

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR TRANSPORT ORDERS COMMISSIONED BY PANEUROPA TRANSPORT GMBH

1. Scope of application

- 1.1 The following general terms and conditions (hereinafter referred to as "Terms and Conditions") apply to all services offered by Paneuropa Transport GmbH, Harmer Strasse 43, 49456 Bakum, Germany (hereinafter referred to as "Paneuropa") for shipments within Germany and across borders via road freight transport and multi-modal transport, and for which Paneuropa commissions a third-party to act as a freight forwarder (hereinafter referred to as the "Contractor").
- 1.2 In the event of any discrepancies or contradictions between these Terms and Conditions and any other special conditions agreed between the parties, the special conditions shall take precedence.
- 1.3 The general terms and conditions of the Contractor shall only be applied if they have been expressly accepted by Paneuropa. Any terms and conditions contained in the Contractor's order confirmations that supplement the Terms and Conditions of Paneuropa or deviate from these shall not be binding for Paneuropa unless Paneuropa has expressly agreed to them in writing.
- 1.4 In the case of transports within Germany, Sections 407 et seq. of the German Commercial Code (HGB) shall apply. In the case of cross-border shipments, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply.
- 1.5 Transport orders shall also be executed under exclusion of terms and conditions of business and industry associations, in particular the ADSp, VGBL and the DTLB in Germany.

2. Definitions

- 2.1 The terms commodities, goods, cargo, transported goods and consignments are used as synonyms. They refer to goods and units of goods (packages, colli) that are to be handed over to the Contractor by Paneuropa in its own name in order to provide the services defined in Section 3.
- 2.2 Handover is defined as the first legitimate taking of possession of goods by the Contractor, while delivery is to be understood as the voluntary transfer of a commodity to a legitimate consignee.
- 2.3 The transport route is the route travelled by a commodity from the location where possession is taken of it to the location where it is delivered.
- 2.4 Transport orders or orders are all contractual obligations that relate to the specific provision of services in the form of goods transports.
- 2.5 The consignee is the individual or entity to whom or which the commodity is delivered in accordance with the order.

3. General scope of service

- 3.1 The Contractor shall transport goods, to be defined by Paneuropa, in accordance with these Terms and Conditions, and as further specified by the transport order in question and the associated transport documents (in particular bills of lading, consignment notes), and shall deliver such goods to the consignee specified in each transport order from Paneuropa.
- 3.2 The Contractor shall further provide any additional services as may be specified in the transport order in question. Specific provisions explicitly agreed on in a transport order shall take precedence over these Terms and Conditions in the event of contradictions or discrepancies.

4. Order execution

- 4.1 Notwithstanding Section 412 HGB, the Contractor shall load and unload the goods, load them safely and securely, and adequately guard them. How adequate guarding of the goods is to be defined depends on the type and scope of the transport order; breaks are only to be taken in guarded and video-monitored car parks. The Contractor shall ensure compliance with labour and safety regulations. Section 5 of these Terms and Conditions shall remain unaffected by this provision.
- 4.2 Unless expressly agreed, the Contractor is not authorised to carry out any transshipment of goods.
- 4.3 Vehicle roadworthiness and the presence of all necessary equipment in the vehicle must be checked by the Contractor prior to transport. The equipment prescribed or agreed in the transport order (including load securing materials) must be carried along with the shipment until the end of transport.
- 4.4 The Contractor shall not be authorised to charge Paneuropa additionally for load securing materials or to purchase load securing materials on Paneuropa's account within the framework of the transport. If this is done contrary to this Section 4.4, Paneuropa shall be entitled to deduct these costs from the freight charges or to invoice the Contractor for these costs plus a processing fee of EUR 30.00 in each case. Paneuropa also reserves the right to claim further damages.
- 4.5 The loading and unloading dates/times specified in the transport order are legally binding. If a consignment arrives outside the working hours of the consignee, or if a vehicle arrives for pick-up outside the working hours of the consignor, or arrives too early in each case, the goods may only be loaded or unloaded with the consent of the consignor or consignee. The Contractor shall indemnify Paneuropa against any additional costs charged by the consignor or consignee as a result of such situations as described above.

- 4.6 By signing the documents that accompany the transport, the driver employed by the Contractor confirms the proper and complete acceptance and/or delivery of the number of packages or packing units shown in the documents.
- 4.7 The Contractor shall send all proofs of delivery by e-mail to Paneuropa (freight-invoice@paneuropa.com) immediately, and in any case no later than 10 days after delivery of the goods. Paneuropa reserves the right to charge a flat delay fee of EUR 35.00 in the event of culpable failure to transmit the aforementioned information. A prior reminder is not required here. Paneuropa also reserves the right to claim further damages.

5. Provision of means of transport; use of subcontractors

- 5.1 The Contractor shall provide manned means of transport (in particular trucks) in sufficient numbers and with sufficient loading capacity for the execution of the transport order.
- 5.2 At the latest one day before taking possession of the goods for the execution of the transport order, the Contractor shall provide Paneuropa, via e-mail, with the number plate of the vehicle with which the transport is to be carried out. Paneuropa cannot be held liable for waiting times resulting from the late submission of plate numbers.
- 5.3 The Contractor shall provide the vehicle units specified in Section 5.1 punctually on the dates / at the times specified in the transport order.
- 5.4 During transport, the Contractor must ensure that it can be reached and that its vicarious agents can be reached, for example by mobile phone.
- 5.5 The Contractor shall only use drivers who display the necessary reliability and have the required professional qualifications (including valid training certificates for the transport of hazardous goods, foodstuffs or other goods requiring this), as well as a valid driving licence and sufficient driving experience.
- 5.6 The Contractor shall ensure that the vehicles it uses are suitable and properly equipped for the shipment of the goods intended for transport. The vehicles, containers and additional equipment must be in perfect technical condition and comply with statutory and other regulations and, if applicable, with the special specifications for the goods to be loaded as stated in the transport order. In particular, all vehicles, containers and additional equipment must also be impermeable to water. Section 7 of these Terms and Conditions shall remain unaffected by this provision.
- 5.7 If the vehicle intended for the execution of the transport order should no longer be working, or if the vehicle used fails, the Contractor must, after informing Paneuropa in advance, immediately provide a suitable replacement vehicle, regardless of whether the Contractor is responsible for the failure. If the Contractor is unable to procure a replacement vehicle within a reasonable period of time, Paneuropa shall be entitled to organise such a vehicle itself. In the event that the Contractor is responsible for the vehicle failure, the Contractor must bear the costs of the replacement vehicle organised by Paneuropa.
- 5.8 The Contractor must notify Paneuropa immediately, at the latest within one day, of any events or incidences that impede the acceptance or delivery of goods, and also of any cargo shortages or damage. Paneuropa shall charge a flat processing fee of EUR 35.00 for any culpable failure to notify, or any culpable late notification. A prior reminder is not required here. Paneuropa also reserves the right to claim further damages.
- 5.9 Unless otherwise provided for in the transport order, the Contractor may only use third parties to fulfil its obligations under the transport order if Paneuropa consents to this in advance. If the Contractor uses a third party, such as a subcontractor, as a sub-carrier after the aforementioned consent has been granted, it must ensure by means of appropriate contractual arrangements with this third party that the provisions of these Terms and Conditions will be complied with by the third party, in particular the provisions of this Section 7.

6. Pallet exchange and loading equipment

- 6.1 Paneuropa (or Paneuropa's customer as the consignor) regularly loads goods onto Euro pallets and will, when its order is placed, provide information on the number of pallets it will use for loading. When collecting the goods, the Contractor shall be obliged to bring the corresponding number of empty Euro pallets of the same type and quality, and to hand these over to the consignor. After delivery of the goods on the Euro pallets to the consignee, the Contractor shall immediately exchange the pallets used for delivery for a corresponding number of empty Euro pallets ("double pallet exchange").
- 6.2 Upon acceptance of the goods and upon delivery to the consignee, the Contractor shall ensure that the exchange of the Euro pallets and/or other loading equipment (such as cartons or trays) or, if applicable, an omitted exchange, is documented and confirmed (in particular in the consignment note). The documents are to be sent to Paneuropa in accordance with the provisions in Section 4.7.
- 6.3 The remuneration for the exchange of Euro pallets and other loading equipment as described in Sections 6.1 and 6.2 shall be included in the freight charges (Section 11).
- 6.4 In the event of non-exchange, the loading equipment and securing equipment shall be invoiced at the usual market price and the Euro pallets will be charged at EUR 20.00 per pallet, plus a processing fee of EUR 35.00. Paneuropa shall be entitled to offset these costs against the freight charges. The Contractor shall be free to prove the absence of damage, or significantly less damage than is claimed. Paneuropa reserves the right to prove higher damages incurred by Paneuropa in connection with a pallet exchange executed contrary to the provisions in Sections 6.1 and 6.2.

7. Compliance with statutory regulations

- 7.1 The Contractor shall ensure that its company complies with all statutory regulations, and that the vehicles it uses and the drivers it employs in order to execute the transport order placed by Paneuropa also comply or are in compliance with all relevant regulations. The Contractor assures that it is in possession of all necessary authorisations for (cross-border) transport. The Contractor shall pay particular attention to observing driving and rest periods, familiarising itself with the contents of leaflets containing instructions on what to do in the event of an accident, and placing these leaflets in the prescribed locations in the vehicle(s).
- 7.2 In particular, the Contractor shall ensure that it, its drivers and any third party it may have to use for the given transport order (as is applicable in each case)
- 7.2.1 is the holder of a permit and authorisations in accordance with Sections 3 and 6 of the German Road Freight Transport Act (GüKG) and that the legally required documents are carried during the journey (such as a log book in accordance with Art. 5 of the CEMT Directive);
- 7.2.2 only uses drivers who have a valid driving licence and a valid passport or identity card, which must be carried by all drivers;
- 7.2.3 utilises only those foreign drivers from third countries, or subcontractors from an EU/EEA country, who have the required driving licence or work permit, and ensures that all drivers carry the prescribed documents (work permit or negative test) during the journey as originals and, if necessary, with an officially certified German translation as well;
- 7.2.4 only uses vehicles that have been approved for road freight transport in the home country of the Contractor or, if applicable, of the subcontractor;
- 7.2.5 pays at least the applicable statutory minimum wage in accordance with the Minimum Wage Act to drivers and other employees used by the Contractor to execute the transport order, and obligates any subcontractors used in a transport to do the same.
- 7.3 The documents to be carried in accordance with Section 7.2 must be presented in their originals at the request of Paneuropa or its contractual partners.

8. Instructions; exchange of information; procedure in the event of accidents

- 8.1 The Contractor shall comply with Paneuropa's order-related instructions that further specify the transport order, in particular with regard to loading and unloading dates/times.
- 8.2 The Contractor shall inform Paneuropa immediately of all circumstances essential for the execution of the transport order, in particular of any obstacles to transport and delivery as well breakdowns, accidents or other incidents that lead to delays along the transport route. If it is known that some type of transport obstacle will occur, the Contractor shall be obliged, to the extent that this is actually possible, to inform Paneuropa in advance and, if necessary, to obtain instructions from Paneuropa. The information provided by the Contractor must include the reason for the delay on the transport route, the measures taken by the Contractor and the probable new delivery date.
- 8.3 If cargo is damaged due to transport, the Contractor shall inform Paneuropa immediately and obtain instructions for action.
- 8.4 In the event of an accident or damage, the Contractor shall immediately notify Paneuropa of any (recognisable) damage due to transport as well as any loss of goods. The following information (insofar as it is actually relevant) must be sent to Paneuropa within a reasonable period of time in the form of a written report:
- Number plate(s) of the vehicle(s) involved, and the vehicle type(s)
 - Place, time and cause of the accident or damage
 - Names and addresses of those involved; information on injuries/deaths
 - Extent of product release, discharge, etc.
 - Consignment data
 - Measures taken by the Contractor
 - Contact information for follow-up communication
- 8.5 The Contractor shall inform Paneuropa of any complaints made by the consignee regarding the quality and quantity of the goods delivered. The Contractor shall ensure that the consignee notes its complaints in writing on the delivery receipt.

9. Transport documents and accompanying documents

- 9.1 The following documents must also be carried along with each transport: GüKG permit or EU licence / proof of insurance, proof of social insurance, driver's identity card (passport), work permit for drivers from third countries, (CMR) consignment notes, delivery notes.
- 9.2 If requested by Paneuropa, evidence of the existence of the documents mentioned in Section 9.1 must be presented before the transport is carried out, insofar as these documents are to be provided by the Contractor.
- 9.3 Transport documents and accompanying documents, in particular (CMR) consignment notes, commercial invoices, packing lists and customs documents, or their contents, may not be made accessible or handed over to third parties, except for official or other legally required checks or inspections.

- 9.4 Unless instructions to the contrary are issued by Paneuropa, the transported goods may only be handed over in exchange for a legally admissible receipt – i.e. the Contractor must ensure that the consignee acknowledges receipt of the transported goods with a company stamp, a signature and the date, whereby in this connection the unloading time must also be indicated on the consignment note.
- 9.5 The Contractor must keep the originals of the transport documents and accompanying documents for at least 10 years and present these originals to Paneuropa upon request.
10. Diligence and the safeguarding of interests
- 10.1 The Contractor shall perform the tasks assigned to it by the transport order, by these Terms and Conditions, and by law with the utmost care that is both possible and reasonable to expect from the Contractor.
- 10.2 Each party shall protect the interests of the other contractual partner and shall not take any action that could jeopardise the reputation, market position or creditworthiness of the other contractual partner.
- 11. Freight charges**
- 11.1 The freight charges shall be freely agreed on by the parties for each transport order. The applicable statutory value added tax shall be added to the respective freight charges.
- 11.2 The freight charges shall be considered to have covered all of the Contractor's expenses, in particular the road tolls incurred and all of the Contractor's normal and foreseeable services in connection with the shipment, in particular loading and unloading, if such was agreed in the respective transport order. The freight charges shall also be considered to have covered the costs of loading and other expenses in connection with the pallet exchange. Section 13 of these Terms and Conditions (Demurrage) shall remain unaffected by this provision.
- 11.3 Costs incurred by the Contractor in connection with obtaining and carrying out instructions from Paneuropa shall be reimbursed to the Contractor insofar as the Contractor is not responsible for these costs.
- 12. Invoicing and payment due dates**
- 12.1 The Contractor shall issue a proper invoice for the agreed freight charges to Paneuropa after the transport has been carried out. The invoice must include the trip number. The invoice must be accompanied by a receipt of goods document issued by the consignee (stamped and signed) in accordance with Section 9.4.
- 12.2 Invoices and supporting documents are to be sent to freight-invoice@paneuropa.com.
- 12.3 The invoice amount is payable and due within 60 days of receipt of a verifiable invoice containing the information and documents in accordance with Section 12.1.
- 13. Demurrage**
- 13.1 The Contractor shall be paid an appropriate demurrage fee, provided that it is present at the loading and unloading point in accordance with the provisions contained in the transport order. The amount of this fee shall be agreed by the parties upon conclusion of each transport contract, whereby four hours of loading and four hours of unloading shall be agreed as demurrage-free.
- 13.2 Idle time beyond that (demurrage) must be documented in writing by the transport company (place, date, time, driver's name, driver's signature, signature of the person responsible at the loading/unloading point).
- 13.3 The Contractor shall receive a demurrage fee if it has to wait an unreasonably long time during loading or unloading for reasons that are not attributable to its own sphere of risk. The appropriateness of idle time up until demurrage depends on the circumstances of the individual case taking into account demurrage-free periods in accordance with clause 13. 1 or an express agreement between the parties.
- 13.4 The Contractor shall include the demurrage fee resulting from the provisions in the paragraphs above as a separate item on the freight invoice.
- 14. Liability of the Contractor**
- 14.1 The Contractor's liability in cross-border transport shall be governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- 14.2 In the case of freight transports within Germany, the Contractor shall be liable in accordance with the provisions of the German Commercial Code. If Paneuropa and Paneuropa's customer have agreed on a standard liability sum for loss of /damage to goods that exceeds the statutory SDR 8.33 per kg of the gross weight of the consignment, the Contractor shall be liable in the same way as Paneuropa, but only to a maximum of SDR 40 per kg. Paneuropa shall inform the Contractor if such an agreement exists with Paneuropa's customer.

14.3 In all other respects, the Contractor shall be liable, unless strict liability without fault applies,

14.3.1 for the culpable causation of property damage (insofar as this is not damage to goods) and personal injury to legal assets and interests of Paneuropa, the customer of Paneuropa, as well as the consignee and its employees, committees or auxiliary personnel, and other third parties to whom Paneuropa is legally liable that have been caused by the Contractor in the performance of its contractually agreed services, whereby the Contractor is responsible for the culpability of its own employees or other persons whom it uses in the performance of its services to the same extent as it is responsible for its own culpability;

14.3.2 for other culpably caused financial losses, insofar as these do not constitute losses caused by delays, the Contractor shall be liable within the statutory limits of Section 433 HGB for the period of its custody and without limitation outside the period of its custody.

15. Liability of Paneuropa

15.1 Paneuropa shall be liable for damages, except in the event of a breach of essential contractual obligations (cardinal obligations), only if Paneuropa, its legal representatives or vicarious agents are guilty of intent or gross negligence.

15.2 Otherwise, Paneuropa's liability for negligence is limited to the damage typically foreseeable at the time the given transport contract was concluded.

15.3 The aforementioned limitations of liability shall also apply to claims in tort, but not to claims for damages arising (i) from injury to life, body or health, and (ii) in the case of mandatory liability under the Product Liability Act, (iii) the mandatory provisions of the CMR and the HGB, or (iv) in the case of the assumption of a guarantee by Paneuropa.

16. Insurance

16.1 The Contractor is obliged to insure its liability risk and to maintain the following cover for the duration of its cooperation with Paneuropa:

16.1.1 transport liability insurance at standard market conditions and with cover amounts which, in addition to the statutory minimum liability according to Section 7a GüKG, also cover the HGB maximum liability of up to SDR 40 per kg, as well as liability according to CMR, including Art. 29 CMR. Furthermore, HGB cover must include transport services that are not subject to the GüKG. If a maximum liability limit for wilful misconduct has been agreed, the insurance benefit must be at least EUR 1 million per claim;

16.1.2 business liability insurance with minimum lump-sum cover of EUR 2.5 million as well as cover of EUR 100,000.00 for processing and activity damages (amounts are per claim in each case);

16.1.3 motor vehicle liability insurance with minimum cover of EUR 50 million for property damage and EUR 7.5 million for personal injury (amounts are per claim in each case).

16.2 At Paneuropa's request, the Contractor shall be required to present the relevant insurance policy at the latest upon conclusion of the respective transport contract. The corresponding insurance document must be carried with the respective transport.

17. Customer protection clause

17.1 The Contractor shall remain free to conclude contracts with third party clients and to act on their behalf.

17.2 The Contractor is obliged to provide customer protection to Paneuropa for the duration of the business relationship and for 12 months after the completion of the transport order. The Contractor may not, either directly or indirectly via third parties, accept transport or freight-forwarding orders for national and/or cross-border freight transport from Paneuropa's customers that become known to it in the course of its activities.

17.3 A customer is either any client of Paneuropa, or the consignee. If it is unclear whether a customer of Paneuropa became known to the Contractor in the course of its work for Paneuropa, the Contractor must prove that it became aware of such a customer outside of its work for Paneuropa.

17.4 If the Contractor culpably violates its obligations under paragraph 1 of this clause, it shall be required to pay a contractual penalty of at least EUR 15,000.00 per case of violation, whereby Paneuropa may determine the amount at its reasonable discretion within the meaning of Section 315 of the German Civil Code, and the appropriateness of the contractual penalty can be reviewed by the competent court in the event of a dispute. Any further claims for damages shall remain unaffected. Any contractual penalty paid shall be offset against any claims for damages. The contractual penalty represents the minimum damage in such cases.

18. Confidentiality

The parties shall be required to treat as confidential all non-public information that becomes known to them during the execution of the transport order. Such information may only be used for the purpose of providing the service. The parties shall impose this confidentiality obligation on third parties that they use to fulfil their contractual obligations.

19. Final provisions

19.1 The law of the Federal Republic of Germany shall apply.

19.2 The place of jurisdiction for all disputes arising from or in connection with the transport order underlying these Terms and Conditions is Vechta, Germany. Art. 31 CMR shall remain unaffected by this provision.

19.3 The exercise of a right of lien or right of retention on the goods by the Contractor is expressly excluded.

19.4 Should any provision of these Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a valid provision that comes as close as possible to the economic intent of the invalid provision.