

General Terms and Conditions of Transport of Klenk Holz GmbH

1. Preamble

- 1.1 Our General Terms and Conditions of Transport are part of all requests and orders for the national and international carriage of our goods by road, even if transport on a part of the route is via ship or rail. Terms and conditions of the Carrier contradicting or deviating from our General Terms and Conditions of Transport shall not apply (including in particular the ADSp), unless we expressly approve such terms in writing. Our General Terms and Conditions of Transport apply even in the event that we place a freight order without reservation while being aware of terms of the Carrier which contradict or deviate from our General Terms and Conditions of Transport.
- 1.2 Our General Terms and Conditions of Transport shall also apply to all freight orders we may place with the Carrier in the future.
- 1.3 Any references to the applicability of statutory provisions is merely for purposes of clarification. In the absence of such clarification, statutory law will therefore still apply, unless such statutory provisions are directly modified or expressly excluded in the General Terms and Conditions of Transport.

2. Freight orders – sub-contractors

- 2.1 A request or entry in a web-based logistics platform (TRANSPOREON e-logistics platform) shall not constitute a binding offer on our part to enter into a freight contract, but only a non-binding invitation to the Carrier to invite us to make an offer for a freight contract pursuant to our General Terms and Conditions of Transport.
- 2.2 Freight orders will be issued to the Carrier orally or electronically (TRANSPOREON transport assignment) and shall bind us only if they are confirmed by the Carrier within the specified acceptance period in text form or electronically via TRANSPOREON.
- 2.3 In the event that the Carrier delegates our freight contract to sub-contractors or other third parties, this shall not release the Carrier from his contractual obligations. The Carrier shall ensure compliance of such third party with the terms of our freight contract by submitting such third party to appropriate contractual agreements. Delegation of the freight contract to third parties via a freight exchange is expressly prohibited.

3. Loading – load securing

- 3.1 The Carrier shall ensure that the permissible axle load of the vehicles and the statutory regulations of the transit countries concerning the vehicles are complied with. In the event that our cargo personnel loads the cargo, the Carrier shall inform our cargo personnel of the existing axle load of his vehicle and advise them on the proper load distribution in the vehicle.
- 3.2 The Carrier shall ensure that the transport poses no traffic hazard and secure the goods properly in compliance with Directive VDI 2700 ff. on load securing for road transport vehicles, § 22 para. 1 StVO (German Road Traffic Regulations), § 412 HGB (German Commercial Code). The Carrier shall carry sufficient equipment required to secure the load (anti-slip mats, wedges, tie-down straps etc.) and tie down and secure the load with wedges himself.

If the Carrier violates this obligation, we shall be entitled to direct him to take certain actions, demand reimbursement for our expenditures on means of load securing and deduct such expenses from the freight charge.

- 3.3 Before leaving our premises, the Carrier shall check again whether the load has been properly secured for transport (beförderungssicher) and whether the vehicle is appropriate for safely carrying out the transport (betriebssicher); this obligation applies even if the loading was carried out by us or a third party. At our request, the Carrier will confirm the result of his examination in writing before leaving our premises. In the event that the Carrier has concerns with regard to a load, he shall be entitled to decline transportation. Fines imposed due to

unsafe loading shall be borne exclusively by the Carrier. In the event that we as consignor or our employees are fined because of inadequate securing of the load, the following Clause 9.5 shall apply.

4. Reloading – exchange of unit loading devices – pallet account

- 4.1 The Carrier shall not reload the cargo.
- 4.2 At the place of loading, the Carrier shall sign a receipt regarding the number and type of pallets received from us and document any reservation with regard to their quality in writing. When making deliveries to wholesalers or retailers, the Carrier shall exchange all unit loading devices, in particular Euro pallets. The Carrier shall inspect the empty pallets offered by the receiver in exchange for the delivered pallets at the place of unloading to confirm their exchangeability (based on their outer appearance), issue a receipt regarding number and type of the accepted pallets and document any reservations with regard to the quality of the pallets.
- 4.3 We will maintain a pallet account for the Carrier in the form of a current account in analogous application of § 355 HGB.

We will reconcile the pallet account with the Carrier on a regular basis, either monthly or in such intervals as may be agreed upon. At his request, we shall inform the Carrier at any time about his pallet account balance

The Carrier is obligated to review the account balance. If the Carrier fails to object to the notified balance of his pallet account within 10 working days (receipt of complaint by us) after receiving such notification, the notified balance shall be deemed to have been accepted;

The Carrier shall settle the balance of his pallet account. If the Carrier fails to settle a balance owed on his pallet account within 6 working days after our request, we shall be entitled to charge the Carrier for the owed pallets at the price paid by us for pallet purchases in the relevant time period.

5. Transport documents – return of documentation

- 5.1 The Carrier shall fill out the transport documents (consignment note, delivery note, etc.) correctly and in particular confirm receipt of the number of packages and pallets in the consignment note.
- The Carrier shall ensure that the receiver signs the consignment note and confirms time and date of delivery.
- 5.2 Upon completion of the transport, the Carrier shall return to us the original transport documentation, signed by the receiver. Should the Carrier be unable to return the original documents within 6 working days, he shall ensure that, within that period, the transport documents are submitted in advance in text form (e.g. fax, e-mail).

6. Carrying out the transport – customs process – compliance with statutory law

- 6.1 The Carrier shall be responsible for properly carrying out his contractual obligations in compliance with all legal requirements and accepted technical standards.

Where necessary for the specific transport order, the Carrier shall in particular ensure,

- 6.1.1 that he, his drivers and any sub-contractors he may employ are in possession of the license and permission for such transport pursuant to § 3 German Road Haulage Act (GüKG) and § 6 GüKG (permission, Community license, third-country permit and/or ECMT permit) and carry the legally required documents during the transport;
- 6.1.2 that the drivers shall carry a record sheet in the vehicle according to Art. 5 CEMT-Directive (German Directive for the Issuance of ECMT permits);
- 6.1.3 that he as well as any sub-contractors he may employ shall only use foreign drivers from third countries (non-EU/EEA countries) and sub-contractors from EU/EEA countries with the required driver's licenses / the required work permit and he shall also ensure, that the drivers shall carry in the vehicle the required

original documents (work permit or negative clearance) as well as an officially certified German translation, if necessary;

- 6.1.4 that only drivers are used who are in possession of and carry a valid driver's license as well as a valid passport or official identity card;
 - 6.1.5 that consignment notes and loading documents are available upon departure and carried in the vehicle;
 - 6.1.6 that the original copy of the documents to be carried according to Clauses 6.1.1 to 6.1.5 shall be presented at our request or at the request of parties contracting with us;
 - 6.1.7 that the drivers shall comply with driving times and rest periods and study the safety instructions and carry these in the mandated places within the vehicle;
 - 6.1.8 that only vehicles are used which are validly authorised for the carriage of goods in the home country of the Carrier.
- 6.2 In the case of cross-border transports, the Carrier shall be responsible for the customs clearance and other official matters.

In this regard, the Carrier shall in particular submit a correct electronic presentation notification (Gestellungsanzeige) and arrival notification (Ankunftsanzeige) to the customs office at the point of exit in accordance with the ATLAS procedural instructions (ATLAS-Verfahrensanweisung). Should we as an ATLAS participant be fined due to a violation of the ATLAS procedural instructions or foreign trade regulations, Clause 9.5 (below) shall apply.

- 6.3 The Carrier shall be responsible and shall ensure that he, his sub-contractors and any other agents employed in the performance of the contractual obligations, shall pay the statutory minimum wage according to § 1 MiLoG (German Minimum Wage Law) to his/their employees in a timely fashion; the Carrier shall indemnify us against any claims asserted by employees of the Carrier, his sub-contractors and any other agents employed in the performance of the contractual obligations due to any violations of the duty to pay the statutory minimum wage. If we make payments upon any such claim, the Carrier shall reimburse us for the rendered payments without delay. We shall be under no obligation to defend against such claims. However, in such cases, the Carrier may request us to authorize him to defend against such claims, subject to the proviso that he shall indemnify us against any and all related costs.

7. Freight charges – terms of payment

- 7.1 Charges may not be increased. The charges stated in our offer for the conclusion of a freight contract are fixed and include all costs, ancillary costs and customs duties which might arise in connection with carrying out the contract.
- 7.2 We will only process invoices if such requests indicate our shipment number or the shipment number of TRANSPOREON. The Carrier shall bear the consequences if this obligation is not met, unless he is able to prove that he is not answerable.
- 7.3 We shall pay the freight charge within 14 days after receiving the invoice and the confirmed CMR with 3 % cash discount according to Clause 5.2 sent. 1 above. This period shall commence only after the Carrier renders full performance under the contract.
- 7.4 If we cancel a scheduled transport at least one working day prior to the scheduled loading, the Carrier shall not be entitled to any claims under § 415 para. 2 no. 1 and 2 HGB. This shall not apply for the reimbursement of expenditures already incurred for the specific transport, to the extent that the Carrier could reasonably consider such expenditures necessary and required.
- 7.5 The Carrier may assign his claim against us only with our prior written approval, which will not be unreasonably withheld; the same applies for the collection on such claim by third parties.

8. Place of loading/unloading – delivery times – late delivery, penalties

- 8.1 The times specified in the freight order for loading and unloading are binding; the same applies to the order of unloading specified by us. In order to avoid long downtimes, the Carrier shall book a time window via TRANSPOREON.

The Carrier shall wear a high-visibility vest when entering our loading area and leave our loading area immediately upon receiving the transport documents.

- 8.2 Decisive for compliance with the delivery time is the delivery of the cargo to the place of unloading specified by us.

Should it become foreseeable prior to the arrival of the cargo at the place of unloading, that the transport cannot be completed in accordance with the contract, or if obstacles to delivery exist after the arrival of the cargo at the place of unloading, the Carrier shall inform us thereof without delay and request our instructions.

- 8.3 If the cargo is not delivered at the agreed time, we shall be entitled, without prejudice to additional claims under the law, to claim damages occasioned by such delay from the Carrier, unless the Carrier is able to prove that he would have been unable to prevent such delay and avoid its effects even by exercising the utmost care.

The Carrier is aware that failure to deliver on time will often trigger a contractual penalty under our contract with the receiver, which may amount to several times the freight charge agreed with the Carrier. If such a penalty is triggered, it shall constitute damage occasioned by the delay and the Carrier will be obligated to compensate us for such damage. The Carrier shall be able to defend against such claim by arguing that the contractual penalty has not been triggered or not in the alleged amount. § 348 HGB shall nevertheless apply mutatis mutandis. For late domestic transports, damages shall be limited to three times the freight charge, unless the Carrier acted recklessly or intentionally and was also aware that the failure to deliver on time would trigger a contractual penalty. For cross-border transports, claims for damages arising from a failure to deliver on time shall be governed by the CMR. The option of increasing liability for cross-border transports by entering the special interest in on-time delivery in the consignment note against payment of a surcharge (Art. 26 CMR) shall remain unaffected hereof.

- 8.4 The unreserved acceptance of a late delivery shall not operate as a waiver of our claims due to the late delivery.

9. Liability

- 9.1 The Carrier's liability for cross-border transports shall be governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR). The provisions of the CMR governing liability shall also apply as a supplement for any parts of the route which are by ship and for combined transport which includes rail.

- 9.2 In regard to national carriage by road, as well as to combined transport where a part of the route is by rail or ship, the liability of the Carrier shall be governed by the provisions of the HGB (German Commercial Code), subject to the following variations:

- 9.3 By way of derogation from § 431 para. 1 and 2 HGB, the liability of the Carrier due to loss or damage shall be limited to a maximum amount of SDR 40/kg for transports within the country. This shall not affect any liability pursuant to § 435 HGB.

- 9.4 The Carrier shall be liable for any culpably caused property damage, insofar as it is not damage to goods, and for personal injury caused by the Carrier in rendering his contractually owed services to the legally protected interests of us, the receiver and their employees, corporate bodies and agents or other support personnel or other third parties to whom the Carrier is liable under the law; in this context, the Carrier shall be answerable for the culpability of his employees and other persons employed by the Carrier in the performance of his services as if it was his own.

- 9.5 In the event that the safety requirements or other requirements under public law are violated, the Carrier shall compensate us for all related fines and costs imposed on us and our employees. This includes in particular fines due to inadequate securing of loads, the violation of § 7c GüKG and the ATLAS procedural instructions.

For incorrect use of accompanying documents, for cross-border transport, damages shall be capped at the amount of the freight charge, unless the Carrier acted recklessly. For violations of requirements under public law, for domestic transports, damages shall be limited to three times the freight charge, unless the Carrier acted recklessly and was also aware that non-compliance with such requirements would provide grounds for a fine. The option of increasing liability for cross-border transports by entering the special interest in meeting requirements under public law in the consignment note against payment of a surcharge (Art. 26 CMR) shall remain unaffected hereof. The compensation claims among joint and severally liable parties shall also remain unaffected by this provision.

- 9.6 As regards other financial losses (other than damage occasioned by delay) for which the Carrier is culpable, the liability of the Carrier shall be governed by § 433 HGB during the custody period (the time between acceptance of the load until delivery); outside of the custody period, the Carrier's liability shall be unlimited.

10. Insurance

The Carrier shall procure sufficient insurance coverage for personal injury, property damages and other financial losses, in particular by taking out

- / transport insurance in the amount contractually agreed or mandated by law,
- / motor vehicle liability insurance, and
- / business liability insurance.

The coverage amount has no effect on the amount for which the Carrier may be held liable. The Carrier shall maintain sufficient insurance coverage for the duration of the contractual relationship and present evidence thereof at our request. The insurance coverage shall also extend to cover claims pursuant to § 435 HGB and Art. 29 CMR.

11. Right of retention, complaints

- 11.1 The Carrier shall exercise his lien or right of retention only if such rights arise from the specific commission or due to uncontested claims or claims confirmed by final and absolute judgment arising from other, similar freight contracts concluded between us and the Carrier.
- 11.2 The Carrier may set off his own claims against our claims if the Carrier's counterclaims are uncontested or confirmed by final and absolute judgement.

12. Confidentiality

- 12.1 Each contracting party shall keep any trade secrets of the other party it may learn or be entrusted with in the context of its activities relating to the contract confidential, even after the end of the contract.
- 12.2 Documents relating to secret business transactions entrusted to the other contracting party shall be returned after completion of the transport order without delay, but in any event no later than upon the end of the contract.

13. Governing law – jurisdiction – translation

- 13.1 The law of the Federal Republic of Germany applies, the ADSp (Allgemeine Deutsche Spediteurbedingungen - German Freight Forwarders' Standard Terms and Conditions) shall be excluded.
- 13.2 If the Carrier is a merchant (Kaufmann), a legal person under public law or a special entity under public law, the place of jurisdiction shall be determined by our principal place of business; however, we shall be entitled to bring a claim against the Carrier in any other lawful venue.
- 13.3 Should these General Terms and Conditions of Transport be translated, the German version alone shall be legally binding.