

These general terms and conditions issued by Brantner Transport GmbH (Brantner = Client) as well as the General Austrian Forwarders' Terms and Conditions (AÖSp) can be downloaded from www.brantner.com

1. These general terms and conditions apply to all services that Brantner Transport GmbH supplies or provides as authorised forwarding agent (hereinafter "Brantner") to its contract partners (hereinafter "Client"). The Client hereby agrees that these terms and conditions apply to all future business, regardless of whether reference is made to them again or not, especially in regard to orders placed orally, over the telephone or by fax/email. Client's conditions that deviate from these and have not been expressly acknowledged in writing by Brantner are not valid, even if they have not been explicitly contradicted. The client can under no circumstances apply their own terms and conditions, even if these were included in orders. No conditions will be valid that contravene these Brantner terms and the General Austrian Forwarders' Terms and Conditions. The Client hereby agrees that these terms and conditions apply to all future business, regardless of whether reference is made to them again or not, especially in regard to orders placed orally, over the telephone or by fax/email.

2. Agreement to these terms and conditions does not affect the validity of applicable conventions in so far as their provisions prescribe a binding alternative rule, such as in the CMR.

3. Moreover, the relevant version of the General Austrian Forwarders' Terms and Conditions (AÖSp) applies, originally published in the official journal to the Wiener Zeitung 1947/184, and updated more recently in the journal to the Wiener Zeitung 1993/68 (available online in English and German at <http://portal.wko.at> as well as at www.brantner.com). The client declares themselves to be a prohibitory customer in accordance with paragraph 39 of the AÖSp. The AÖSp also applies when working for clients located outside Austria.

4. The client is in no circumstances authorised to curtail freight transport jobs or to offset counter claims against claims made by Brantner GmbH. Without exception, offsetting and retention are prohibited in favour of Brantner GmbH.

5. If losses or damage to goods are not detectable from the outside, the sender or client must



prove that the loss or damage occurred during the liability period. Damage detectable from the outside must be reported to Brantner immediately on delivery. Damages not detectable from the outside must be reported as soon as they are discovered, however no later than seven days after delivery. All damages must be reported to Brantner in writing.

6. Concerning all payable and non-payable claims that Brantner has against the client, Brantner has a right of lien and a right of retention of goods and other assets in its possession. If the client does not explicitly name the owner of the goods in the consignment note at the time the order is placed, Brantner can assume that the freight goods belong to the client. The client is authorised to prohibit right of lien being exercised, providing the client provides Brantner with security to the same value (e.g. bank guarantee).

7. It is only possible and acceptable to exchange pallets if express written instructions are submitted and a surcharge of 10 % of the freight is paid. Brantner GmbH assumes no obligation to return pallets, loading equipment and empty vessels and also under no circumstances accepts the so called exchange risk. In cases where – for whatever reason – an exchange of pallets is not possible at the sender or recipient, the client can make no claim against Brantner GmbH, except in the case of deliberate or negligent action/omission by Brantner GmbH. Brantner’s liability for “any loading device discrepancies” is therefore excluded in its entirety.

8. Brantner is authorised to invoice demurrage fees of € 400 per day (at least € 80 per hour) to the client; Brantner is entitled to the demurrage fees, even if the client is not at fault. Entitlement to demurrage fees occurs as soon as a waiting time/standing time of 1.5 hours in total is exceeded.

9. If the transport contract is cancelled, Brantner is entitled to conventional penalty, independently of fault, amounting to 80 % of the freight price. This does not affect the right to claim for additional damages.

10. Brantner is permitted to employ substitute carriers. However, the company Brantner selects as a substitute must exercise the care of a proper carrier or forwarding agent.

11. The client is responsible for ensuring that the freight is loaded and unloaded. Damages that occur as a result of incidents during loading or unloading are exclusively the liability of the client. If in

exceptional cases a Brantner agent assists in loading or unloading, then this is to be regarded as assistance provided by a vicarious agent of the client. Loading and unloading is without exception the responsibility of the client. The client is responsible for ensuring that the freight is properly secured and complies with the legal requirements. The obligation to secure loads safely lies solely with the client, even if the goods are loaded by the HGV driver. The client warrants that the packaging is suitable for transport.

12. An increase in value of the highest amount according to article 24 in the CMR or a special delivery interest in accordance with article 26 in the CMR cannot be agreed (without exception).

13. The client has an obligation to provide warning regarding special properties of freight goods. The client must therefore especially advise, among other situations, if the value of the goods exceeds € 10 per kilogram, is a hazardous material, is waste material, or is at particular risk of being stolen. In addition, the client must inform Brantner if the goods are particularly sensitive and how they are to be handled correctly (e.g. transport temperature etc.).

14. Vehicles deployed by Brantner generally have one HGV driver. On written agreement for a second driver and payment of a freight surcharge, Brantner will make two drivers available in order to reduce the risk of theft. The legally-required rest breaks for driver can normally only be consumed in “normal parking areas”.

15. Specified loading and unloading appointments are not delivery periods according to article 19 of the CMR, but approximate times/periods. Claims regarding exceeded professional service periods (of whatever kind) become void if the client does not inform Brantner of these in writing within twenty-one days of the professional services being provided. Liability of Brantner for exceeding loading appointments/for not adhering to loading windows is generally excluded, except if Brantner has missed these periods as a result of gross negligence.

16. Attention is drawn as a precaution to the following excerpts of the AÖSp:

Paragraph 54. a) To the extent that the forwarder (i.e. Brantner) is actually liable, their liability is limited to:

2. € 1,09 per kg of gross weight of each damaged or lost package, however not to exceed € 1,090.09 per damage claim.

3. € 2,180.18 maximum liability per damage claim other than that set out in Clause 1.

b) Should the stated value of the goods be lower than that set out above, the stated value forms the basis for assessment.

c) Should the relevant value in the sense of Para. (b) above be higher than the common market value or, in its absence, higher than that common value, which is applicable to goods of the same type and character at the time and place of their release to the forwarder, said common market value or other common value supersedes the stated value.

d) In case of discrepant values, the lower value applies in each case.

17. Payment for the freight may be claimed once the freight goods have been delivered. If payment is delayed, Brantner is entitled to invoice interest at 1.5 % per month in accordance with section 29 of AÖSp. Moreover, the client must bear the costs of all reminder fees as well as all costs associated with operating the outstanding claim.

18. Contracts based on this agreement shall be governed by the laws of the Republic of Austria to the exclusion of provisions of international private law. All disputes between parties in connection with this agreement, including disputes regarding the effective content of this agreement as well as disputes involving individual agreements made in the course of implementation of this agreement, will be settled in the appropriate court of law responsible for A-3500 Krems.

Issued July 2015
Brantner Transport GmbH, 3500 Krems

