

General terms and conditions for awarding transport services

duisport logistics & port services GmbH

From: 04/2026

1. Legal basis

This transport order is subject to German law. ADSp 2017 (German Freight Forwarders' Standard Terms and Conditions 2017) form an integral part of this contract. Any general terms and conditions of the transport operator (TO) have no validity within the scope of this transport order.

Moreover, §§ 407 et seq. HGB (German Commercial Code) apply to national transport orders and the provisions of the CMR (Convention on the Contract for the International Carriage of Goods by Road) apply to cross-border transport orders.

Should any conflict arise between these General Terms and Conditions of Carriage, the statutory provisions (unless mandatory) and the ADSp 2017, these Terms and Conditions of Carriage shall prevail in the order stated above.

2. Services provided by the TO

- 2.1 The subject of the transport order is the carriage of goods by road in return for remuneration. The TO shall accept the full volume of goods specified in the transport order as the carrier and shall transport and deliver them to the recipient at the agreed delivery location and free of damage within the agreed deadline.
- 2.2 In addition to section 4.2 ADSp 2017, the TO guarantees that the loading space for the goods entrusted to him for transport will be made available on the agreed date and with the agreed vehicle/equipment. The vehicles must be kept clean and free from odours.
- 2.3 If required for the specific transport ordered, the vehicle must have an undamaged customs seal string and the affixed customs seals, which are recorded with an entry in the consignment note, must be undamaged and correspond to the respective entry. If they do not correspond, the consignment note must be corrected accordingly. The client (CL) must be immediately notified in the event of any damage to the seals. The TO shall bear the consequences of a delay in notification.
- 2.4 To the extent contractually agreed and deviating from section 4.8.2 ADSp, the TO must load the goods in a manner that is safe for transport and operation and shall perform the unloading. The TO must provide the necessary load-securing equipment (lashing straps, anti-slip mats, edge protectors, etc.). These must comply with the rules of the respective technology and, in particular, with VDI (German Association of Engineers) guideline 2700 et seq. The TO must also ensure that the loads are secured appropriately during transport and partial unloading. Goods transported on open vehicles by agreement must be effectively protected against the effects of the weather, in particular against damp conditions. The TO shall bear the cost of hazard prevention activities within the scope of traffic safety obligations on or for transport and any auxiliary equipment used.
- 2.5 Loading equipment (e.g. Euro-pallets, pallet cages, etc.) must be exchanged, provided they are used in the relevant transport order and unless otherwise agreed. They must be exchanged by the TO at both the loading and unloading points in the same type, quality and quantity, and on a concurrent basis. The loading equipment exchanged must correspond to a minimum of class C pursuant to UIC (International Union of Railways) standard 435-2/-4. The costs for exchanging the loading equipment will be included in the agreed freight rate. If it is not possible to exchange the loading equipment, the TO must obtain written confirmation of this in the form of a receipt signed by the customer. In this case, the TO may replace the loading equipment within fourteen days of unloading. The TO must provide written proof of the exchange of loading equipment

Sitz der Gesellschaft: Duisburg · Amtsgericht: Duisburg HRB 180

Geschäftsführer: Volker Grzybowski, Patrick Deutsch, Katrin Herzner-Beerbaum · Ust-IdNr.: DE815921252

Deutsche Bank Düsseldorf · BIC/Swift: DEUTDE33XXX · IBAN: DE89 3007 0010 0120 0120 00

Sparkasse Duisburg · BIC/Swift: DUISDE33XXX · IBAN: DE28 3505 0000 0200 4203 70

Deutsche Bank AG Duisburg · BIC/Swift: DEUTDE350 · IBAN: DE71 3507 0030 0177 7077 01 (USD-Konto)

- and send the proof and the original freight documents to the CL. The TO may submit proof that the exchange of loading equipment was refused at the loading/unloading point. If, after the expiry of a 14-day period, the loading equipment account shows a credit balance in favor of the CL, the costs for the respective loading equipment must be reimbursed by the TO as damages. To simplify this process, fixed damage compensation amounts are applied. The fixed damage compensation amounts are derived from the respective transport order. If no such fixed damage compensation amount is included in the transport order, the TO must reimburse the current, market-based replacement cost. Offsetting against outstanding freight claims is permitted. The TO reserves the right to provide proof of a lesser damage or a lower replacement value.
- 2.6 The TO shall manually document the acceptance and delivery of the goods on the freight documents provided for the purpose or using the available electronic systems in full and correctly, in particular stating the date, time, name in block capitals and his own signature. The TO shall inspect the goods at each interface in accordance with section 1.12 ADSp 2017 for identity, completeness, and external integrity; the obligation to inspect also includes seals and closures; the result shall form part of the documentation. Any damage must be immediately reported to the CL. When accepting sealed loading units, the obligation of the TO to inspect is limited to the external integrity of the loading unit and the seals. The TO must check any empty containers collected for external and internal damage.
- 2.7 The TO must obtain written confirmation of any irregularities in the goods, closures, seals and documents from the party from whom they are collected or to whom they are delivered, and must detail such irregularities.
- 2.8 The original freight documents must be submitted to the CL within ten days of the completion of the transport order. The CL may charge a processing fee of €50.00 if the TO exceeds this deadline. Any further claims of the CL shall remain unaffected. The TO reserves the right to provide proof of a lower processing fee.
- 2.9 Should the anticipated or deployed vehicle suffer a malfunction or is unavailable, the TO must immediately provide a suitable replacement vehicle, regardless of whether the TO is liable for such malfunction/unavailability. If the TO is unable to provide a replacement vehicle, the CL reserves the right to award the contract to another party after the expiry of a reasonable period set for the TO, unless such period is not mandatory under the statutory provisions. In this case, the CL may invoice the TO for the costs arising from the replacement transport order and offset them against the respective freight fee due to the TO, insofar as the TO is liable for the vehicle malfunction/unavailability.
- 2.10 The TO and any subcontractors deployed by the TO must wear the necessary protective equipment (helmet, high-visibility vest, safety shoes and goggles) when entering the loading and unloading points and shall observe the relevant employer's liability insurance association regulations and the instructions of the CL and his vicarious agents.
- 2.11 The TO must comply with the following safety rules when transporting goods:
- The TO must provide the CL with the following information prior to carrying out the transport order: vehicle registration number of the tractor unit and trailer, a photocopy of the driver's driving licence and the number or photocopy of the vehicle registration document;
 - The vehicle and the loading unit must be securely locked for the entire duration of the transport and whenever it is parked, even for short periods;
 - Breaks must be taken in secured and monitored parking areas; The driver must inspect the integrity of the lock and external walls/sides of the cargo space after each break;
 - Parking is prohibited within a 200 km radius of the French ports on the English Channel or the Eurotunnel. The Border Force Instructions, the Civil Penalty Prevention of Clandestine Entrants, Code of Practice and the Vehicle Security Checklist, issued by the Home Office (Border Force) UK, form an integral part of the transport order. Drivers must carry the Vehicle Security Checklist with them at all times.
 - The driver must be familiar with the use of the safety systems and carry the appropriate written instructions with him;
 - The TO shall ensure constant accessibility via mobile phone permanently installed in the vehicle (or GSM mobile phone as far as technically possible).

- 2.12 The TO must also implement the following security precautions for goods marked as particularly high-value in the transport order or for goods of unknown value:
- The vehicles must be equipped with a GPS or GSM monitoring system that enables location monitoring; if the vehicle has no GPS or GSM monitoring systems, the TO must use two drivers, at least one of whom must be in or near the vehicle at all times;
 - The vehicles must have an electronic immobiliser or other functioning anti-theft device (besides a door lock and steering wheel lock), e.g. an alarm system;
 - The TO shall ensure an internal and/or external 24/7 security centre to guarantee the alarm management if the alarm is triggered;
 - An emergency button to trigger an alarm is located in the tractor unit;
 - The connection between the tractor unit and the trailer must be alarmed;
 - The TO has the TAPA (Transport Asset Protection Association) TSR 3 (Trucking Security Requirements) certification or fulfils all the TAPA TSR 3 standards; the TO will submit the TAPA TSR 3 certifications to the CL on request.

3. Disruptions during transport

Any disruption to the transport order that may lead to delays must be reported immediately (by telephone and in writing); this applies in particular to accidents, damage to the goods or other impediments to transport/delivery. In any event, the TO must obtain instructions from the CL.

4. Compliance with customs regulations and the secure supply chain

- 4.1 The TO shall check sanctions lists, including those in accordance with Council Regulation (EC) Nos. 2580/2001, 881/2002, 753/2011 and 208/2014. Moreover, the TO shall have no contact with companies, persons and organisations listed in the above Regulations.
- 4.2 The TO shall, during transport, ensure that the operating facilities and transshipment points, where the goods are stored, loaded or transported for the CL, are protected from unauthorised access by third parties within the framework of a secure supply chain and that the personnel deployed are reliable.
- 4.3 The TO shall complete the export procedure in full and correctly for all goods transported on behalf of the CL from the customs territory of the Union to a third country. This must be carried out compliance with the currently applicable versions of the Union Customs Code (Regulation (EU) No. 952/2013 of the European Parliament and of the Council of 9 October 2013), Commission Delegated Regulation (EU) No. 2446/2015 of 28 July 2015), the German Foreign Trade Act, the Foreign Trade Ordinance, and the procedural instructions for the ATLAS export IT procedure. This includes, in particular, compliance with the two-stage export procedure with the presentation of the goods upon export (where necessary) and at the customs office of exit to ensure the correct processing of the export procedures and completion of the relevant supporting documentation.

5. Compliance with the legal regulations

- 5.1 The TO guarantees that his company, the vehicles he uses, the drivers he employs and, where applicable, any subcontractors fulfil all the legal requirements necessary to carry out the orders placed by the CL and that the TO will bear the costs of obtaining all the exemptions and special permits required. This shall also apply if the TO uses a subcontractor to provide the services due from him.
- 5.2 In particular, the TO must ensure that the
- documents the driver must carry with him will be presented in original form upon request by the CL or his contractual partners or agents. The CL or third parties designated and commissioned by the CL reserve the right to document any relevant inspections and, in particular, may make and store copies of the documents submitted to fulfil the obligations of the CL, notably pursuant to § 7 c GüKG (German Goods Transportation Act).
 - In the case of the transport of hazardous goods, only drivers who have been instructed in accordance with section 8.2.3 ADR (European Agreement Concerning the International Carriage of Dangerous Goods by Road) and, where necessary, have a valid ADR certificate may be deployed. The vehicles must be equipped for the transport of

hazardous goods with orange markings in accordance with section 5.3.2 ADR, fire-fighting equipment pursuant to section 88.1.4 ADR and other protective equipment in accordance with section 8.1.5. ADR and written instructions pursuant to section 5.4.3 ADR.

6. Employment of subcontractors

The TO shall notify the CL in advance if he cannot provide the agreed services itself but will provide such services through a third party (subcontractor). The CL reserves the right to refuse the use of the subcontractor.

In the event of approved subcontracting, the TO shall ensure that:

- the subcontractor maintains valid insurance coverage in accordance with the requirements of these GTC;
- the subcontractor complies with the contractual conditions of this transport order;
- the subcontractor complies with the applicable minimum wage regulations and minimum working conditions; the TO must provide appropriate evidence (e.g. customs declarations, etc.) that he and his subcontractors are fulfilling the obligations arising from the Minimum Wage Act (MiLoG) upon request of the CL;
- he waives the exercise of statutory or contractual liens on the goods transported on behalf of CL;
- the subcontractor does not subcontract any additional services.

7. Minimum Wage Act

7.1 The TO shall comply with all the obligations to which he is bound under the Minimum Wage Act when carrying out orders for the CL. This includes, among others, the payment of the minimum wage when due to his employees employed in Germany or working for the TO in Germany, recording of working hours, etc. The TO shall also only use subcontractors who pay the minimum wage to their employees on time and who have also made a commitment in writing to the TO to comply with the provisions of the Minimum Wage Act.

7.2 At the request of the CL, the TO must provide appropriate proof (e.g. customs declarations, etc.) that he and his subcontractors are fulfilling the obligations arising from the Minimum Wage Act.

7.3 The CL shall be entitled to terminate the relevant contracts without notice should the TO refuse or be unable to provide the relevant documentation or should reasonable grounds exist to suspect a violation of the obligations of the Minimum Wage Act. The CL reserves the right to withhold remuneration until proof is submitted of the fulfilment of the obligations under Minimum Wage Act.

7.4 The TO undertakes to indemnify the CL upon first written request from all claims and demands of third parties, provided that the claims asserted and demands arise from an alleged breach of the obligations under the Minimum Wage Act by the TO or a subcontractor employed by the TO. This includes, among others, the claims of the TO's own employees, claims of subcontractor employees, official claims such as fines, official requirements and the respective legal costs and costs for legal defence.

The TO shall immediately notify the CL if claims are asserted against the TO by his own employees or subcontractors used by the TO, provided that such claims relate to the Minimum Wage Act, or if administrative offence proceedings have been initiated against the TO and the proceedings relate to the Minimum Wage Act. In such cases, the CL reserves the right to terminate the contractual relationship in whole or in part.

8. Remuneration

8.1 The TO shall be remunerated based on the prices stated in the transport order and shall include all costs and surcharges. The prices stated are gross prices. No entitlement to payment of the total price exists if the services are not provided in full. For billing purposes, only the services actually provided and the corresponding costs are relevant.

- 8.2 The TO will invoice the CL for the services provided. The CL will not accept invoices from subcontractors. Payment is due within 30 days of receipt of a verifiable invoice.
- 8.3 All invoices must be addressed as stated in the transport order without exception.
- 8.4 Payments will only be made if the following conditions are fulfilled:
 - Indication of the transport order number;
 - Enclosure of the consignment notes signed by the sender, carrier and consignee.
- 8.5 The TO will charge any costs incurred for traffic control measures and a potential police escort for large and heavy goods transport to the CL with no additional commission/processing fee.
- 8.6 Unless otherwise agreed in the transport order, downtime of up to two hours during loading/unloading will not be remunerated. A claim for demurrage only exists if the TO has complied with the slot designated for loading/unloading. If the loading/unloading period is exceeded for reasons for which the TO is not liable, the CL shall pay the agreed demurrage to the TO or, if this has not been agreed, an appropriate demurrage fee.
- 8.7 The TO shall notify the CL of any downtime that could be compensated beyond the stated demurrage-free period immediately after becoming aware of a potential delay. The right to demurrage shall be forfeited if no notification is issued. Downtimes must be proven to CL in writing within three working days after the end of the transport.
- 8.8 If time slots are designated to carry out an inspection on the delivery at the loading or unloading point, the right to demurrage shall be forfeited in the event of non-compliance. Downtimes must be confirmed by the sender/recipient with the date/time with the company stamp and signature on the consignment note.

9. Termination clause

If the contract between the CL and his customer is terminated, the CL reserves the right to terminate the contract with the TO without notice. In this case, the TO will be reimbursed for costs incurred up to the date of termination for transport orders already completed and in progress. Further claims are excluded.

10. Right of lien/retention/assignment

- 10.1 The exercise of a right of lien on the goods provided or the assertion of a right of retention by the TO is excluded, unless the counterclaims due by the TO are undisputed or have been legally established.
- 10.2 The TO may not pledge the claims against the CL. The assignment of a claim of the TO against the CL is only permitted if the TO notifies the CL in writing in advance of such assignment and the CL consents to the assignment in writing.

11. Liability

- 11.1 The liability provisions of the CMR apply to cross-border traffic. In addition, the provisions on freight business of the German Commercial Code (HGB) and the provisions of the German Civil Code (BGB) apply in the order in which they are listed.
- 11.2 Outside the scope of the CMR, the liability of the TO is governed by the provisions of the German Commercial Code on freight transactions.
- 11.3 In the case of the pre-loading of trailers and other transport equipment provided by the CL for transport by the TO and which can be secured (not necessarily lockable), the TO assumes liability for the accidental loss of the transported goods once the transport equipment is locked/secured and made available for collection at the agreed location.
- 11.4 The compensation due in the event of loss of or damage to the goods is agreed at 40 SDR/kg in accordance with § 449 (2) sentence 2 no. 1 HGB), in deviation from § 431 (1 and 2) HGB, unless the CL has agreed to a lower liability in his external relationship with his client. Any higher statutory liability of the TO remains unaffected.
- 11.5 The TO is liable for all damage caused by him, his drivers, subcontractors or the vehicles he uses. This also applies to damage to any trailers, semi-trailers and containers provided and third-party damage caused by a tractor unit and trailer combination during the period of provision of such. The TO is also liable for the actions/omissions of the subcontractors commissioned by him and his other vicarious agents.

- 11.6 The TO shall indemnify the CL against all claims by third parties asserted against the CL arising from his conduct and the conduct of his subcontractors and vicarious agents. This applies in particular to penalties, fines and other measures or claims asserted by authorities against the CL arising from violations.
- 11.7 The liability of the CL under §§ 414 and 455 HGB is limited to €125,000.00 per damage event. This limitation of liability does not apply to:
- Damage arising from injury to life, body and health;
 - Damage caused intentionally or through gross negligence by us or our vicarious agents, in particular in the knowledge that such damage is likely to occur;
 - A breach of essential contractual obligations within the meaning of section 1.16 ADSp 2017.
- In the event of a breach of essential contractual obligations, the CL's liability is limited to foreseeable, typical damage.

12. Insurance

- 12.1 The TO is under an obligation to insure his liability and to maintain the insurance contracts for the duration of the cooperation with the CL. The expiry of an insurance contract and/or the initiation of dunning proceedings pursuant to §§ 37 et seq. VVG (Insurance Contract Act) must be reported to the CL immediately.
- 12.2 The TO shall provide and maintain the following coverages in particular:
- o Traffic liability insurance with standard market conditions and coverage amounts which, in addition to the statutory minimum liability in accordance with § 7 a GüKG, also covers the maximum liability stipulated by the German Commercial Code of up to 40 SDR/kg and liability pursuant to CMR including article 29 CMR. Moreover, the cover required by the German Commercial Code must include transport services that are not subject to the German Goods Transportation Act permit. If a sublimit for qualified negligence has been agreed, the insurance benefit must be a minimum of €1 million per claim;
 - o Motor vehicle liability insurance with a minimum coverage amount of €50 million for property damage and €7.5 million for personal injury, each per claim;
 - o Business liability insurance with a minimum coverage amount of €2.5 million lump sum and €100,000.00 for processing and activity damages, each per claim;
 - o The TO must provide evidence of the conclusion and maintenance of the aforementioned minimum coverage amounts to the CL upon request and shall submit current insurance certificates issued by the insurance company, and shall provide information on the scope, exclusions, insured/covered amounts, sublimits (if applicable, also for qualified negligence), and deductibles;
 - o The CL may review the coverage concluded at any time. The TO will in particular provide evidence of timely payment of premiums, the extent of use of the cover, and any agreed deductibles upon request;
 - o The TO shall carry proof of valid transport liability insurance during transport and will present it to the authorised inspectors for inspection upon request pursuant to § 7 a (4) GüKG.

13. Other provisions

- 13.1 Duisburg shall be the exclusive place of jurisdiction for all disputes; article 31 CMR remains unaffected. The applicable law is the legislation of the Federal Republic of Germany. The place of performance is Duisburg.
- 13.2 Any additions, amendments or verbal side agreements to the transport order concluded must be made in writing. This also applies to any amendments to or cancellation of this written form clause.
- 13.3 Should one or several of the above provisions become invalid and/or unenforceable, this shall not affect the remaining content of the transport order.

This English version is a translation of the German version. In case of any discrepancies, ambiguities or differences in interpretation, the German version shall prevail.

