

General terms and conditions for transportation services **(AGB TransSped)**

These General Terms & Conditions shall apply to all transportation services provided by companies belonging to the Willi Betz Group. Customer's general standard terms and conditions shall not apply, regardless of whether they contain differing or amending provisions compared with these General Terms & Conditions. These General Terms & Conditions shall also apply in the event that the assigned Betz Company is aware of differing or conflicting standard terms and conditions of customer, performs under the agreement without reservation. Customer accepts these Terms & Conditions with placing its order.

1. Basis upon which services are provided

Willi Betz Group and all its affiliated companies and subsidiaries – hereinafter referred to as "Betz" – shall organize their freight services of transporting of goods by road considering the requirements of applicable EU-Regulations on specific restrictive measures directed against certain persons and entities with a view to combating terrorism ((EC) Nr. 2580/2001 and (EC) Nr. 881/2002) on the basis of the latest version of the national applicable Forwarders' Standard Terms and Conditions (e.g. Germany: *Allgemeine Deutsche Spediteurbedingungen - ADSp*) and any regulations which compulsorily apply in the European lorry sector (e.g. "CMR").

It is in the sole discretion of Betz to decide which means of transport or route of transport shall be used, provided there is no binding written agreement with the customer concerning the the means of transport or the route of transport.

It is explicitly referred to the limitation of liability determined in the national Forwarders' Standard Terms and Conditions and the CMR as well as to the rules of liability for multimodal transportation.

For example: Clause 23 of the German Forwarders' Standard Terms and Conditions (Allgemeine Deutsche Spediteurbedingungen - ADSp) limits the statutory liability for damage to goods under Paragraph 431 of the German Commercial Code (HGB) to 5 EUR/kg for damage in the custody of a carrier; to 2 SDR/kg in the case of multi-modal transportation including a seaborne transportation and beyond this to EUR 1 million per claim or EUR 2 million per event of loss or 2 SDR/kg, whichever sum is greater.

2. Scope of Services

Willi Betz accepts and transports full-load, partial load and groupage freight consignments from door-to-door. The Betz branch will upon customer's request inform about the concrete scope of services.

Services regarding private customers (in particularly delivery to private recipient) shall be excluded.

The consignor/recipient must be ready to take delivery during normal local acceptance/delivery times. The recipient must ensure that the consignment is received immediately without delay.

3. Lead time

To meet the agreed upon lead time presuppose that customer and the responsible Betz branch defined the exact time of acceptance of the goods. The lead time stated assumes normal traffic and weather conditions. Force majeure of any kind (e.g. strike, lock-out, governmental obstacles such as smog alarm, compliance with statutory/governmental regulations in relation to the value of goods and procurement of the goods) release Betz from the lead time stated and related compensation claims.

Lead times predefined by customer are only binding if Betz accepts those lead times in writing.

Deliveries on Sundays and on (state, regional and local) public holidays cannot be guaranteed. Deliveries on Saturdays require the prior coordination with the relevant Betz branch. The customer must provide information on any delivery restrictions, such as, for example, in areas where there are traffic calming measures. Lead times stated in offers of the relevant Betz-branch in no case represent a guaranteed delivery time. A possible compensation with regard to lead times not met is in any case limited to three times the amount of the original freight costs.

4. Good restriction

Dangerous freight, classified in accordance with ADR, is accepted only in accordance with the statutory regulations and prior written agreement with the relevant Betz branch.

Generally excluded from transport are goods including but not limited to: precious medals, jewels, paper money and other means of payment, bonds, documents and certificates, personal securities, works of art, antiques,

paintings, sculptures, unpacked furniture, living animals and plants, temperature dependent goods, weapons or ammunition of all kind.

The customer must notify in advance the respective Betz-branch of valuable goods or goods likely to be stolen (e.g. pharmaceutical goods, telecommunication or entertainment electronics, hard and software, computer and IT-parts, tobacco, spirits etc.) as well as goods with a higher value than 50 EUR/kg giving to make it possible for the respective Betz-branch to decide whether to accept these goods and/or to prepare for appropriate special measures ensuring a safe and damage - free order processing.

5. Loading/unloading, cargo security

The consignor shall be responsible for safe and reliable loading in accordance with applicable laws and regulations and the latest state of the art; as well as for the according reloading. The consignor and the recipient shall be responsible for any third person, acting on their behalf. Betz will provide a safe and reliable loading only against adequate compensation. It is explicitly pointed out, that Betz instructed its drivers not to support during loading and unloading, unless such a support is not agreed in writing. If the driver helps anyhow, Betz will not be responsible for damages that occur with such obligingness.

There is only a certain reasonable time for loading and unloading of the goods available. For full load consignments (except bulk goods) of a customer with vehicles with a 40 t gross vehicle weight the loading/unloading time (only 1 loading place and only 1 unloading place) shall be max. 2 hours flat for loading and unloading each, except as otherwise agreed upon. For vehicles with a lower gross vehicle weight the loading/unloading time will be reduced respectively.

The loading time starts with the agreed point in time, the vehicle has to make available. Is the vehicle available later then agreed upon and the customer accepts this delayed availability, the loading time starts with availability of the vehicle.

Unloading time starts as soon as the recipient has full authority to dispose about the goods. In case of doubt this is the point in time in which a person, having full authority to dispose about the goods, receives its designated copy of the waybill or of another accompanying document.

In the case that Betz has to wait because loading/unloading time is not met, either due to contractual agreement or for reason outside of Betz control, Betz may charge a reasonable compensation of EUR 40, 00 for each commenced hour.

6. Packages / packaging

Regardless customer's obligation to provide safe and reliable loading, the consignments handed over to Betz must be packaged in a manner which is suitable for a usual and correct transportation process to avoid damages to the goods. Euro pallets and cage boxes will be swapped against payment of a charge upon request. The exchange may happen day-shifted.

7. Weight, dimension and labelling

The consignor is obliged to state on the forwarding order the gross weight of the consignment (including packaging material, cage boxes and/or Euro pallets) as well as its correct dimension. Maximum loading weights have to be coordinated early enough with the responsible Betz-branch. The customer is under an obligation to mark each package correctly in accordance with the applicable national Forwarders' Standard Terms and Conditions (e.g. in Germany: ADSp).

8. Shipping order

Shipping orders must include all transport specific information (loading address, loading time frame, weight, volume, number of packages, description of goods, unloading address, etc.)

9. Customs consignments

Consignments intended for a third country must be accompanied by the statutorily required export documents and the import documents required for the importation into the respective third country.

Consignments subject to customs control (e.g. consignment note T1/T2, TIR carnet, ATA carnet, bonded warehouse goods, inward processing goods etc.) can only be accepted with the prior agreement of the relevant Betz-branch and subject to compliance with the customs provisions and foreign trade laws. The dispatch of goods, which are subject to prohibition and restrictions and/or goods for which trade policies are applicable as well as the dispatch of spirits and regulated goods, is only possible following the prior agreement of the relevant Betz-branch and subject to the condition that transport is excluded.

The lead times can be longer in the case of customs consignments.

10. Freight and Charges

The carriage charges shall be calculated in accordance with the valid offer by the responsible Betz-branch.

The respective payment modalities must be agreed between Betz and the customer in accordance with the terms of the placed order. Invoices are payable immediately after receipt. Default of payment shall be deemed automatically ten (10) days after the due date at the latest. In the event of any default of payment Betz will charge default interest in accordance with the mandatory provisions.

For loading dangerous goods a separate dangerous goods fee shall be charged per consignment. On customer request Betz will conclude to cargo damage insurance with conditions being usual within the European Union on customer's expense and in accordance with customer's instructions.

11. Offset

The customer may only exercise any right of retention or offsetting against claims that are uncontested or recognized by declaratory judgment.

12. Applicable law place of jurisdiction

The contractual relationship shall be governed by the national laws and regulations at the place of the respective Betz-branch that accepts the order. The place where the Betz-branch which accepts the order has its registered office shall be deemed to be the place of performance and the place of jurisdiction provided the parties concerned are merchants. These terms and conditions shall apply to both parties in the version applicable at the time the order is placed.

13. Miscellaneous

Any alterations and amendments to these Terms & Conditions must be made in writing in order to be valid and must expressly indicate that they constitute an alteration or amendment hereto. This shall similarly apply to any waiver of this written form requirement.

Should one or more of the provisions hereof be or become void or invalid, the parties hereto undertake to replace such a provision with a valid provision which approximates the economic purpose or intent of the void or invalid provision as closely as possible. The validity of the remaining provisions shall remain unaffected thereby.