

Our loading terms and conditions:

1. Relevant provisions

The terms of the CMR convention expressly apply to all transport jobs, even if the area of application of article 1 of the CMR or clause 439a Austrian Commercial Code is not fulfilled. For transport jobs within Germany, the provisions of the German Commercial Code relating to forwarding freight applies. For transport jobs within Germany, the increased liability of 40 special drawing rights per kilogram of the damaged goods or lost goods applies as agreed.

The contractor can under no circumstances apply their own terms and conditions, even if these were included in order acknowledgements. None of the contractor's own conditions that contravene these loading conditions will apply. In particular, the contractor cannot attempt to apply the terms and conditions applying to Austrian forwarding agents (AÖSp).

2. Cancellation, non acceptance of freight

If you do not accept these loading conditions, this order is to be cancelled free-of-charge within 1 hour by writing the word "CANCELLED" diagonally across all pages of the loading order. Please send the cancellation to the email address / fax number indicated on the order for your contact person at Brantner. If a cancellation is made after 1 hour has expired, transport goods are not accepted or the contractor does not accept the transport order, Brantner is authorised to purchase a replacement vehicle and invoice the contractor for a conventional penalty amounting to the cost of transporting the freight with the replacement vehicle. This does not affect the right to claim for additional damages.

In any case, to cover the expenses incurred in connection with the above circumstances, a fixed processing fee (irrespective of fault) of € 100 will be invoiced for.

3. Demurrage

The enforcement of demurrage is excluded for a waiting or standing time at the sender or recipient etc. of up to 24 hours. Saturdays, Sundays and public holidays are not covered, i.e. they are always demurrage-free. Moreover, the enforcement of reimbursement, claim for damages or other costs as a result of Brantner cancelling the order within 10 hours of placing the order is excluded. After the agreed 24-hour period free of demurrage, a maximum of € 150 per day/per vehicle may be invoiced for demurrage, providing Brantner is actually at fault, which has to be proven by the contractor. Demurrage is limited to a maximum of 3 days.

4. Ban on transshipments, accompanying loads, transfers

Transshipments and additional loads are impermissible without exception. Accompanying loads are impermissible without exception, unless Brantner has regulated this in writing. The employment of a subcontracted forwarder is only permissible if the responsible forwarder is expressly authorised by Brantner in writing. The stacking of goods (e.g. In order to create additional loading space) is also impermissible without exception! A conventional penalty of € 5000 is agreed for violation of these provisions regardless of fault, excluded from judicial reduction and independently of the actual extent of loss. This does not affect the right to claim for additional damages.

5. Load securing systems

The contractor must carry a sufficient quantity of load support equipment (dunnage) and security equipment (lashing chains and lashing belts, clamp bars), otherwise the vehicle is deemed faulty.

To meet the requirements of securing the load, it is unavoidable that the vehicle is fully fitted with side panel boards and tailgate boards on tarpaulin superstructures and clamping and retention bars on box superstructures, in compliance with DIN standards. Moreover, to ensure the load is secured safely, it is necessary to provide at least two partition boards, 20 belts with long-levered ratchets, sufficient anchoring points on the loading platform, 24 corner protectors and a sufficient number of non-slip mats.

In the event of non-compliance with the above agreement/instructions, we reserve the right to equip the vehicle with the corresponding load securing equipment at your expense. If this is not possible, we reserve the right to deploy a replacement vehicle and invoice you for a conventional penalty amounting to the cost of the replacement vehicle. This does not affect the right to claim for additional damages. We hold you fully liable for all subsequent costs that are incurred as a result. In any case, to cover these administrative expenses, a processing fee of € 35 will be invoiced for.

Ensuring proper stowage of the freight goods and making sure the load is safely secured is without exception the duty of the contractor; even if the sender loads the vehicle themselves.

6. Hindrances to transport



For each transport order, the contractor must make sure that the transport can be carried out without hindrance and must check in advance whether permits or customs procedures (of whatever kind) are required (shipping clearance processes etc.). Brantner is to be informed immediately by telephone or in writing in the event of unforeseen delays to transport, transport damage or loss of transport goods. The contractor will indemnify and hold Brantner harmless for all resulting damages.

7. Loading device exchange

The forwarder (as contractor) is obliged without exception to exchange loading devices immediately (pallets, mesh boxes, meat hooks, plastic boxes, etc.) both at the sender and at the recipient; the contractor bears the so-called exchange risk. The fee for this exchange risk is already included in the freight price. In the event of the loading devices not being exchanged properly, the forwarder as contractor has to pay for each pallet € 18 and mesh box € 100 - the local standard commercial price for all other loading devices - that are not exchanged or brought back. In addition, a fixed processing price of € 30 per transport and return transport costs for non-exchanged loading devices of € 1 per km will be charged from Vienna to the return/pick-up point at which the exchange was supposed to have taken place. Brantner is entitled to claim the above, even if the forwarder is not at fault. In addition, the contractor is obliged to keep a written record of the pallet exchanges for each individual transport job. These records or documentation/proof are to be handed over immediately after the transport job has been completed, or on submission of the freight invoice at the latest. Note: only the original pallet records will be accepted. The transport job is not ready for payment until these documents have been provided. In the case of refrigerated transport, the freight invoice must be accompanied by a legible temperature log. A conventional penalty of the cost of performing the transport order is incurred if these documents or loading device records are missing - regardless of fault and excluded from judicial reduction - i.e. there is no entitlement to the fee for transporting the freight. This in no way affects the right to claim for additional damages.

8. Freight invoices, payment deadlines, proof of delivery

The contractor's freight invoices are not ready for payment until the invoice has been proven to have been sent to Brantner with the original transport documents (CMR consignment note, delivery notes, pallet documents, etc.). The contractor bears the risk of submitting these

documents. The payment milestone is 60 days, where the 60 day period does not start until the invoice complete with transport documents mentioned above have arrived at Brantner.

The contractor is aware that Brantner's clients can only be invoiced if proof of delivery is complete and submitted on time. The contractor is therefore obliged to send the originals of all transport documents such as delivery notes, consignment notes, pallet documents etc., to Brantner within 10 working days of successful unloading. Without affected any other rights, a processing fee of € 30 will be charged if this period is not adhered to.

9. Offsetting, exclusion of rights of lien and retention

Brantner is authorized to offset settlement with counterclaims (for whatever legal reason) and curtail transport jobs as a consequence of unsatisfactory fulfilment. For this reason all offsetting and retention bans (especially article 32 in the AÖSp) are explicitly rejected. The contractor is not entitled to rights of lien or retention for the goods handed over to the contractor in the course of fulfilling this contract. All rights of lien and retention are therefore explicitly excluded. The contractor is obliged to include such provisions in contracts the contractor signs with the subcontractors they employ (providing Brantner has given written authorisation for subcontractors to be employed). The contractor cannot offset any claims against claims from Brantner.

10. Due diligence

The contractor is obliged to select and supervise employees and other agents with the diligence of a professional forwarder. The contractor must take special care to ensure that only trouble-free vehicles, trailers, low-loaders, tanks, swap trailers/containers, cranes, technical equipment and other equipment suitable for the relevant transport job are used.

The provisions of the ADR and Austrian transport laws (StVO) are to be observed in full. The vehicle must be swept clean, odour-free and the tarpaulin must be completely waterproof. The trailer must be at least 2.70 metres high inside.

In the event of non-compliance with the above agreement/instructions, we reserve the right to have the vehicle equipped by the loader at your expense. If this is not possible, we reserve the right to procure a replacement vehicle and invoice you for a conventional penalty amounting to the cost of delivery of the replacement vehicle. This conventional penalty is excluded from judicial reduction and is independent of fault. This does not affect the right to

claim for additional damages. In any case, to cover these expenses, a processing fee of € 35 will be invoiced.

11. Obligation to protect goods/Safety measures

The contractor is obliged to ensure that the loaded vehicle or transport unit is to be properly locked each time it is parked (even if only for a short period). The vehicles or transport units used must be equipped with 2 independent anti-theft systems - complying and functioning according to the state-of-the-art - that can be proven to have been activated each time the vehicle is parked, no matter for how short a period. The rear doors of the trailer/container must always be proved to be closed (at least with a solid U-lock) to prevent access from outside by third parties. After each break, the driver must check that the lock has not been tampered with and that the outside walls of the loading space are undamaged. The contractor must take special care to ensure that the loaded vehicle (trailer, low-loader, swap trailers/containers, etc.) is properly guarded while parked and that at night time and at weekends and during public holidays the vehicle is parked only in a lit and secure parking area or on guarded premises (fenced-in area with security guard). Only guarded parking areas may be used. A list of guarded parking areas can be viewed online, for example, at www.iru.org, www.ania.it. The transport route is to be planned so that legally required rest periods can be adhered to without breaks, overnight stays or other parked activities (except short-term for refuelling) taking place in unguarded parking areas. If necessary, the contractor is obliged to reserve parking spaces in guarded parking areas and advise the driver accordingly. Isolated parking of loaded trailers/low-loaders/swap trailers (without tractor) and parking of tractors in an open area (even on a guarded parking area) is not permitted, bearing in mind that insurance cover is normally not provided in such circumstances.

12. Vicarious agents

The contractor is obliged to prove (in writing) that its employees and other agents, especially subcontractors, have been instructed to adhere to the provisions of these loading conditions and make sure with the diligence of a professional forwarder that these safety measures are actually implemented. The contractor is also obliged to ensure that the HGV drivers employed possess all the permits and documents required for deployment to the countries through which they will be driving. The drivers must carry with them all the permits and documents specified in the applicable provisions (especially work permits and residency permits). The contractor is obliged to provide exclusively drivers that are able to speak the

language in used at the loading location and unloading location so that they are able to make themselves sufficiently understood to the sender, recipient and the authorities. The contractor confirms that the drivers possess a valid internationally accepted driving licence and a permit in accordance with directive 2003/59/EG (EU professional HGV driver training). The driver must be trained for all eventualities occurring during the transport job and carry the necessary permits with them. In particular, requirements relating to the ADR and StVO, securing loads and safety regulations/safety clothing must be fulfilled. For safety reasons the driver must always wear safety boots, helmet, long-sleeved clothes and safety jacket during all loading and unloading activities (unless safety instructions at the loading location or unloading location specify even stricter requirements). During ADR transport jobs the driver must carry/use the necessary safety equipment. In the event of non-compliance with the above agreement/instructions, we reserve the right to have the vehicle/driver equipped by the loader at your expense. If this is not possible, we reserve the right to procure a replacement vehicle and invoice you in full for the costs. We hold you fully liable for all subsequent costs that are incurred as a result. In any case, to cover these expenses, a processing fee of € 35 will be invoiced.

13. Driving times, remuneration

The contractor is solely responsible for ensuring that all legal requirements relating to driving hours and rest hours are adhered to and that drivers are remunerated in accordance with the law. This applies in particular to the provisions of the German minimum wage law (MiLog), which currently stipulates a minimum wage of € 8.50 gross per hour for transport jobs to, from and through Germany. The contractor is obliged to prove (in writing) that its employees and other agents, especially subcontractors, have been instructed to adhere to the provisions of MiLog and make sure with the diligence of a professional business that these measures are actually implemented. On demand, the contractor is to submit to Brantner relevant documents to prove that these legal provisions are being complied with. The contractor is obliged to indemnify in full - i.e. to an unlimited extent - and hold Brantner harmless in regard to all expenses/costs/demands/claims (independently of legal reason) associated with infringement of this agreement or non-compliance with the MiLoG provisions (including the regulations imposed by the German Ministry of Finance). This applies in particular to any administration costs, representation costs or consultation costs incurred in the process.

14. Obligation to report loss



The contractor is obliged to immediately notify Brantner and the contractor's forwarder liability insurance company of any loss. If the loss exceeds the value of € 2000, the contractor must immediately request a loss adjuster or average adjuster to assess the loss. In other situations regarding claims for compensation, the contractor is to obtain instructions from Brantner. In addition, the contractor is obliged to immediately provide all information required by Brantner and Brantner's insurers for processing claims for compensation.

15. Hazardous goods

In cases where hazardous goods need to be transported, the contractor is obliged to only employ drivers trained in accordance with ADR and in possession of a valid ADR permit. The vehicles must be equipped for transporting hazardous goods. In particular, all imaginable requirements must be fulfilled in terms of the equipment that needs to be carried (drain cover, shovel, broom, fire extinguisher, binding agent, drip tray, breathing apparatus, etc.). When transporting hazardous goods (ADR) the contractor is responsible for correct declaration on consignment documents, the correct labelling of the load and for carrying the required transport documents as well as certification of the vehicle in accordance with legislation. Furthermore, all national regulations in the countries through which the transport passes are to be complied with.

16. Transport liability insurance

The contractor is obliged – before accepting a transport job – to automatically present Brantner with the insurance policy confirming sufficient cover (minimum insured amount € 600,000) and industry-standard insurance policy in Austria. This insurance must also cover liability in accordance with article 29 CMR and loss during loading and unloading. If Brantner has not been presented with the insurance policy providing cover for transport liability before the transport job starts, Brantner is entitled to obtain insurance cover for this transport job in favour of the contractor; in this case Brantner is entitled to deduct 4% from the agreed freight price. The contractor is solely responsible for ensuring that the above insurance policy is presented to Brantner.

17. Waiving contract transport job objection

The contractor specifically waives objection to contract transport jobs; if the transport job in question is actually classed as a contract transport job, the contractor declares that they expressly agree to subject the contract for this job to the liability provisions of the CMR.

18. Client protection

Client protection is taken as agreed; by accepting or conveying jobs or any other form of contact with Brantner's customers and all companies that are involved in any way whatsoever in the transport job, all claims of the contractor against Brantner are void. In addition, a conventional penalty of €35,000 is agreed for violation of this competition/client protection clause, regardless of fault, excluded from judicial reduction and independent of the actual extent of loss. This does not affect the right to claim for additional damages.

19. Obligation to maintain confidentiality

All transport jobs are subject to an obligation to maintain confidentiality, that strictly forbids the contractor from passing on to third parties any information they have obtained in the course of executing the contract. The contractor is responsible in this case for all agents. A conventional penalty of €10,000 is to be paid in the event of any information being forwarded to third parties, regardless of fault, excluded from judicial reduction. Brantner explicitly reserves the right to enforce claims for any losses beyond this.

20. Fixed prices

The prices listed by Brantner in the quotation or order are fixed prices. Surcharges, expenses, costs (of any kind whatsoever) will not be acknowledged.

21. Unloading in accordance with consignment note/loading order

The goods may be unloaded only at the recipient address or delivery address specified in the loading order/consignment note. Changes may only be made with Brantner's express permission. If the details in the consignment note differ from those in the transport order, then these must be clarified with Brantner before starting the job.

22. Loading dates, delivery periods

The transport order is binding if it is not contradicted within one hour of being received by the contractor. The contractor is to arrive with their vehicle at the agreed loading time at the loading location. A conventional penalty of € 250 is to be paid for no-show of the vehicle (regardless of fault), excluded from judicial reduction and independently of the actual extent of loss. A conventional penalty of € 100/hour is to be paid for delayed arrival at the loading location (regardless of fault). In both cases, this does not affect the right to claim for additional damages. The unloading date/time applies as the delivery period in accordance with article 19 of the CMR. The contractor is aware of the fact that adhering to the delivery

period is extremely important to Brantner. The contractor must check whether the delivery period can be adhered to before accepting the transport order.

23. Loading/unloading, securing loads

The contractor is obliged to carry out loading and unloading. Damages that occur as a result of incidents during loading or unloading are the liability of the contractor. The contractor 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 contractor, even if the goods were loaded by the sender. The contractor must check all sources of potential loss before performing the transport job, checking especially if the load is stowed suitably for transport and the packaging is suitable for the job. If necessary, potential sources of loss are to be remedied or instruction to be obtained from Brantner. On accepting the goods, the contractor is to check the quantity, condition and weight of the goods to be transported. If there is any deviation or in cases where checks are not possible, the contractor must note their concerns on the consignment note and have it signed by the sender before departing.

24. Refrigerated transport

When transporting refrigerated goods, the contractor must regularly check the transport temperature. Refrigerated transport jobs may only be performed using a refrigerated vehicle that is in good technical condition and maintained at regular intervals. Before accepting the goods, the contractor must check whether the goods to be transported are sufficiently pre-cooled (the contractor is responsible for proving this). The contractor is obliged to keep the temperature log for a period of 3 years after the goods have been delivered and hand it over to Brantner when requested. Refrigerated and box vehicles must be equipped with sufficient fastening bars and other security devices. Sufficient air circulation must be ensured for refrigerated transport. If the temperature logs are missing, entitlement to payment is completely void. If the transport temperature is not specified in the loading order, the contractor must automatically obtain instructions from Brantner regarding the transport temperature as well as the correct operating settings of the refrigeration equipment.

25. Limitation period

All claims against Brantner, for whatever legal reason and independently of the degree of fault, are limited to 6 months after which they become void. The limitation period starts in all cases at the time the relevant transport order is issued.

26. Applicable law and court of jurisdiction

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, will be settled in the appropriate court of law responsible for A-3500 Krems. The contract language is German.

This agreement applies even without confirmation.

We wish you a smooth transport process



Confirmation:

Stamp/Signature

