General Terms and Conditions (Order Conditions) of the registered company STS Transport GmbH, A-6300 Wörgl (as the Client), in the version dated 20.12.2024, available at https://www.sts.at/home/impressum.

I. SCOPE OF APPLICATION

1. These terms and conditions, which can be accessed at any time (https://www.sts.at/home/impressum), apply exclusively when STS Tranport GmbH, hereinafter referred to as the "Client" or "AG," assigns forwarding and freight orders to the Contractor ("AN") or commissions the Contractor with other services.
2. The transport order is binding even without an explicit confirmation from the Contractor. A written confirmation that modifies any contractual elements by the Contractor is deemed invalid. Verbal side agreements shall have no validity.
3. Regardless of capacity inquiries made by telephone, the transport contract is only concluded based on the transport order issued, including the General Terms and Conditions (T&C) of the Client contained therein. Any terms contradicting these conditions shall not apply. The Contractor may not rely on their own General Terms and Conditions, even if they are included in order confirmations. In particular, the Contractor cannot invoke the applicability of the General Austrian Forwarders' Terms and Conditions (AÖSp) or any other terms (e.g., in order confirmations). Any differing confirmations are not part of the freight contract and are null and void. At the latest upon takeover of the goods for transport at the loading point, the Contractor confirms again their acceptance of these terms and conditions.
4. These General Terms and Conditions remain binding even if individual provisions are deemed not valid for any reason.
5. In addition to the following provisions, the terms of the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply to all road transports, even if the scope of Article 1 of the CMR or § 439a of the Austrian Commercial Code (UGB) is not fulfilled.

II. EU MOBILITY PACKAGE

1. Due to the regulations introduced by the European Mobility Package (in particular Directive 2020/1057, Regulation (EU) 2020/1055, and Regulation (EU) 2020/1054), additional obligations apply to the Contractor/Freight Carrier, particularly with regard to:
    - Notification obligations

- Availability of documents in the vehicle
- Application of the host country's wage laws
- Submission of documents upon request by supervisory authorities
- Use of the standard form provided by the public interface of the Internal Market Information System (IMI) pursuant to regulation (EU) no. 1024/2012
- Market access and cabotage regulations
- Compliance with driving times and rest periods requirements

2. The Contractor/Freight Carrier guarantees compliance with all provisions introduced through the European Mobility Package within the EU. This shall also apply to the provisions of the Wage and Social Dumping Prevention Act (LSD-BG) and comparable regulations applicable across Europe. If the Client is held liable in any way due to violations committed by the Contractor/Freight Carrier, the Contractor/Freight Carrier shall fully indemnify and hold the Client without any liability and fault.

III. PRICE QUOTES, CANCELLATION, DEMURRAGE

1. The prices stated in the Client's offer are considered fixed prices; surcharges will not be accepted.
2. Should loading and/or unloading points change, the Contractor is obligated to carry out the amended transport order, and the freight price will be adjusted accordingly in an appropriate amount.
3. In the event of cancellation or failure to accept the goods to be transported or the transport order by the Contractor, the Client is entitled to procure a replacement vehicle and charge the Contractor a contractual penalty equivalent to the freight cost for the replacement vehicle. Any further claims for damages shall remain unaffected. In any case, 80% of the freight price shall be charged to the Contractor as a contractual penalty in the event of order cancellation. The Client may cancel the transport order free of charge up to one hour before the agreed loading time.
4. A demurrage-free period of 24 hours applies at both the loading and unloading points. Saturdays, Sundays, and public holidays are excluded, *i.e*. these are always considered demurrage-free. After the agreed 24-hour demurrage-free period, a maximum of €150 per day per truck may be charged as demurrage, provided that

the Client is at fault, whereby the burden of proof lies with the Contractor. However, demurrage charges are limited at a maximum of 3 days.

IV. PAYMENT TERMS

1. Credit notes to the Contractor will only be issued once the transport documents (CMR consignment note, delivery notes, loading equipment notes, etc.) are demonstrably submitted to the Client in their original form, if requested by the Client. The Contractor bears the risk for the transmission of these documents. The Contractor is aware that invoicing to the Client's customers can only occur if proof of delivery is submitted on time, in full, and, where requested by the Client, in the original form confirmed by the recipient. The recipient's full name must be stated in the delivery confirmation. The Contractor therefore commits to sending all transport-related documents, such as delivery notes, consignment notes, pallet slips, loading equipment slips, and weighing certificates, in their original form to the Client within 10 days at the latest, if requested by the Client. Failure to comply with this deadline will result in a processing fee of €30 being charged, without prejudice to other rights. Freight invoices must include the item/order numbers specified in the loading order.
2. The payment term is 45 days, commencing only upon the complete receipt of the aforementioned transport documents by the Client. A discount of 3% will be granted for payments made within 14 days after the receipt of complete documents.
3. Bills of exchange and checks will be accepted by the Contractor on account of payment, refinancing costs and fees shall be borne by the Contractor. For bills of exchange, checks, or bank transfers, the value date of the payment instrument is decisive.
4. Contrary to the provisions of the General Austrian Forwarders' Terms and Conditions (AÖSp), the Client is entitled to offset all of their claims against the Contractor's claims.
5. Bank charges for transfers shall be borne by the Contractor.

V. INSURANCE

1. The Contractor undertakes to provide the Client with an insurance certificate prior to taking over any transport, confirming adequate transport liability insurance coverage (minimum coverage amount of **€600,000 per claim**) customary in the Austrian transportation industry. This insurance must also cover liabilities under Article 29 of

the CMR and damages incurred during loading and unloading operations. If the Client does not receive the insurance certificate confirming transport liability insurance before the transport begins, they are entitled to procure insurance coverage for the transport on behalf of the Contractor. In such cases, the Client is entitled to deduct **4%** (but at least **€40**) **of the agreed freight price**. Refunds of premiums will not be granted retrospectively. It is the Contractor's responsibility to ensure that the aforementioned insurance certificate is provided to the Client. For cabotage transport, the minimum insurance coverage must comply with the respective national legal requirements. The Client must immediately be informed of any changes to the insurance policy. The Contractor is fully liable for damages resulting from a lack of insurance coverage.

2. The Contractor must provide proof of insurance coverage immediately and no later than within three days without being specifically requested to do so.
3. It is assumed that the Contractor has obtained motor vehicle liability insurance for the vehicles they operate, with the highest possible coverage available in the country of registration. The Contractor is fully liable for damages arising from insufficient insurance coverage. The client must be informed immediately of any changes in the insurance status. Upon Client's request, the Contractor must provide proof of current insurance coverage at any time within three days. Until the insurance certificate is submitted, the Client reserves the right to withhold payment of all outstanding invoices and may deduct 4% from the invoice amount. The Client also reserves the right to claim additional damages beyond this deduction.

VI. LOADING EQUIPMENT

1. The Contractor is obligated without exception to immediately exchange loading equipment both at the loading point and at the recipient's location and assumes the so-called exchange risk. The Contractor must therefore carry a sufficient number of proper and exchangeable loading equipment. The remuneration for this exchange risk is already included in the freight price. A loading equipment note must be submitted along with the freight invoice to the Client for every loading equipment exchange. If the loading equipment note is not provided, the Client will assume that the Contractor did not fulfil their obligation. In the event that the Contractor does not have any loading equipment at the unloading point, the Client must be informed immediately while the vehicle is still at the unloading point to allow clarification.

Failure to notify or timely notify the Client will result in the Contractor being responsible for procuring the unexchanged loading equipment. If loading equipment is not exchanged or not fully exchanged, this must be documented and confirmed in writing on the CMR consignment note and the loading equipment note, stating the reasons.

In the event that the loading equipment in not duly exchanged, the Contractor must pay the local market price for each piece of unexchanged or non-returned loading equipment. Additionally, a handling fee of € 25 per transport per pallet and return costs for the non-exchanged loading equipment of € 1 per kilometre to the return or collection point at which the exchange was not carried out must be paid. The return of loading equipment within 21 days by the Contractor is part of the freight contract and is included in the freight price. These claims apply to the Client regardless of any fault on the part of the Contractor. Furthermore, the Contractor must maintain traceable records for each transport regarding the loading equipment exchange. These records or documentation must be submitted immediately after transport, at the latest together with the freight invoice. Attention: only original loading equipment notes are accepted. The freight payment is not due until these documents are provided.

For refrigerated transports, the freight invoice is also subject to the submission of a readable temperature log. If the required documentation or loading equipment records are missing, a contractual penalty equal to the freight amount per transport order will apply, regardless of fault and without the right of judicial mitigation, *i.e.* the claim to the freight payment shall lapse. Any additional claims for damages remain unaffected in all cased.

2. Düsseldorf pallets are generally not to be exchanged. However, the Contractor must document pallet movements as they would for Euro pallets and provide the corresponding loading equipment notes to the Client.

   If the Contractor, contrary to the Client's instructions, receives Düsseldorf pallets at the unloading point, the Contractor must return these to the sender within 4 weeks. For pallets not returned on time, the Client will charge the Contractor the local market price for each unreturned pallet.

VII. LOAD SECURING EQUIPMENT

1. The Contractor is required to carry a sufficient number of loading aids (e.g., support planks) and securing devices (e.g., lashing chains, lashing straps, locking bars) at all times. Failure to do so constitutes a vehicle deficiency.
2. For proper load securing, it is essential that the vehicle is fully equipped according to DIN standards:
    - For curtain-sided vehicles: roof bows and side boards.
    - For box-type vehicles: Locking and clamping bars.

   Additionally, the following equipment is mandatory to ensure safe transport:
    - Dunnage
    - All side boards
    - Two tensioning boards
    - Two locking bars
    - Twenty straps with long-lever ratchets
    - Twelve floor lashing points
    - Twenty-four edge protectors
    - Adequate anti-slip mats
3. If the above requirements/instructions are not met, the Client reserves the right to equip the vehicle with the necessary load securing aids at the Contractor's expense. If this is not possible, the Client reserves the right to procure a replacement vehicle and charge the Contractor a no-fault contractual penalty equivalent to the freight cost for the replacement vehicle. Any further claims for damages remain unaffected. The Contractor will be held fully liable for all consequential costs incurred as a result. Additionally, an administrative fee of €35 will be charged for these arrangements.
4. Ensuring the proper stowage of freight and its securement is the sole responsibility of the Contractor, even if the shipper has carried out the loading themselves.

VIII. HAZARDOUS GOODS

1. For the transportation of hazardous goods, the Contractor commits to deploying only drivers who are trained in accordance with ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) and possess a valid ADR certificate. The vehicles must be appropriately equipped for the transport of hazardous goods, including all necessary items such as:
    - Sewer covers

- Shovel
- Broom
- Fire extinguishers
- Absorbent materials
- Containers for spill containment
- Respiratory protection equipment

2. In the case of hazardous goods transport (ADR), the Contractor is additionally responsible for:
    - The proper declaration of the goods on the freight documents
    - Correct labelling of the cargo
    - Carrying the required transport documents
    - Legally compliant marking of the vehicle
3. The Contractor must ensure compliance with all legal regulations concerning hazardous goods, particularly ADR regulations as well as all applicable national laws in the countries involved in the transport. The Contractor also confirms the presence of a hazardous goods officer in their organization.

IX. DELAYS AND OTHER DEVIATIONS

1. In the event of delays or other deviations from the agreed terms, the Client must be informed immediately. Early deliveries are also considered deviations.
2. If notification is not made or occurs too late to allow for a mutually agreeable adjustment to delivery or pickup times, the Client reserves the right to deduct a no-fault flat fee of €50.00 net per incident from the freight invoice. The client is at liberty to assert claims for any further damages.

X. ORDER FULFILMENT, LOADING AND DELIVERY DEADLINES, AND ADDITIONAL AGREEMENTS

1. The Contractor must ensure their vehicle arrives at the loading point at the agreed loading time. If the vehicle is not provided, a no-fault contractual penalty of 80% of the freight price (not subject to judicial mitigation) will apply, regardless of actual damages. For late arrival at the loading point, a no-fault penalty of €100 per hour will be imposed. Any further compensation for damages remains unaffected in both cases. Unloading deadlines are considered as fixed deadlines under Article 19 of

the CMR. The loading and unloading deadlines are absolute fixed deadlines. The Contractor acknowledges that compliance with delivery deadlines is particularly important to the Client, and that the Client therefore has a particularly important interest in compliance with the delivery deadlines. In the event of any delay, the Contractor must immediately inform the Client. Failure to notify the Client promptly entitles the Client to deduct 30% of the freight price. A penalty of €100 per hour will apply for delay in delivery deadlines, regardless of fault. Any further damages shall remain unaffected. Additionally, an administrative fee of €75 will be charged for delivery delays. The Contractor must verify, prior to accepting the transport order, that the delivery deadlines can be met. If there are changes to the loading and/or unloading locations, the Contractor is obligated to carry out the revised transport order. The freight price will be adjusted accordingly to reflect the changes.

2. The unloading of goods may only occur at the recipient's address or delivery address specified in the consignment note. Changes may only be made with the explicit written approval of the Client. If the details in the consignment note deviate from the order, this must be clarified with the Client in writing before execution; the written instructions of the Client must be awaited. Any costs or damages resulting from non-compliance will be borne by the Contractor.
3. Acceptance by piece count is agreed upon. Specifically, removing or replacing seals without explicit written consent or without providing written proof of removal on the order of an authority (e.g., customs, police, etc.) constitutes a violation that may lead to criminal consequences. For such violations, a no-fault penalty of EUR 10,000.00 (per incident) is agreed upon irrespective of damages, which may be deducted from all outstanding freight payments. The Client retains the right to claim additional damages.
4. The Contractor is responsible for proper loading and/or unloading, as well as for proper load securing. The Contractor must verify compliance with the maximum permissible total weight, the maximum permissible axle weights, and proper load securing before each journey. The Contractor is independently liable for any overloading or deficiencies in load securing and cannot hold the Client responsible for such issues.
5. The Contractor must verify the quantity, condition, and weight of the goods upon acceptance. If there are discrepancies in quantity, quality, or acceptance temperature compared to the specifications provided by the Client, or if there is

defective packaging, stowage, or an inability inspect, loading must be stopped immediately, and further action may only be taken following consultation with and explicit instructions from the Client. In all cases of discrepancies, the Client must be informed without delay, and corresponding reservations must be noted on the consignment note. The signed acceptance confirmation serves as decisive proof of the goods received by the driver at the respective loading point. When loading different products within one load unit, these must be clearly separated, and special care must be taken to prevent cross-contamination caused by incompatible products.

6. The Contractor is obligated to strictly adhere to all legal regulations of the countries traversed during transport. This regulation also extends in particular to working, driving and rest times of the drivers. If the Client issues instructions for an order that conflict with statutory provisions, the Contractor is required to immediately notify the Client in writing and request revised instructions.
7. It is explicitly agreed that the Contractor's employees, particularly drivers or personnel commissioned by them, must hold all required permits, such as those mandated by foreign nationals' employment act and immigration laws, and comply with all other relevant legal regulations and requirements. They must also provide accurate information to third parties where necessary. If this condition is not met, the Client must be informed immediately, and the order is considered void. The Contractor is fully liable for any damages arising from breaches of this clause in particular *vis-à-vis* third parties and must indemnify and hold the Client without any liability and fault.
8. For transports to, from, though, and within Germany:
9. if the driver is not a national of an EU/EEA country, they must carry an original work permit together with a certified translation into German or an official certificate with a certified translation stating that a permit is not required for the driver, in accordance with the German Act to Combat Illegal Employment in Commercial Road Freight in Germany.
10. The Contractor for hazardous goods transport is responsible for ensuring that their personnel are duly trained and that the vehicles are in proper condition, compliant with legal regulations. Drivers must hold valid ADR certificates and carry all equipment required by law.

11. Strict client protection and neutrality are agreed upon in favour of the Client. For breaches of client protection by the Contractor, a no-fault penalty of EUR 10,000.00 per violation is agreed upon, which can be deducted from outstanding freight invoices. The Client reserves the right to claim additional damages.
12. For all transports, a duty of confidentiality is mandatory. The Contractor is strictly prohibited from disclosing any information obtained during the execution of the order to third parties. The Contractor must treat all information received directly or indirectly from the Client, either by themselves or through their agents, as confidential. This information must neither be shared with third parties nor used for personal business interests against the Client. In case of a breach, the Client is entitled to charge a flat-rate compensation of EUR 10,000.00 per violation without the need to prove specific damages. This amount may be deducted from outstanding freight invoices. The Client retains the right to claim additional damages. Any personal data provided to the Contractor by the Client must be handled in compliance with data protection regulations. The Contractor must ensure that their agents are bound in writing to confidentiality under these terms. The Contractor is liable for breaches committed by their agents as if they were their own actions and is also liable for the flat-rate compensation of EUR 10,000.00, jointly and severally. The Client shall be entitled to verify compliance with this confidentiality obligation at any time, either directly or through a third party. The Contractor must ensure that this right extends to their agents as well.
13. In the event of any issues or discrepancies at the loading/unloading points or during transport, the Client must be notified immediately in writing. The Contractor must immediately verify the consistency of the order, freight documents, and cargo. The Contractor must wait for the Client's written instructions. Any costs or damages arising from non-compliance will be borne by the Contractor.
14. Loading and unloading activities by the Contractor are considered non-chargeable.
15. The Client is entitled to offset counterclaims (regardless of their legal basis) and reduce freight payments in cases of deficient performance. Any prohibition of offsetting or retention rights (particularly § 32 AÖSp) is expressly rejected. The Contractor is not entitled to any lien or retention rights over goods entrusted to them while fulfilling this contract. Any such rights of the Contractor are therefore explicitly excluded. The Contractor is also obligated to include these provisions in contracts with any subcontractors they engage (if the use of subcontractors has been

approved in writing by the Client). The Contractor cannot offset any claims against claims or demands of the Client. However, the Client is entitled to offset claims. This prohibition of offsetting applies solely to the detriment of the Contractor. Claims against the Client may not be assigned to third parties.

16. All rights and obligations under this agreement shall transfer to the respective legal successors.
17. The Contractor is responsible for proper load securing and is fully liable for any damages arising from improper load securing.
18. The Contractor is responsible for the proper submission of all customs documents (e.g., T1, Carnet, etc.) entrusted to them and is fully liable for failure to submit these documents. In the event of claims against the Client by third parties due to a failure to present the documents properly and on time, it is expressly agreed that the Client is entitled to charge the Contractor for these in full without delay and to offset them against all claims of the Contractor. The statute of limitations for such cases begins only when the Client is held liable. If customs documents are not available to the Contractor for transports to or from non-EU countries, the Contractor must immediately notify the Client in writing before the transport begins and agree on further instructions with the Client. If specific companies are designated for customs clearance in the transport order, clearance must be conducted exclusively through these companies. The Contractor must independently ensure that the transport can proceed without obstacles and must verify in advance whether permits need to be obtained or customs-related measures (of any kind, such as completion of transit procedures) need to be undertaken. The Contractor must obtain all relevant customs information from the Client and is liable for proper customs clearance and all associated obligations. The costs incurred by the Contractor for customs clearance are included in the freight price. The Contractor is therefore not entitled to reimbursement for any customs-related expenses (e.g., tariffs, fees). Furthermore, the Client is not liable for damages resulting from incorrect information in the customs documents.
19. Transhipment, additional loading, and partial loading are strictly prohibited. The commissioning of a subcontractor is only permitted with the explicit written consent of the Client's responsible dispatcher. If the use of subcontractors is exceptionally permitted by the Client, the subcontractors must have been thoroughly vetted by the Contractor and must have completed several (at least five) previous assignments

with verifiable satisfactory performance. The allocation of loads to subcontractors who have not previously had a business relationship with the Contractor, in particular via freight exchanges, is prohibited without exception. Stacking goods (e.g., to create additional cargo space) is expressly forbidden. A no-fault contractual penalty of €5,000, not subject to judicial mitigation and regardless of the actual amount of damage, will be imposed for any violation of these provisions. This does not affect the Client's right to claim additional damages. Goods may not – under any circumstances – be transferred to a warehouse, interim storage facility, or goods depot without the explicit permission of the Client. For any violations, a penalty of 95% of the freight price will be charged.

20. The Contractor is obligated to create and correctly complete the transport-related documents (e.g., consignment note, delivery note) if the sender does not provide the necessary documents. These documents shall be duly signed at both the loading and unloading points, and the locations and corresponding times of loading and unloading must be clearly recorded. Any objections or discrepancies must also be noted. The order is only considered completed, and the freight invoice only becomes due, after the complete and correct submission of these documents to the Client, provided all other conditions have been duly fulfilled.
21. The Client reserves the right to conduct audits and inspections at the Contractor's registered office and/or branch offices, either directly or through third parties designated by them, concerning the transports carried out for the Client. These audits will be conducted at the Contractor's expense. To this end, the Contractor must provide the Client or the Client's designated third parties with unrestricted access to their premises, as well as all relevant documents required for the audit or inspection, in the form requested by the Client or the designated third parties. Full access to relevant IT systems must also be granted. The Client or designated third parties are entitled to create copies or printouts of these documents at any time.
22. The Client also reserves the right to inspect the vehicles used for the Client's transports at the Contractor's registered office, branch offices, or any other location designated by the Contractor, either directly or through third parties. These inspections will be carried out at the Contractor's expense. Any deficiencies identified during these inspections must be modified by the Contractor within two working days at their own expense, following the Client's or designated third party's instructions. Proof of modifications must be provided in written form.

23. The Contractor is obligated to carry safety equipment in their vehicles, including but not limited to safety shoes, helmets, safety goggles, and reflective vests. Drivers must also adhere to any additional rules of conduct specified at loading and unloading points (e.g., no smoking, wearing long-sleeved shirts, long pants, gloves). The Contractor must provide written instructions to their drivers requiring the use of safety equipment at these locations. In cases of non-compliance, the Client reserves the right to impose a penalty of EUR 50.00 per incident, which may be deducted from outstanding freight invoices. The Client also retains the right to claim additional damages.
24. The Contractor is responsible for selecting and supervising employees and other agents with the diligence of a professional freight carrier. Alcohol and drug consumption is strictly prohibited during the performance of the contract. The Contractor must ensure that drivers maintain a clean and professional appearance and follow daily personal hygiene practices. Before handling unpackaged products, hands must be washed, or clean gloves must be worn.
25. The Contractor must ensure that the vehicles used are in flawless technical condition and correspond to the current technical standards. Vehicles must undergo preventive maintenance and regular inspections. Only vehicles, trailers, tanks, swap bodies/containers, cranes, technical equipment, and other gear that are in perfect condition and suitable for the respective transport order may be used.
    - Vehicles intended for the contracted transport must meet the requirements for covered vehicles according to CMR, unless otherwise agreed in the transport order.
    - Damage to tarpaulins and structures, condensation in the cargo space, unclean cargo areas, or cargo spaces that are not odourless may result in the rejection of vehicles at loading points and to costs and damage claims being charged.
    - The cargo area must be cleaned to prevent any impairment of the cargo.
    - For tank vehicles, a cleaning certificate from a certified cleaning facility must be obtained prior to loading.
26. Full compliance with the provisions of ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road), StVO (Road Traffic Act), and KFG (Motor Vehicles Act) is mandatory. The vehicle must be swept, clean, odour-

free, and the tarp must be completely watertight. The minimum interior height of the trailer must be 2.70 meters.

27. The legally permissible total weight of the truck must 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.
28. In case of non-compliance with the above agreements/instructions, the Client reserves the right to have the vehicle equipped at the Contractor's expense by the loader. If this is not possible, the Client reserves the right to procure a replacement vehicle and charge the Contractor a contractual penalty equivalent to the freight cost of the replacement vehicle. This penalty is not subject to judicial mitigation and applies regardless of fault. The Client reserves the right to claim additional damages. An administrative fee of €35 will be charged for these arrangements in any case.
29. All contractual penalties (e.g., penalties, contractual fines, or damages) specified in these terms are not subject to judicial reduction.
30. The Contractor waives any lien or right of retention against the Client or third parties, including their statutory lien or retention rights.
31. The Contractor is solely responsible for ensuring compliance with the applicable legal requirements for cabotage journeys. The Client is unable to verify the eligibility of the Contractor's vehicles for specific cabotage journeys.
32. The Contractor must ensure that drivers take their regular weekly rest periods outside the vehicle as required by Article 8(6) of EU Regulation 561/2006.
33. The Contractor assures the Client that it will always comply with the provisions and requirements of the EU Anti-Terrorism Regulations 2580/2001, 881/2002, and 753/2011 (as well as Swiss regulations SR 946.205 and AR 946.231) in their current versions and any future amendments or updates. The Contractor confirms the implementation of processes to ensure compliance with these regulations. Relevant records must be retained by the Contractor and made available to the Client upon request at any time.
34. The Contractor irrevocably authorizes the Client to share data related to the agreed transports (e.g., vehicle and driver data) with third parties involved in the transport (e.g., clients, loading points) as necessary for the execution of the transport in compliance with Articles 6(1)(b) and 7(1) of the EU General Data Protection Regulation (GDPR) 2016/679.

XI. TEMPERATURE-CONTROLLED TRANSPORTS

1. For temperature-controlled transports, it must be ensured that the temperatures specified by the Client are maintained and continuously monitored and recorded using suitable measuring and monitoring devices. The vehicle must be equipped with a functioning temperature recorder. Before accepting the goods, the Contractor must verify that the goods to be transported are sufficiently pre-cooled (the burden of proof lies with the Contractor). For this purpose, the Contractor must carry appropriate measuring devices. Refrigerated transports may only be conducted using a technically flawless and regularly maintained refrigerated vehicle. The Contractor is obligated to retain temperature logs for a period of three years from the delivery of the goods and to provide them to the Client upon request. Furthermore, copies of the relevant temperature logs must be submitted to the Client as part of the invoicing process, in addition to the documents mentioned in these terms. All measuring devices must be checked at defined intervals and according to recognized standards/methods, and if necessary, adjusted or calibrated. The results of these checks, adjustments, and calibrations must be submitted to the Client upon request. Refrigerated and box vehicles must be equipped with sufficient securing rods and other securing devices. For refrigerated transports, adequate air circulation must be ensured. In the absence of temperature records, the freight claim will be forfeited in its entirety. If the transport temperature is not specified in the loading order, the Contractor must proactively request instructions from the Client regarding the transport temperature and the proper operating settings for the refrigeration unit.

XII. DUTY OF SUPERVISION / SECURITY MEASURES

1. The Contractor is obliged to properly and continuously supervise the loaded vehicles, trailers, and/or semi-trailers during any stops between the loading of the goods for transport and their delivery upon accepting the order and taking over the transport goods. The Contractor must ensure that loaded vehicles or transport units are properly locked during every (even short-term) stop. The vehicles or transport units in use must be equipped with two independent theft protection systems that meet the state-of-the-art standards and are in working order. These theft protections must be demonstrably activated during every stop, even for a short period. The rear doors of trailers/containers must always be demonstrably locked (at least with a solid padlock) to prevent any access by third parties. After each break, the integrity of the

lock and the outer walls of the cargo space must be inspected. The Contractor must ensure that loaded transport vehicles (trailers, semi-trailers, swap bodies, containers, etc.) are always properly supervised during stops and, during nighttime, weekends, and public holidays, are only parked in lit and secured parking areas or a secured (fenced and adequately guarded) company premises. Only guarded parking areas may be used. A list of guarded parking areas is available, for example, at www.iru.org or www.ania.it.

2. Route planning must be conducted in such a way that—while adhering to the prescribed driving and rest times—no breaks, overnight stays, or other parking (except brief refuelling stops) are required at unguarded parking areas. If necessary, the Contractor must proactively reserve guarded parking areas as a precaution and instruct the driver accordingly. Isolated parking of loaded trailers/semi-trailers/swap bodies (without a towing vehicle) and parking of the transport vehicle in unsecured areas is strictly prohibited, even at a guarded parking lot. Most standard insurance policies do not cover such scenarios.
3. For all transports to England, due to the current migration risk, the driver must seal the cargo and lock the truck with a padlock to prevent unauthorized persons from entering. Parking within a 100 km radius of Calais is explicitly prohibited. The last 100 km to the port must be driven without stopping. Additionally, it is the driver's responsibility to ensure that no unauthorized persons have boarded the vehicle. The Contractor is obligated to comply with the regulations of the UK Home Office and carry out the required "Vehicle Security Checks." The security checklist for vehicles is available at www.gov.uk/government/publications/vehicle-security-checklist.

XIII. WAIVER OF FRIGHT FORWARDING CONTRACT OBJECTION

1. The Contractor expressly waives the right to object to the freight forwarding contract. Should this contractual relationship be classified as a freight forwarding contract, the Contractor explicitly agrees to subject this contractual relationship to the liability provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

XIV. PROVISIONS REGARDING THE GENERAL MINIMUM WAGE ACT IN THE FEDERAL REPUBLIC OF GERMANY (MiLoG)

1. The Contractor commits to:

- Paying the minimum wage in accordance with § 20 of the Minimum Wage Act (MiLoG) to all employees employed in Germany on time as defined in § 2 MiLoG.
- Recording the start, end and duration of the daily working hours of its employees in accordance with §17 MiLoG no later than the end of the seventh calendar day following the day of work and to keep these records for at least two years starting from the date relevant for the recording.
- Submitting an online notification in German to the competent customs authority before commencing of each work performance, in accordance with § 16 MiLoG, if the Contractor's company is not registered in Germany. Applicable regulations for notification obligations under § 18 MiLoG may apply.
- Carefully selecting subcontractors and ensuring that subcontractors are obligated to comply with and verify adherence to the provisions listed under IX. Pt. (1).

2. The Contractor shall submit to the Client, upon request, all (wage-related) documents in German necessary to verify compliance with § 20 MiLoG. This obligation can also be fulfilled by a written certification from the Contractor's tax advisor confirming compliance with § 20 MiLoG by the Contractor or by a confirmation from the employee assigned to the specific order that they have received wages at least equal to the minimum wage stipulated by § 20 MiLoG for the work performed.
3. The Client is entitled to regularly request a tax clearance certificate from the Contractor. The Contractor is obligated to promptly obtain this certificate from the relevant tax office and provide it to the Client upon first request.
4. The Contractor must immediately inform the Client if they, their employees, or the employees of their subcontractors or temporary employment agencies involved in the execution of the agreed services are subject to claims under MiLoG. The Contractor must also notify the Client if they become aware of any such claims by third parties, particularly employees of subcontractors or temporary employment agencies, or by social security institutions or tax authorities. Additionally, this duty to inform extends to administrative or criminal proceedings related to MiLoG initiated against the Contractor, their subcontractors, or temporary employment agencies.

5. Liability/Indemnification: The Contractor indemnifies the Client against all claims from third parties arising from the Contractor's, or their subcontractors', or temporary employment agencies' breaches of MiLoG obligations. This indemnification applies to civil liability, fines imposed on the Client due to violations by the Contractor or their subcontractors/temporary employment agencies, and any associated legal costs incurred for the prosecution or defence of such claims. This indemnification obligation explicitly extends to claims from social security institutions and tax authorities in other countries.
6. Other countries are also increasingly introducing similar minimum wage provisions. The Contractor is obligated to observe these minimum wage regulations just as they do the MiLoG provisions in Germany and to fully indemnify and hold the Client without any liability and fault in this regard.

XV. STATUTE OF LIMITATIONS

1. All claims against the Client, regardless of the legal basis and the degree of fault, expire within six months. The limitation period begins in all cases at the time of the issuance of the respective transport order.

XVI. SPECIAL PROVISIONS FOR CONTRACTORS IN COMBINED TRANSPORT (ROAD AND RAIL)

For the above-mentioned cargo, the following special conditions apply in addition to the general conditions:

1. The Contractor or their insurance is liable for the Client's trailers as well as their cargo (including the cargo documents and loading equipment as an integral part of the cargo) from the time of collection from the terminal, and no later than midnight on the scheduled collection day, until the subsequent delivery (handover) at the terminal. Liability explicitly includes the loss of loading equipment and aids, as well as costs for commercialization, loss of use, and expert reports, which must also be reimbursed by the Contractor.
2. Damages detected at the time of collection at the terminal must be reported immediately to the representative of the rail partner at the terminal and recorded in the prescribed manner for such cases. The incident must be reported to the Client in writing, and the documents required to assert claims for damages must be forwarded to the Client no later than two weeks after the incident.

3. If the Contractor fails to report or record damages, notify the Client, or forward the necessary documents on time, the Contractor assumes liability for the damage without requiring proof of fault. This applies to damages to both the trailer and the cargo.
4. If the Contractor arranges for repairs to the trailer or other items entrusted to their care without prior instructions from the Client, the costs for such repairs will be borne by the Contractor.
5. The Contractor must maintain a valid CMR insurance policy covering the cargo, including the trailers, at the start of the contract and on an ongoing basis. Upon the Client's request, the Contractor must provide proof of active insurance coverage without any delay. If such proof is not provided, the Client is entitled to deduct 4% from the invoice, regardless of whether a damage event has occurred. The right to claim for any further damage remains unaffected.
6. In addition to freight documents and delivery receipts, the corresponding collection receipts and dispatch records from the rail terminal are required for the Client to so that the Client can invoice the respective transport. At the Client's discretion, the billing for transports may also be carried out via credit note.

XVII. SPECIAL PROVISIONS FOR INTERMODAL TRANSPORTS

1. For intermodal transports, the Client commissions the Contractor to collect a preloaded trailer/semi-trailer (hereinafter referred to as "vehicle") and transport it to the rail terminal, where the vehicle will be loaded onto a wagon, and/or to collect such a vehicle from the rail terminal and transport it to the recipient. The Contractor must handle the Client's vehicle and operating materials with care and is liable for any resulting damages. The vehicle is also considered to be cargo under the CMR, and the Contractor is therefore liable for damages to the vehicle in accordance with CMR provisions.
2. Before taking over the vehicle, the Contractor must inspect the cargo securing and make any necessary adjustments, even if the original securing and loading were not performed by the Contractor. Before loading the vehicle onto the railway, the Contractor must ensure that the rear doors are securely locked, the tarpaulin is firmly attached and undamaged, and that it does not flap in the wind. The Contractor is responsible for performing the final check to ensure that the vehicle and its

components are fit to withstand the usual resistances, forces, and influences encountered during rail transport.

3. The Contractor must identify all potential sources of damage and take the necessary actions to remedy them. If conditions arise that do not guarantee the safe transport, the Contractor must immediately contact the Client and obtain instructions. The vehicle may not be loaded onto the railway until such instructions are received. When collecting a vehicle from the rail terminal, the Contractor must inspect the entire vehicle, its components, and in particular the cargo and its securing for defects and document any defects with photographs. The loading of the vehicle onto the wagon and unloading from the wagon fall exclusively within the scope of Contractor's liability. The Contractor is responsible for carefully and independently conducting the loading onto the wagon and unloading from the wagon and is liable for all resulting damages.

XVIII. EXCLUSION AND LIMITATION OF LIABILITY

The Client's liability for any damages is excluded, regardless of the degree of fault and the legal basis (e.g., damages related to improper loading, cargo securing, vehicle safeguarding, confiscation, or detentions). Should this exclusion of liability violate mandatory provisions and thus be invalid, the Client's liability is at least limited to 8.33 special drawing rights per kilogram of the transported goods. This limitation of liability applies, for example, to claims by the Contractor against the Client for damages arising from the provision of information, instructions and documents provided by the Client, and damages due to inadequate packaging (e.g., Articles 7, 10, 11, 12, and 22 of the CMR).

XIX. APPLICABLE LAW, PLACE OF PERFORMANCE, AND JURISDICTION

All disputes between the parties are subject to Austrian law, excluding the provisions of IPR and the United Nations Convention on Contracts for the International Sale of Goods (CISG). For disputes arising from a contract between the parties, including disputes about the effective existence of a contract, the jurisdiction of the competent court for A-6300 Wörgl is agreed upon.

Wörgl, 24.11.2024