

NT Hafenspedition GmbH

- General Terms and Conditions -

1. Area of application:

The following provisions shall be valid for these as well as all future business relationships, even if they will not be expressly agreed again. At the latest on taking over the merchandise by the agent, these conditions shall be deemed accepted. Furthermore, we expressly point out anew that any conditions possibly contained in your order confirmation shall not be accepted by us and that those shall not be a part of the contract should you carry out the transport order. Any side agreements, changes and supplements as to these conditions shall be, unless agreed with employees of NT-Hafenspedition GmbH (principal) who are authorised to represent, only effective if confirmed in writing.

2. Duties of the agent:

The agent shall assure that he disposes of all permits and licences necessary for the transport in pursuance of §§ 3, 6 German Road Haulage Act (permit, Euro-licence, third country authorisation, CEMT authorisation). The agent shall undertake to employ foreign drivers from third countries only if they have the necessary work permits. He shall furthermore undertake to see to it that his foreign crew possesses and carries along during every ride an official attestation with an officially certified translation into the German language in pursuance of § 7b section 1 clause 2 German Road Haulage Act (new version). The agent shall undertake to hand over to the principal, in the case of controls of the latter and upon the latter's request, all documents to be carried along. The agent shall undertake to instruct his staff correspondingly. The agent shall undertake to incorporate that presentation obligation and the other abovenamed duties into the freight contract with performing forwarders and to only deploy such forwarders that reliably fulfil the prerequisites of § 7b German Road Haulage Act. The agent shall undertake to control the adherence to those provisions by the performing forwarders. The agent shall use his own company vehicles. Should the placed order be forwarded to a foreign company by the agent, then this shall immediately be communicated to the principal, indicating the number plate. In such cases, the agent shall remain the contractual partner or the liable party towards the principal. The agent shall undertake to check the freight documents for conformance with the packages with regard to package units, signs, nature and numbers. Any differences shall immediately be noted in writing and countersigned by the loader. The consignment, delivery and stelling notes to be signed by the recipient, which shall be filed along with the invoice, shall be deemed as receipt certificates of the shipments. The predetermined delivery dates shall punctually be complied with. In the case of delivery delays or other difficulties, the principal shall forthwith be informed about such by telephone. For vehicles that do not timely appear at the agreed date, any waiting times then occurring cannot be asserted. Any appointment loss inflicted and any non-conformance with an order item shall entitle the principal to a freight rate reduction of at least 30%. In the case of any exceeded delivery times, the agent shall be fully liable for the damage incurred thereby. In the case of lorry breakdown or non-provision of the agreed loading space, the principal shall be entitled to charter a replacement vehicle, whereby any possible extra costs shall be borne by the agent. The vehicles of the agent must be equipped with the necessary number of tension belts, chocks and corner protectors. The agent shall be liable for any missing equipment and any loading expenses connected with that. Moreover, the agent shall be responsible for a reliable loading. The agent and any partner companies deployed by him shall comply with the provisions of the German Road Traffic Act. The payload of the vehicles must not exceed the gross vehicle weight.

Transport on toll roads: You, as a toll debtor, assure to adhere to the obligations under the pertinent national laws including regulations. In particular, you assure to pay the toll accruing for this very transport in the statutorily stipulated amount and to actually use the toll roads to the corresponding extent.

3. Liability:

In variation of § 431 German Commercial Code, a maximum liability limit of 40 special drawing rights/kg shall be agreed for the agent and for any partner companies deployed by him.

4. Insurance:

The agent shall maintain the statutorily stipulated third party liability insurance for damages in goods (§ 7a German Road Haulage Act) for the duration of the cooperation to the extent of the agreed maximum liability and to present to the principal a copy of the insurance policy, in case the latter demands so. Any change of the insurer shall be communicated to the principal by presenting a copy of the new policy. The agent shall see to it that a copy of the insurance certificate shall at all times be carried along in the vehicle in pursuance of § 7a German Road Haulage Act. Should the principal be entitled to assert claims towards the agent due to a damage event, the agent shall hereby assert the claims existing due to that event towards his insurer to NT-Hafenspedition GmbH (principal). The principal has underwritten the forwarding insurance via the company Aktiv-Assekuranz Makler GmbH in Munich.

5. Pallets and other loading equipment:

The agent shall exchange all loading equipment step by step (pallets, pallet cages, corner protection metals and the like) both at the sender and at the recipient. Euro-pallets with the brand "PKP" shall not be accepted by us as Euro-pallets to be exchanged. Such pallets shall be treated as nonreturnable pallets and not booked as exchange pallets. Therefore, we expressly point out that in all transports the acceptance of Euro-pallets having the brand "PKP" shall be rejected. Should you nevertheless use those pallets as exchange pallets, they shall not be credited to you or, rather, this shall be deemed as if you had not exchanged any pallets. If the loading equipment is not at all or not completely exchanged, then this shall be caught up on within 30 days as from the loading day. Any returns carried out after this deadline shall no longer be acknowledged. Any loading equipment returned which is not exchanged or not timely exchanged shall be invoiced at € 13.00 plus statutory VAT per Euro-pallet and at € 128.00 plus statutory VAT per pallet cage, without the need for a prior deadline. The assertion of any further damages shall remain unaffected thereby. The exchange of loading equipment to be made by the agent shall be satisfied with the freight rate. The agent shall prove the carrying out of the loading equipment exchange by immediately submitting corresponding documents (pallet notes, receipts and the like).

6. Customer protection/neutrality:

- a) An absolute customer protection shall be deemed agreed upon. The agent or any partner companies deployed by him shall neither directly nor indirectly, for instance via or for third parties, establish any business contact to the customers or principals of the principal. The agent, his employees and the partner companies collaborating with him shall undertake to omit any and all actions suitable to impair the business relationships between the principal and his customers or principals. After termination of the contract, the above customer protection provisions shall continue to be valid for 1 year. The contractual parties agree that the remuneration for the freight performance contains an adequate compensation for the contractual and postcontractual customer protection agreement.
- b) All deliveries shall be made in a neutral manner.
- c) For the case of a culpable violation of the customer protection agreement or of the neutrality duty, without referral to the continuation of offence, a contractual penalty of € 5,000.00 each shall become due. Apart from that, the assertion of any further damage shall be unaffected.

7. Confidentiality:

The agent shall use all information, documents and other auxiliary means he receives in connection with the order only in order to carry out the contract. As long as and unless they have not become public knowledge and as long as and unless the principal has consented to a publication beforehand, the agent shall treat confidential the information and documents as well as the subject matter of the contract. These duties shall also remain in force after the termination of the contract.

8. Offset and pledge:

- a) The principal shall be entitled to deduct all claims he has against the agent from his freight rate claims or other claims. Claims of the principal due to the contract and any claims connected with that as well as claims due to unjustified enrichment or tort may only be offset against due claims of the agent which are uncontested on their merits and their amount or which are legally determined.
- b) The agent shall herewith waive for himself and for partner companies used by him the assertion of a connex or inconnex pledge or retention right with regard to the contractual goods in his direct or indirect power of disposal.

9. Demurrage:

For loading and unloading a total of 24 hours shall be free from any demurrage. The loader or the unloader shall confirm to the agent in writing any possibly accruing waiting times. Otherwise, any demurrage claims cannot be considered.

10. Assignment:

Upon request of the principal, the agent shall undertake to assign any damage claims which he has incurred towards third parties in connection with the contract fulfilment.

The laws of the Federal Republic of Germany shall apply.

