

General Terms and Conditions for Loading Orders FROM DTK

1. Scope

The present terms apply to the awarding of transportation services by **DTK Group** and all associated companies and subsidiaries, hereinafter referred to as DTK, insofar as mandatory national or international provisions (such as e.g. CMR) do not preclude them.

These General Terms and Conditions shall apply exclusively. Any deviating or supplementary conditions of the Contractor are not binding for DTK, even if DTK does not contradict them. The present conditions shall also apply if the performance is carried out unconditionally by the Contractor.

In case of a reference in these General Terms and Conditions to specific national institutions, offices, authorities, laws or legal regulations it is agreed – unless otherwise explicitly specified or unless the specific reference is directly applicable within the country of the ordering DTK branch – that the specific reference is understood as reference to the respective and/or comparable institutions, offices, authorities, laws or legal regulations in the country of the ordering DTK branch.

2. Subject of the contract

Subject of the contract is

- (a) the orderly and contractually agreed transportation of goods by the Contractor by making use of appropriate means of transport and suitable personnel, as well as
- (b) other ancillary services commissioned in individual cases (e.g. exchange of loading auxiliaries).

3. Rights and obligations of the Contractor

3.1 The Contractor maintains an independent business with own means of transportation and ensures autonomously and without limitation compliance with all of the following:

- (a) the required legal, regulatory or statutory requirements necessary for carrying out his business and the provision of services (for example, business registrations, current permit for road haulage) or
- (b) the otherwise agreed preconditions in this contract (e.g. the demands placed on the staff, means of transport, security standards, insurance).

The Contractor provides the appropriate information upon request by DTK and submits the requested proof of evidence.

3.2 The Contractor shall provide one or more suitable means of transport that are sufficient to carry the respective goods tendered by him and shall keep these in a perfect, clean and safe condition. The transport of people and live animals is prohibited.

Should the Contractor transport food, then he should commit himself to ensuring that food safety, legality and quality are maintained. The means deployed for transport including trailers and superstructures must also be odourless, clean, closed, dry, technically flawless and in a suitable state to transport foodstuffs.

The Contractor shall ensure that the means used for transportation is equipped with appropriate load securing elements (e.g. locking rods, intermediary walls fasteners, straps, chains, nets and non-slip mats) on board. The driver must check the goods when taking them over for their external integrity, as well as perform appropriate cargo security checks. The Contractor is responsible during the entire transport for continuously checking and/or for follow-up control checks that the cargo is properly stowed. Also, in case partial unloading takes place more than once, a corresponding security check of the load and/or follow-up adjustment is to be ensured right up to the last unloading point.

3.3 In case the transport is commissioned within temperature regulated transport, the following shall apply in addition:

Only means of transportation and trailers with a valid ATP certificate may be used for temperature-controlled shipments.

As far as the means of transport, trailers and/or superstructures should bear the logo DTK, the Contractor undertakes to use this means of transport also in case of other activities only for transportation of food or goods of food grade.

The Contractor guarantees that the current statutory provisions, regulations and hygiene rules (e.g. Regulation (EC) No. 852/2004, Regulation (EC) No. 853/2004, LFBG, IfSG) shall be observed.

The Contractor guarantees corresponding pre-cooling of the refrigeration body and/or cooling bodies of at least one hour prior to loading at the specified site. The Contractor agrees to undertake comprehensive documentation of the cooling chain by means of calibrated or verified temperature recorders/data loggers and archiving according to the statutory retention periods, but for at least 40 (forty) months. Upon the request of DTK, this documentation shall be made available immediately by the Contractor free of charge.

The regular maintenance of the means of transport, in particular the refrigeration equipment, i.e. cooling unit, refrigeration body and temperature recording system is carried out by the Contractor, documented and substantiated upon request. Furthermore, regular cleaning, especially of the interior and exterior construction, is to be carried out by the Contractor, documented and substantiated upon request.

Compliance with the temperature control as specified in the individual contract is to be deemed as agreed, and unless expressly agreed otherwise, the refrigeration unit shall be turned on and shall remain in operation during the whole transport period, regardless of the outside temperature.

3.4 As a basic principle, transshipments and additional loadings are not allowed with fully chartered loading units.

3.5 If it is not possible for the Contractor to perform his duties according to the previous provisions, he shall inform DTK promptly. DTK is then entitled to dispose of the contracted carriage of goods otherwise, whereby the Contractor shall bear any additional costs incurred.

3.6 Unless otherwise agreed in writing, the replacement of loading auxiliaries shall be deemed to be agreed. For the purposes of exchanging loading auxiliaries, the Contractor shall receive an additional charge, which is already taken into account in the respectively applicable compensation rate.

The loading order shall be deemed as accepted only with the return of packaging in terms of the number of units acquired. That means, the agreed cargo fee is only due when loading aid replacement has been undertaken or made in accordance with the following provisions.

Upon delivery of the goods to the delivery address, the Contractor is obliged to return the acquired packaging of the same respective type and quality (UIC standard 435/2-4, DIN 15146/4 or EHI job profile) within 14 days after taking receipt at the respective place designated for loading or at a delivery place informed by DTK .

If the loading aid account shows a claim in favour of DTK after the 14-day return period has lapsed, the respective costs per unit load of auxiliary materials shall be invoiced. DTK is entitled to charge these amounts with the due amount of freight payment and to disregard any returned packaging after this deadline for amortisation of the invoiced loading aid debt in this respect.

For the case that the Contractor undertakes when collecting goods and commodities from DTK and/or third parties (customers of DTK) to replace the packaging "step by step", he is obliged to confirm receiving the packaging replacement either by DTK or by a signed receipt from the customer. If the receiver of the goods should have no packing material available to make the exchange (or there possibly is a special agreement), a loading aid reduction shall only apply after a written confirmation has been given by the customer. Should replacement of loading aids at the receiver for reasons, which the Contractor has to accept as the carrier, not take place, DTK is entitled to charge the Contractor the costs arising through the non-exchange of materials.

Missing EUR-Pilts will be charged at 12,50 EURO + an admin fee of 20 EUR pr invoice.

Furthermore, the number of accepted loading auxiliaries must match the loading aid details given in the bill of lading. Any otherwise contrary provisions according to e.g. VBGL/AGL shall be excluded.

Should the receiver use a pallet service provider (such as DPL), this shall not fundamentally relieve the driver from the obligation to exchange the loading auxiliaries step by step on site. Should this not be possible or be implemented, the pallets which are handed over shall be acknowledged in writing, respectively. Acknowledgement shall be made in such a way that a later claim to loading auxiliaries against the receiver is not ruled out.

IMPORTANT: Even if no loading aid exchange has been agreed in the loading order, nevertheless all loading aid movements, both upon collection and delivery, must be documented using signed documents!

3.7 In the case of the transport of so-called reimbursement / market regulation commodities, the following shall be deemed as agreed: the customs documents handed over to the Contractor (in particular, the TC11 paper / T5 / export declaration for reimbursement purposes) have to be completed by the Contractor for the respective Customs Office. Any customs documents received back (stamped TC11 paper) and/or confirmations should be submitted immediately by the Contractor to DTK or a DTK appointed receiver as originals. In the case of a failure to comply with this obligation, the Contractor is liable for all resulting damages (e.g. loss of reimbursement) to DTK and shall release DTK in full at first request. DTK expressly reserves the right to settle appropriate amounts with any claims of the Contractor.

3.8 The Contractor is obliged to observe all relevant legal requirements – in particular all requirements concerning antitrust and competition law, as well as corruption, bribery and other criminal acts.

3.9 Insofar as the Contractor, when performing or as part of the commissioning and when carrying out the contract, collects, stores, processes, uses or transmits personal and other data - both from DTK, as well as its customers -, the Contractor undertakes to restrict such usage to that which is absolutely necessary for fulfilment of its contractual obligations.

In particular, the Contractor undertakes to fully observe the applicable statutory provisions for data protection in its respectively valid version - for example, the Federal Privacy Act in Denmark.

The Contractor has to take technical and organisational measures in accordance with the legal and contractual requirements for confidentiality, security and privacy, and to protect data, in particular to protect access by third parties to all data in any form whatsoever.

The Contractor will inform all persons authorised by him, employees and other vicarious agents about this clause and obligate them to observe this. In particular, the Contractor will pledge these persons to comply with the applicable legal regulations on data protection in the form of a written "Declaration on data privacy" and present this declaration upon request.

3.10 The data necessary for contractual processing by the Contractor shall be saved. The duration of data storage shall be

according to the statutory retention periods. All data, in particular personal data, shall of course, be treated confidentially. The provisions of the Federal Data Protection Act are to be observed. The Contractor agrees that DTK is allowed to transmit personal and business-related data as part of the purpose set down in the contract to customers. The Contractor also agrees that DTK is allowed to transmit personal and business-related data to renters or lessors of transport media, which have secured their claims by a separate written cargo assignment agreement between the lessor, the Contractor and DTK, upon their request. These notifications are made in compliance with the Federal Data Protection Act.

3.11 The Contractor is allowed only after written approval by DTK to advertise in promotional materials of any kind and in particular on its homepage using DTK as a reference.

3.12 The Contractor assures that it will maintain at least the customary requirements for the safety of the transport chain.

3.13 If hazardous goods are to be transported according to the ADR, the following requirements are to be satisfied in addition: as a matter of principle, the observance of all applicable ADR regulations is to be complied with by all vehicle holders, carriers, and drivers.

The crew of the vehicle must possess a valid driver's licence, a valid ADR certificate and a photo ID.

In the case of hazardous goods transport above the exemption limits according to section 1.1.3.6.3 ADR, the transport unit is to be marked with warning signs.

The no-smoking regulations should be strictly observed for loading and unloading stations.

The regulations for loading and unloading, transporting, and monitoring during parking and stopping must be observed.

Depending on the type and quantity of the hazardous goods, the vehicle and crew are to be equipped with the following, according to the regulations:

- one chock per vehicle, the dimensions of which must be adapted to the maximum permissible mass of the vehicle and the diameter of the wheels,
- two stand-alone warning signs
- a shovel,
- a duct cover,
- a collecting container,
- eye-rinsing solution
- for each member of the vehicle crew:
 - o a warning vest,
 - o a portable illumination device (hand-held torch) according to 8.3.4 ADR,
 - o a pair of protective gloves, eye protection equipment (e.g. safety goggles),
 - o an emergency escape mask (filter type: A1B1E1K1-P1 or A2B2E2K2-P2),
 - o written instructions, which are to be understood by the crew of the vehicle,
 - o 2 fire extinguishers which meet the requirements of section 8.1.4 of the ADR

3.14 The Contractor has to inform DTK immediately about any incidents or accidents in connection with the shipment.

4. Use of Subcontractors

The Contractor agrees to perform the contract by principle with its own employees.

Passing on the contract to a third party and/or the use of subcontractors and/or temporary firms is only permitted with prior submission of the names and address and written approval by DTK. If the contract is passed on to a third party then the requirement for the payment of the agreed remuneration to the Contractor is the evidence is presented showing that the Contractor has paid the third party.

5. Adherence to statutory regulations, contract penalty

5.1 The Contractor agrees expressly to select reliable personnel exclusively and to check if its employed drivers are listed in the pertinent sanction lists pursuant to the EC regulations Regulation (EU) No. 753/2011, Regulation (EC) No. 2580/2001 and Regulation (EC) No. 881/2002 and if that is the case, not to use them for the transports of this agreement. The Contractor acknowledges and agrees that– in order to meet the existing legal requirements – also DTK is going to check whether the data of the Contractor concurs with the sanction lists and, if need be, shall report the respective data to the pertinent authorities under exclusion of any further claims by the Contractor.

5.2 This applies in particular for Germany, also in view of Sections 7 b et seq. of the Law on road haulage of goods (GüKG). According to that law the Contractor is obligated to employ only those non-EU nationals who have a valid work permit. The Contractor is obligated upon demand to provide DTK with all information and documentation required pursuant to the Road Haulage Act, cf. Sections 7 c, 7 d GüKG.

5.3 While performing the transport contract, the Contractor is obliged to comply with the pertinent national regulations in connection with the minimum wage, the fight against illegal employment and social security law and to fulfil the requirements set forth therein. He shall ensure that sub-contractors and all other subordinate contractors comply with these provisions.

5.4 The Contractor shall indemnify and hold harmless the Client, at first demand, from and against all and any claims which the employees of the Contractor, the employees of the Contractor's sub-contractors and the employees of all further subordinate sub-contractors and hire companies may assert against the Client in this connection.

5.5 Upon request, the Contractor shall submit appropriate evidence that all employees working for him and his sub-contractors were paid the minimum wage in accordance with the pertinent national minimum wage law. The Contractor shall ensure that these obligations are fulfilled by concluding pertinent contracts with his sub-contractors.

5.6 If the Contractor culpably violates his obligation to pay the minimum wage to his employees, the Client shall be entitled to give extraordinary notice of termination to the Contractor without notice. Further claims (e.g. for compensation or release) remain unaffected by this provision.

6. Remuneration

The Contractor receives the fees agreed for his services according to the respective individual orders.

Payment of the freight bill will only be made upon presentation of the acknowledged original signed bill of lading (CMR) (name additionally printed in block letters) stating the trip number and/or a copy of the T1 or T2 forms (alternative certificates) confirmed by the receiving customs office / authorised consignee. Additionally all delivery notes, weight notes and pallet notes has to be delivered.

Remuneration for demurrage can only be asserted by the Contractor insofar as this has been expressly agreed in writing with DTK before commissioning with regard to waiting times and extent.

The Contracting Parties agree that DTK may settle its claims with the Contractor with the service charges.

Payment conditions are current month + 45 days after receipt of all documents. In case of non-delivery of the documents within 2 weeks after end of the transport we will invoice an admin fee of 20 EUR/shipment. The admin fee will not be reimbursed upon later delivery of documents.

7. Liability / Insurance

7.1 The Contractor shall be liable for all transport services according to the General Conditions for Transport, Forwarding and Warehousing of the Nordic Association of Freight Forwarders, NSAB 2000.

The Contractor is in principle obliged to ensure that his liability is covered by adequate insurance. This also has to include the contractors appointed by him, so-called subsidiary liability. The Contractor shall maintain in this context all obligations imposed upon him by his insurer (e.g. guarded parking lot, anti-theft devices, etc.).

7.2. Applicable to Germany:

The Contractor shall be liable for all transport services according to the provisions of the commercial code (HGB) regarding the freight business, with the proviso that the liability for damage to goods in accordance with Article 449 para. 2 No. 1 HGB shall amount to 40 units of account per kilogram of the gross weight of the lost or damaged goods. Insofar as a lower liability should be used in the relationship of DTK to its customers, the liability of the Contractor is reduced to the same extent.

The Contractor is obliged to take out an insurance policy cover and to carry a respective insurance certificate during transport and in the vehicle in accordance with Article 7 a Law on road haulage of goods (GüKG). This insurance shall include an excess of up to a maximum of EUR 500.00 for local transport use or EUR 2,000 for long-distance use and/or use in cross-border traffic. Insofar as the Contractor carries out cross-border transports for DTK, he shall be liable according to CMR and must prove to DTK that he has taken out insurance which covers full liability under CMR (including Article 29 CMR) and at least an insured sum of EUR 300,000.00 per claim (also for damages pursuant to

Article 29 CMR). The Contractor shall certify the necessary insurance cover to DTK by presenting the policy and receipt of premium payment and thus relieves his insurer from maintaining confidentiality in this respect.

The Contractor is obliged to take out insurance cover for foreign equipment to be used for semi-trailers from DTK, to maintain it for the duration of the contract and to prove this at any time upon request by DTK by presenting the valid insurance policy. The Contractor can choose the additional liability coverage of the insurance as part of the transport operator's liability insurance cover with DTK.

The Contractor bears the responsibility for the proper loading and unloading of his vehicle and loads the goods independently, ensuring the safety of the goods during operation and transport.

Should the commissioning in individual cases be - contrary to the views of both parties - a so-called carrier's contract, the above provisions shall apply analogously for the liability and the insurance.

The liability of DTK pursuant to sections 414, 455, 468, and 488 HGB is limited to EUR 200,000 per Damage Event. The aforementioned liability limitation does not apply in case of personal injuries, such as injury of life, body and health, if the damage was caused by gross negligence or wilful intent of the Principal or its vicarious agents, or infringement of Material Contractual Obligations, whereas the latter is limited to predictable and typical damages.

8. Confidentiality / Consumer protection

8.1 The Contractor undertakes to maintain strict confidentiality about any information which becomes known to him (e.g. information about DTK or its customers).

8.2 The Contractor is obliged to undertake customer protection towards DTK. He may not take on transport orders from DTK customers who - either directly or indirectly via third parties - have become known to him in the course of his activities, which correspond in their nature to the services in this agreement, nor may he pass these customers on to third parties. Customer protection refers to in geographical terms the area which corresponds to the commissioning of a sub-contractor by DTK on the basis of this agreement. For each case of infringement, the carrier shall pay the forwarding agent a contractual penalty amounting to EUR 10,000.00. Damages exceeding this amount can be claimed by DTK.

9. Miscellaneous

9.1 These terms and conditions shall apply to both parties in the version that is valid at the time the order is placed. By placing the order, the Contractor acknowledges the validity of these conditions.

9.2 Deviations, changes or supplements to the regulations listed in these terms and conditions require written confirmation on the part of DTK for them to be valid. This also applies to the waiver of the written form requirement.

9.3 In the event of a legal dispute, the place of jurisdiction for both parties shall be the headquarters of the contracting DTK subsidiary, unless otherwise agreed in the individual case.



