und Logistik GmbH

### 1 Scope of application

These GTC apply to all transport contracts of Rudolph Automotive Logistik GmbH and Rudolph Spedition & Logistik GmbH as forwarder or carrier (hereinafter referred to as the "Client") with their executing carriers (hereinafter also referred to as the "Contractor") insofar as there are no mandatory statutory provisions to the contrary. They shall also apply to all future business relations insofar as they are of the same kind even if they are not expressly agreed upon again or if no separate reference is made to them again. They apply to the provision of services in Germany as well as in Europe. The version of the GTC valid at the time of conclusion of the contract shall apply in each case.

The "Contractor" acknowledges these GTC with their offer/acceptance.

The inclusion of the General Terms and Conditions of the Contractor, in particular the validity of the ADSp (currently ADSp 2017) is expressly objected to.

Express provisions in the individual orders shall take precedence over these GTC.

### 2 General regulations for the individual transport contracts

#### 2.1 Conclusion of the individual transport contracts

The offers of the Client are subject to change and non-binding. Agreements on transport services shall become binding only upon confirmation of the contract by the Client.

The contract (hereinafter also referred to as the "Transport contract"), including all provisions made, shall also be concluded implicitly with the mutually agreed commencement of the services at the latest with the start of loading.

#### 2.2 Applicable law/choice of law/place of jurisdiction

The statutory provisions of the Federal Republic of Germany shall apply as well as the international law that is mandatory in this respect (e.g. the CMR) and EU law.

##### Place of jurisdiction

Kassel shall be the sole place of jurisdiction for legal disputes with merchants based on contracts concluded and on claims based on other legal grounds related to these contracts.

#### 2.3 Cancellation and termination of the individual transport contracts

The contract can be terminated (also with immediate effect) if one of the extraordinary reasons for termination listed below applies. Section 415 HGB [German Commercial Code] shall remain unaffected.

##### Extraordinary grounds for termination

- Default of payment with undisputed freight payment in the amount of €5,000.00 as well as the existence of at least two late notices in this respect with a threat of termination
- Serious breaches of duty (e.g. assertion of unjustified refusals to perform according to these GTC), unjustified threats, or implementation of the termination of the logistics performance
- Breach of essential obligations arising from the contract or the GTC with the consequence of considerable negative effects for the other party (e.g. breaches of confidentiality regulations)
- Filing of an insolvency petition, opening of insolvency proceedings, or rejection for lack of assets in the case of one of the contracting parties
- Elimination of public law approvals/possible uses

##### Exclusions from certain rights termination

The Contractor's rights of termination or cancellation according to Sections 417 to 419 HGB, 410, paragraph 2 HGB, and any similar rights are expressly excluded. With regard to the priority of the smooth running of the transport logistics for the Client, the Contractor shall immediately obtain instructions from the Client in the event of obstacles of any kind. Insofar as it is not possible to obtain instructions from the Client, for these cases, the primary interest of the Client in the performance of the transport, even late and against any necessary additional expenses, is expressly declared. Insofar as this exclusion of termination is not permitted by law (e.g. within the framework of the CMR), the interest of the Client is hereby declared for all execution transactions, and instructions are given in this respect to continue with the transport in any case (also at additional expense if necessary) insofar as provided for by law. The service must be provided in any case. This applies unless unloading or temporary storage at a suitable location is prescribed by mandatory public-legal regulations (e.g. the law on hazardous goods).

For clarification: the Contractor's rights shall be limited to any statutory claims for additional remuneration or reimbursement of expenses.

## **Cancellation before loading of the goods/termination by the Client**

If the main client (Customer) of the Client terminates the contract on which the order is based, the Client may terminate (hereinafter also referred to as "cancel") the contract free of charge in the following cases:

- Cancellation shall be done within one hour after commissioning.
- Cancellation shall be done by 4:00 p.m. at the latest on the day before the scheduled transport execution but at least 14 hours before the advised loading time.

If the notice period is shorter, Section 415 (2) HGB shall apply.

Timely notification by email is sufficient for cancellation.

## **2.4 Service contents and description of the transport services**

The Contractor shall provide the transport services in accordance with the more detailed specifications in the individual transport contracts, taking into account the following regulations, in a proper and timely manner by employing regular staff. The use of sub-contractors requires the prior written consent of the Client. The Contractor is aware that the Client's transports are often time-critical and that non-compliance with the delivery times (delivery reliability) can lead to assembly line and production stoppages for the consignee. Insofar as this is not obvious, the Client shall additionally point this out for individual transports. In this respect, the Contractor shall make special arrangements for compliance with the delivery times. Agreed delivery times are fixed times; compliance with these is a primary obligation of the Contractor.

With regard to the primary contractual objective of the logistics chain reliability of the Client, the Contractor shall be obliged to perform in advance under all circumstances to the exclusion of any rights of retention or rights to refuse performance.

The custody of the Contractor begins with loading by the Contractor and ends with completion of unloading by the Contractor insofar as the Contractor carries out the loading and unloading.

### **Special independent duties and ancillary services of the Contractor**

- Preparation of consignment note and entry of necessary special features.
- Use of mobile app/tracking system on request in the transport request
- The carrier shall carry out a forwarder's interface check for identity, number, and damage of the packages, in particular at the pallet, parcel, or pallet cage level, upon acceptance and upon delivery. This shall be documented in the shipping documents, and any deviations shall be recorded. Insofar as documentation is not available, the Contractor reserves the right to charge a lump-sum compensation of €30.00 as a deduction from the freight.
- Cleanliness of vehicles and means of transport.
- Loading and unloading or collection of preloaded trailers if applicable.
- Fulfilment of the requirements for vehicle, driver, and transport performance in accordance with TAPA.
- Securing of cargo: compliance with VDI Guidelines 2700 et seq. and, if applicable, further special regulations resulting from the transport request insofar as the Contractor carries out the loading.
- Insofar as the Contractor does not carry out the loading and unloading with securing of cargo or the packaging themselves, they shall have the duty of inspection with regard to the correctness of the performance carried out by the Client or their vicarious agents.
- Immediate notification of any transport obstacles, delivery obstacles, or delays.
- If the consignee refuses to accept the goods, the contractor shall immediately request instructions from the Client.
- Sending of the receipted freight documents to the address stated in the header of the individual transport request or in advance by email as well as the shipment documents immediately after the transport has been carried out; if the freight and shipment documents for the respective transport are not received within eight (8) days after the transport has been carried out, a processing fee of €30.00 will be charged.
- Complete and undamaged return of anti-slip mats and tension belts with proof.
- If applicable, implementation of container management obligations in the closed-loop system with account management.
- Pallet exchange is owed upon separate request in the transport request. Only pallets of GS1 levels "new" or quality level 1 shall be exchanged. The pallet exchange takes place directly at the loading point or with the partner named in the transport request. In cases where the consignee does not exchange the loading equipment, the Contractor is obliged to have this confirmed on the shipping documents – even if "no exchange" was agreed. The original pallet slips issued must be submitted to the Client.
- Customs services: implementation of import customs clearance without customs payment based on DAP on separate request in the transport request.

The Contractor assures that the required permits, authorisations, and insurance in accordance with Section 3, 6, 7a, and 7c GüKG [Road Haulage Law] are available from the beginning of the service relationship, are maintained without restriction during the term of the contract, and are carried on every journey.

The Contractor undertakes to deploy only driving personnel with the required work permits and driver certificates in accordance with Sections 7b and 7c GüKG and to ensure that the relevant official certificates and required permits (if necessary with an officially certified translation in German) are carried on each journey and handed over to the Contractor or the client of the Contractor for inspection upon request. Furthermore, the Contractor expressly undertakes to comply with the legally prescribed driving and rest times as well as to properly keep and store the proof required by the relevant regulations. All documents and proof documenting compliance with the aforementioned regulations shall be handed over to the Contractor for inspection upon request.

In the case of hazardous goods transports, the Contractor shall use only drivers who have been instructed accordingly and, if required, have a valid ADR certificate. The vehicles must be equipped for the transport of dangerous goods in accordance with the applicable dangerous goods regulations.

The Contractor expressly undertakes to comply with all relevant statutory provisions relating to the performance of the transport, in particular with regard to permissible weights and dimensions, cabotage traffic, and compliance with the regulations on dangerous goods and environmental law.

The Contractor warrants to comply with all relevant national and/or internationally applicable laws and other regulations governing the minimum wage in the performance of orders. This concerns in particular, but not conclusively, the German Minimum Wage Act (MiLoG). The Contractor shall

oblige sub-contractors commissioned by the Contractor to the same extent. They shall be liable for all breaches of duty by the sub-contractors commissioned by them and shall indemnify the Client against any liability under the MiLoG.

The Contractor has an immediate duty to report if, in the Contractor's opinion, the Client does not fulfil their obligations to cooperate.

### **Service changes**

At the request of the Client, the Contractor shall be obliged to change the services within a reasonable period of time insofar as these are typical and reasonable within the framework of the contractual concept of a transport contract for the transport services in question here (i.e. they fall within the typical spectrum of such a contract). This concerns, for example, destination changes or changes in cargo structures.

Any additional expenses incurred shall be remunerated appropriately. For other aspects, Section 315 BGB [German Civil Code] shall apply to the requirement.

## **3 Regulations for securing the performance relationships**

### **Rules on securities of the Contractor**

The carrier's right of lien and retention of the goods is expressly excluded; the carrier shall pay in advance and receive the remuneration as stipulated in Item 7. The carrier shall also arrange this in the case of sub-contractors used by them and approved by the Client. Rights to increased security (e.g. as regulated in Section 416 HGB) are excluded.

### **Customer protection**

Customer protection for the services regulated in the individual transport contracts for the customers of the client, whom the carrier becomes newly acquainted with through their activity for the Client, is agreed for the term of the contract and with an after-effect of one year after termination of the contract. This shall also apply to the Contractor's existing customers with regard to the relations for which the Contractor is deployed by the Client. Not only the active advertising but also the acceptance of orders or the preparation of offers from the customer is thus prohibited. For this purpose, liquidated damages shall be agreed in the amount of the turnover of the last three months or three times the last freight, whichever is higher. The assertion of further damages is not excluded. The Contractor expressly reserves the right to terminate the cooperation.

## **4 Impairment of performance**

### **4.1 General regulations**

The Contractor shall immediately notify the Client of any disruptions in performance, obtain instructions and, as far as possible, carry out immediate subsequent performance/subsequent fulfilment in order to avoid the disruptions in performance or the consequences thereof.

In addition, the Client shall have the statutory rights of performance disruption, in particular the rights of performance disruption under transport law and the contract for work and services (e.g. according to Section 415 et seq. HGB and Sections 633 et seq. BGB).

In the event of non-performance of the transport (no-show), the Contractor shall immediately carry out a replacement transport on the instructions of the Client. If this is not possible, the Client will commission the work elsewhere. Any resulting additional costs shall be borne by the Contractor.

### **4.2 Delayed loading and unloading of the Contractor, stall money**

In the event of delayed loading or unloading, the Contractor shall immediately do everything in their power to ensure that the delay, insofar as it originates from their sphere, is ended and shall bear any additional costs incurred in this respect. Insofar as the delay originates from the sphere of the Client or a customer, in particular because of missing products, the Contractor shall report this immediately.

If the Contractor waits beyond the loading or unloading time based on a contractual agreement or for reasons that are not attributable to their sphere of risk, stall money shall be payable after two hours' waiting time for loading or after three hours' waiting time for unloading.

A prerequisite for the Contractor's entitlement to stall money is that the Contractor fulfils their reporting and notification obligations as well as the instructions of the consignee and demonstrably complies with the ramp management requirement. If the loading or unloading time is exceeded, the Contractor shall, as far as possible, obtain instructions from the Client and inform the Client.

The amount of the stall money is €0.43/minute but a maximum of €255.60/day from a standing time greater than/equal to 30 minutes.

### **4.3 Mutual exemption from performance in the event of force majeure**

Force majeure shall be deemed to be circumstances of an extraordinary nature beyond the control of the parties, which could not have been foreseen at the time of the conclusion of the contract, which render the performance of the service temporarily or permanently impossible for the contracting party concerned, and which could not have been avoided. The same applies to other events which the parties were unable to avoid even with greater care and whose consequences for performance they were unable to rule out. Force majeure includes, wars, earthquakes, and other extraordinary natural events and strikes. The affected contracting party shall be released from the performance of the service to the extent and for the period of time that force majeure exists but only to the extent that it actually has an effect on the performance of the service and the consequences were unavoidable; accordingly, there shall be exemption from performance for the counter-performance.

## **5 Liability and insurance**

### **5.1 Liability of the Contractor**

#### **Damage to goods**

**In the case of transport within Germany, the Contractor shall be liable for up to 40 SDRs for each kg of the gross weight of the good in accordance with Section 449 paragraph 2, 431 paragraph 1 HGB.** The Contractor has also insured this with a transport liability insurer in accordance with the

statutory obligations under Section 7a GüKG. If requested by the Client, current insurance certificates shall be submitted. This is a deviation from the statutory, dispositive regulation.

In the case of international transports, the carrier shall enter the amounts of the higher liability in accordance with the consignment order as well as any special interest in punctual delivery indicated in the consignment order in the CMR consignment note, in particular any higher liability in Field 20 of the CMR consignment note. Insofar as in individual cases the consignor makes the entry in the consignment note, the driver shall be authorised to sign the consignment note on behalf of the carrier if only the liability and interest amounts in accordance with the order are entered

#### **Other damage**

In the event of non-performance of the transport (no-show), the Client shall claim lump-sum damages amounting to three times the agreed freight in the case of domestic transports and twice the agreed freight in the case of international transports plus a lump-sum expense allowance of €75.00, whereby the Contractor reserves the right to prove that the damage was less. The assertion of a higher damage by the Client remains unaffected by this.

In addition, the Contractor shall be liable for culpably causing damage to property (insofar as this is not damage to goods) and personal injury, which they causes in the course of providing their contractually agreed services.

#### **Liability of the Client**

With regard to the special cases regulated in Section 414 HGB, the amount of compensation to be paid by the Client in accordance with Section 414 HGB shall be limited to 8.33 SDR per kg gross weight of the goods and to a total of €200,000.00 per event of damage.

In the event of a slightly negligent breach of essential contractual obligations (cardinal obligations), the liability of the Client shall be limited to the typically foreseeable damage. The above liability limits for the liability of the Client shall not apply in the event of intentional or grossly negligent causation.

### **6 Remuneration**

The Contractor shall receive remuneration for the services in accordance with the individual transport contracts. These remunerations present themselves as strict, fixed all-in remunerations with regard to the functionally described transport services. The prices agreed there are always exclusive of the statutory value added tax at the time of invoicing insofar as this is owed. This means that all ancillary activities required for the service that are not listed separately (e.g. providing information in response to enquiries about the status of the transport preparations, instructions for the individual consignments, including any additional expenditure in the event of changes of destination or address or other changes, and vehicle cleaning) are also included and are not to be remunerated separately.

Payment processing is carried out according to the credit note procedure. The credit note shall be issued upon presentation of the receipted original proof of delivery, which must show at least the date, time, stamp, and signature of the consignee, at the latest at the end of the following week. The credit note/payment will then be made within 60 days.

Freight is always understood to be inclusive freight (i.e. including all ancillary costs and tolls). The pallet exchange/container exchange is included. Even an unconditional payment shall not be regarded as acknowledgement or confirmation of the correctness of the invoice.

### **7 Secrecy/data protection**

The Contractor shall maintain secrecy about all company and business secrets relating to the Client of which the Contractor becomes aware within the scope of the execution of this contract before, during, and after the execution of the order for a period of up to three years. The contractor shall only use this information for contractual purposes and shall only pass this information on to those third parties who are entrusted with the performance of services under this contract (affiliated companies within the meaning of Sections 15 et seq. AktG [German Stock Corporation Act] and subcontractors). The Contractor expressly undertakes to oblige its vicarious agents accordingly.

Both parties shall comply with the requirements of the respective applicable data protection regulations. The Contractor shall oblige their employees to comply with the relevant provisions on the protection of personal data and shall train its employees in this respect.