

## General Business Terms and Conditions for Transport, Freight and Freight Forwarding Services with (sub)contractors

### DUVENBECK as customer

(Status: 12 January 2023)

#### 1. Scope of application; deviating agreements

1.1. The following General Business Terms and Conditions shall apply to all orders of the **Duvenbeck Group** and its companies affiliated pursuant to Section 15 AktG [German Stock Corporation Act] (hereinafter referred to as "Customer") with entrepreneurs (hereinafter referred to as "Contractor") regarding the carriage of goods by motor vehicle in national or international road haulage transport.

1.2. Deviating General Business Terms and Conditions of the Contractor as well as the ADSp [General German Freight Forwarding Terms and Conditions] or VBGL [German Contract conditions for road haulage, freight forwarding and logistics operators], are not applicable. Incidentally, the statutory regulations for the freight business (Sections 407- 450 HGB [German Commercial Code]) respectively the freight forwarding business (Sections 453 - 466 HGB) shall apply if not otherwise regulated below. The mandatory *Provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR)* shall apply to cross-border transports. Insofar as the validity of the ADSp or other General Business Terms and Conditions should be agreed, these shall apply subordinate to these General Business Terms and Conditions.

#### 2. Conclusion of the contract

2.1. The orders will be placed in writing, orally or by telephone or in an electronic form (via data transmission, web portal or e-mail).

2.2. If a framework contract exists between the Customer and the Contractor then the Contractor undertakes to accept and carry out said orders without delay or after a corresponding call-off order by the Customer. Should the Contractor not be able to carry the order out, no matter for what reason, it has to inform the Customer hereof without delay.

#### 3. Execution of transport

3.1. The loading and unloading dates agreed with the Customer are fixed dates. The Contractor shall ensure that the goods are taken over at the place of loading in time within the agreed time horizon, are transported and delivered to the recipient at the place of destination within the deadline as well as loss- and damage-free.

3.2. In the event of the non-provision of a vehicle on a date agreed between the parties or the provision of a vehicle that is not suitable for carrying out the specific transport (e.g. with non-roadworthy vehicles) the Customer will charge the costs for procuring a substitute vehicle at least, however, EUR 150.00 after the expiry of a deadline of 4 hours, beginning from the originally agreed provision date. In the event of the charging of the flat rate damages the Contractor reserves the right to prove that no or less damages were actually suffered by the non-provision of the vehicle.

3.3. The Contractor shall inform the scheduling department of the Customer without delay by e-mail, SMS or in any other manner about take-over, transport and delivery impediments as well as indications of delays, Deviations compared to the placed order (such as deviations in quantity, damages) as well as about all other interferences to service and dangers, also if they are a consequence of an unavoidable event or of force majeure, and will obtain its instructions. If the Contractor breaches this information obligation it has to pay flat rate damages in the amount of 20% of the agreed freight charge, whereby the Contractor is at liberty to prove less damages. The Customer is entitled to assert higher damages against proof. The Customer is permitted to offset the claim for flat rate damages after a notification in this respect against Contractor's freight remuneration claims.

3.4. The Contractor shall grant the Customer access to the GPS vehicle tracking system used by it for the purpose of the position/ running time and status control or will make these data available to it at the precise time. The provisions under data protection law will be complied with by the Customer.

3.5. The Contractor is responsible for the loading and unloading of the goods (loading secure for transport and operationally-safe loading), their securing on the vehicle and their sufficient guarding, insofar as not otherwise agreed in an individual case. If the loading is carried out by the Customer in an individual case without such an agreement, it shall act as vicarious agent of the Contractor.

3.6. The Contractor has to document the take-over and delivery of the goods either on the freight documents envisaged by the Customer or by using electronic systems in full and truthfully. With the take-over of the goods as well as at each further interface the Contractor will examine the parcels for completeness and identity as well as for externally visible damages and intactness of lead seals and locks and document possibly determined irregularities in writing. The Contractor will have occurred irregularities confirmed in writing by presenting all details by the party, from which it took the goods over and by the party, to whom it hands over the goods. The interface is each transfer of the goods from one legal entity to another as well as the delivery at the end of each transport route. If the Contractor takes a sealed unit over (e.g. swap body bridge (WAB), swap box, container) then its control obligation shall be limited to a control of the identity and the external intactness of the unit and the lead seal.

3.7. The Contractor undertakes to check the suitability of the packaging for the proper execution of the transport before taking the goods, insofar as this is deemed reasonable for it. In case of defects or misgivings with regard to the packaging the Contractor has to report this to the Customer without delay.

Should no report of defects have been made by the Contractor, the presumption will apply that the goods, which were taken over, were properly packed, labelled and handed over.

3.8. The Contractor undertakes, without freight calculation, within a deadline of 2 weeks after take-over of the shipment to return the same number of euro pallets and mesh boxes, in the same type and quality to the Customer, as it took over from the Customer in order to fulfil this order. Cologne pallet exchange [Kölner Palettentausch] shall be deemed as agreed if no agreements have been reached to the contrary.

3.9. If the obligation to return pallets/ mesh boxes is not fulfilled within the deadline the Customer shall be entitled after a one-off reminder, instead of the return to request the payment of EUR 12.50/ 85.00 plus the statutory value added tax for each pallet/ mesh boxes that is not returned from the Contractor. The Contractor reserves the right to prove a respectively lower damage.

The Customer is permitted to offset claims for damages from omitted exchange of loading means against Contractor's freight remuneration claims.

3.10. The Contractor is entitled to use subcontractors, insofar as no highly personal service has been agreed. The Customer can, however, object to the use of a subcontractor with the consequence that the use of a specific subcontractor is to be refrained from, in case of an important reason. An important reason exists in particular if the envisaged subcontractor, with an objective consideration, does not offer the guarantee for a fulfilment in line with the contract, or has breached relevant statutory provisions or the safety provisions of the Customer already over the course of fulfilling contracts of the same kind.

3.11. If the Contractor does not fulfil the contractually agreed services itself, but commissions a third party (sub-freight forwarder, executing freight forwarder, subcontractor) herewith, it shall among others ensure by corresponding agreements with the third party and by regular controls that this third party and its further vicarious agents comply with the statutory and contractual obligations of the Contractor, in particular the provisions of Subclauses 4 and 8 of these contractual terms and conditions. The Contractor undertakes to compensate all damages, which are suffered by the Customer due to the breach of the obligations according to this Subclause.

3.12. The Contractor assures that it will only park the goods on a sufficiently secured site and guarded or locked car parks or business depots and will protect these against theft. The Contractor must report each unscheduled stop to the Customer without delay.

3.13. If the Contractor does not satisfy the agreed obligations, only partly satisfies these or does not satisfy these properly, the Customer is further entitled to terminate the contract and to commission third parties with the fulfilment. The additional costs incurred hereby are to be reimbursed by the Contractor.

#### **4. Special obligations of the Contractor**

4.1. The Contractor assures that it has the permits and authorisations which are necessary for the transport according to Sections 3, 6 Road Haulage Act - GüKG (licence to carry out commercial road haulage, community licence, third country licence, CEMT licence, Swiss licence), according to trade law and other statutory regulations. The Contractor will report the loss or the refusal of a necessary permit to the Customer without delay. The Contractor will furthermore submit to the Customer at all times upon request an excerpt from the commercial register and/or a trade registration as well as in relation to its person or for its bodies and for its assigned vicarious agents a current police conduct certificate. The Contractor assures that there are no entries owing to asset or traffic offences in the aforementioned police conduct certificates.

4.2. The Contractor shall ensure that the services are carried out within the scope of the legal provisions applicable for it and its vicarious agents, in particular by complying with the regulations governing working hours for driving personnel (social regulations). The Contractor shall in particular ensure that it and subcontractors – if applicable – comply with the regulations of the law governing the strengthening of the tariff autonomy (German Tariff Autonomy Act), in particular the obligation to pay the minimum wage according to the German Minimum Wage Act (MiLoG). The Contractor assures that it shall satisfy the reporting obligation pursuant to Section 16 MiLoG towards the authorities and, at the Customer's request, will prove this in writing. The Contractor assures that it no official or court sanctions were imposed upon it in the past owing to breaches of these or other statutory obligations (insofar as already applicable to it) in the field of wage payments, in particular in this context it has not been excluded from public orders. The Contractor will report to the Customer immediately, if such breaches or exclusions should occur during the term of the contract. Furthermore, the Contractor shall conclude identical or at least corresponding agreements with its subcontractors (sub-freight forwarders) and shall pay these remuneration, which enables a payment of the minimum wage to their employees. The Contractor will indemnify the Customer from all claims, in particular of fines, which are asserted against the Customer in the event of a breach of the statutory regulations described above.

4.3. The Contractor will strictly comply with the relevant regulations regarding the transport of hazardous goods. For the event that hazardous goods are to be transported, insofar as necessary, it shall only use personnel and vehicles, which have an ADR certificate or hazardous goods equipment according to GGVSE.

The Contractor furthermore assures that it shall always comply with the statutory regulations concerning cabotage.

4.4. The Contractor guarantees for itself and its subcontractors that it will comply binding with the conditions for the law governing the combatting of illegal employment in commercial road haulage (GüKBillGB).

4.5. The Code of Conduct of the Customer is to be complied with. This is available on the website <https://www.duvenbeck.de/code-of-conduct/> or will be made available to the Contractor free of charge upon request.

4.6. The Contractor will only use vicarious agents, which have the necessary knowledge and skills as well as the necessary reliability for the execution of the transports. Persons, who have a criminal record because of asset-related offences, in particular owing to theft, embezzlement and robbery or because of traffic offences, may in no way be used to fulfil the contractual services. The vicarious agents must present themselves with a tidy appearance towards customers and employees of the Customer as well as towards the public and as far as possible be proficient in the German or English language.

4.7. The Contractor will make current lists of the names of the assigned personnel as well as the names of the assigned sub-freight forwarders and their assigned personnel available to the Customer upon request at short notice and report any changes to the lists. The Customer is entitled to store and use the data for the contractual purpose by taking the provisions under data protection law into consideration.

In case of a breach the Contractor is obligated to pay a contractual penalty in the amount of 10% of the agreed freight charge. The Contractor is permitted to provide proof that no damage was suffered or no reduction in value was incurred or that this is substantially lower than the flat rate. The Customer shall be permitted to set off the contractual penalty against the Contractor's freight remuneration claims.

4.8. The Contractor will carry the necessary documents as well as all further papers stipulated by law on each journey and will hand these over to the Customer or a third party commissioned by the Customer for examination in case of controls upon request. Furthermore, the Contractor will permit the Customer and third parties commissioned by the Customer to carry out vehicle controls at all times. The Contractor will issue corresponding general instructions to its personnel.

4.9. The Contractor will confirm the take-over of the operating equipment provided to it by the Customer for use (e.g. transport means, hand scanners) and other objects in writing. It will exclusively carry these items with it or use these for the purpose as per contract. The Contractor will manage the objects handed over to it carefully and protect these against loss and damage. It will return these objects to the Customer in an impeccable condition at all times upon request, no later however than upon termination of the contract. Transport means (swap bodies, roll containers, etc.) are to be returned directly upon completion of the respective transport, for which these are used.

4.10. Re-loading is principally forbidden and may only be carried out with the written consent of the Customer.

4.11. The Contractor shall permit the Customer to carry out controls with regard to the compliance with all applicable legal provisions itself or through third parties at all times. The Contractor will assist with these controls and will cooperate closely with the Customer or the third party named by the Customer.

4.12. If the Contractor breaches Subclauses 4.1. - 4.11., the Customer can refuse to load the vehicle and request the provision of a vicarious agent respectively vehicle which fulfils the prerequisites of this agreement without delay or terminate the transport contract with immediate effect. The Contractor is obliged to compensate all damages, suffered by the Customer by the breach of the obligations according to this Subclause. If the Contractor does not properly satisfy these obligations then the Customer is furthermore entitled, on its part, to commission third parties with the fulfilment; additional costs incurred hereby are to be reimbursed by the Contractor.

## 5. Compliance with statutory regulations

### 5.1. Anti-Terror Regulation

The Contractor guarantees that it will properly fulfil all measures associated with the implementation of the applicable European legal regulations for combatting terrorism. It additionally guarantees that its companies, the employees, the third parties commissioned by it as well as clients and suppliers were checked pursuant to applicable European law and are not connected with persons, organisations or corporate bodies suspected of terrorism pursuant to the European Anti-Terror-Regulations EC-VO 2580/2001 and EC-VO 881/2002 in the broadest sense.

The Contractor shall indemnify the Customer from all indirect and direct claims of third parties, which result from an omitted or insufficient implementation of the measures that are to be carried out by law for the combatting of terrorism by the Contractor, in full and irrevocably.

### 5.2. Mobility Pact

The Contractor guarantees to comply with the respective applicable provisions of Regulations (EU) 2020/1054 and (EU) 2020/1055, i.e. the so-called Mobility Pact. Thus, he assures to implement and comply with the respective applicable regulations at the time of entry into force. It also undertakes to comply with the applicable regulations when crossing to or from the United Kingdom.

If the Contractor breaches the aforementioned guarantees, it shall be liable to the Customer for all resulting damage. Furthermore, such a breach constitutes an important reason entitling the client to terminate the contract without notice.

### 5.3. Supply Chain Due Diligence Act

The Contractor guarantees to comply with all applicable regulations on due diligence within the supply chain, in particular to implement, comply with and monitor the regulations of the Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG).

The Contractor shall regularly inform the contracting authority about any violations and risks in the supply chain identified by it and the measures taken in this regard.

The contracting authority has set up a complaints procedure that is also accessible to employees of the Contractor. Details are available at [www.duvenbeck.de](http://www.duvenbeck.de).

The Contractor shall pass on information received from the contracting authority on accessibility, responsibility and the implementation of the complaints procedure in an appropriate manner to its employees and other third parties used by it within the framework of the performance of the contracts from the contracting authority. The Contractor is prohibited from disadvantaging or punishing employees on the basis of a complaint.

The Contractor shall fully and irrevocably indemnify the Customer against all direct and indirect claims of third parties resulting from a failure to implement or an insufficient implementation of the measures to be carried out by law on the part of the Contractor.

## 6. Used vehicles

6.1. The Contractor assures that the vehicles are in a technically impeccable, clean and roadworthy condition with dry and odour-neutral loading space, which have been repaired and maintained pursuant to the intervals stipulated by law or by the manufacturer. Vehicles should principally be used, which comply with the current standards, in particular the current Euro pollutant standards. Exclusively vehicles may be used, which offer protection against impacts of weather and have the necessary load securing equipment, so that the goods are secured against loss and damage, in particular against access by unauthorised persons, at all times.

6.2. The vehicles must be equipped with a communication system that is constantly ready for operation (car telephone; mobile phone, etc.) during the processing of the order; the Contractor will inform the Customer of the current telephone numbers at all times. The driver must be available by telephone at all times.

In case of a breach the Contractor is obligated to pay a contractual penalty in the amount of 10% of the agreed freight charge. The Contractor is permitted to provide the proof that no damage was suffered or no reduction in value was incurred or this is substantially lower than the flat rate. The Customer is permitted to offset the contractual penalty against the Contractor's freight remuneration claims.

6.3. Parked vehicles are to be locked and secured. The parking location must be controlled or guarded during the parking.

## 7. Remuneration

7.1. The Customer shall pay the agreed remuneration. Deemed as agreed term of payment is 60 days from invoicing, if not otherwise agreed by the parties. The application of Section 415 Para. 2 and 3 HGB (claims of the freight forwarder with termination by the sender) is excluded. Demurrage can only be claimed by the Contractor in deviation from Section 421 Para. 3 HGB if the waiting time, which goes beyond the loading or unloading time, exceeds two hours.

7.2. The Customer reserves the right to settle in credit note procedures. With the settlement in the credit note procedure the Contractor receives the freight amount agreed with the Customer confirmed with each loading/transport order.

7.3. The maturity of the Customer's payment will only occur when the Contractor has provided all proof of the delivery of the goods (such as receipted delivery note, delivery receipt or CMR consignment note, packaging material notes, etc.).

The maturity shall only occur when these documents have been submitted in full. Original bills of lading are to be sent to the Customer within **8 workdays**.

7.4. The Customer is entitled to carry out offsetting against counter-claims (no matter for which legal grounds) and to reduce freight charges in case of poor performances.

## 8. Confidentiality and customer protection

8.1. The Contractor will also treat all information, which it or its sub-freight forwarders and other vicarious agents receive directly or indirectly from the Customer within the scope of the contractual cooperation, confidentially for the duration of five years after termination of the contractual relationship. It may neither be forwarded to third parties, nor used for own business interests against the Customer, insofar as an information of third parties is not necessary in order to fulfil the contract. Personal data made available to the Contractor are subject to data protection and are to be treated accordingly. The business and postal secrecy is to be safeguarded. In particular, it is obligated not to distribute any information or photos of the Customer or its business partners in social media or other media.

The non-disclosure obligation shall not apply to information,

- which as proven was already known to the Contractor before acceptance of the order,
- which as proven the Contractor lawfully received from third parties without imposing a non-disclosure obligation,
- is general knowledge or becomes general knowledge without a breach of the obligations contained in this agreement, or

- which the Contractor as proven created within the scope of its independent developments.

8.2. The Contractor shall obligate its subcontractors and its other vicarious agents in writing to secrecy within the meaning of the facts listed in no. 8.1. The Contractor shall permit the data protection officer of the Customer, himself or through a third party, to control the compliance with this obligation. The Contractor will ensure that this control authorisation also exists at its vicarious agents.

8.3. The Contractor is obligated to customer protection towards the Customer. It will not take over any orders for national or international transports neither directly, nor indirectly through third parties from the clients of the Customer, for which it operates within the scope of the freight orders placed with it by order of the Customer and with which it comes into contact through this activity, which correspond with the services to be provided for the Customer and stated in the respective freight order. It may not forward such orders or its knowledge thereof to third parties. A conclusion of a contract for an already existing contractual relationship between the Contractor and clients of the Customer shall remain unaffected by these obligations. These obligations shall continue to apply in the event of the termination of all contracts in the scope of these provisions for a period of one year. In the event of a termination of the cooperation between the Customer and its clients these obligations shall apply for a period of one year beyond the termination.

8.4. The breach of the regulations stated in No. 8.1 to 8.3 shall entitle the Customer to termination of all contracts in the scope of these contractual terms and conditions without notice if they are a result of a conduct of body members, employees or vicarious agents of the Contractor. Moreover, a contractual penalty in the amount of EUR 25,000.00 will be due. The Contractor is permitted to provide the proof that no damage was suffered or no reduction in value incurred or that this is substantially lower than the contractual penalty. The assertion of a damage beyond this shall remain unaffected. The contractual penalty will, however, be offset against claims for damages.

## 9. Term of contract, termination

9.1. Insofar as not otherwise regulated in case of continuing obligations the ordinary period of notice is one week. This shall have no effect on the right to an extraordinary termination for good cause. Good cause shall exist for the Customer in particular, if:

- the Contractor does not satisfy its statutory or contractual obligations,
- the opening of the insolvency proceedings over the Contractor's assets has been rejected due to insufficient assets,
- criteria exist, which allow conclusions to be drawn about a substantial deterioration in the Contractor's assets, such as e.g. unsuccessful enforcement measures of creditors, termination of a loan by a financing bank, request for the waiver of claims and/or subordinations towards one or more creditors or shareholders,
- a competitor of the Customer or the companies affiliated with it gains direct or indirect controlling influence on the Contractor.

9.2. Each termination shall require a written form in order to be valid.

## 10. Liability, indemnification

10.1. The liability of the Contractor is oriented to the provisions of the German Commercial Code (HGB), if not otherwise agreed in this Section. In cross-border transports the mandatory provisions of the CMR shall apply, if the CMR features a loophole in the regulations, the regulations of German law shall additionally apply.

**10.2. Pursuant to Section 449 Para. 2 Subclause 1 HGB the compensation that is to be paid owing to loss or damage to the goods will in deviation from Section 431 Para. 1 and 2 HGB will be limited to up to 40 invoice units (special drawing rights of the International Monetary Fund - SDR) for each kg of the gross weight of the shipment, if and insofar as a correspondingly high liability exists for the Customer in the external relationship, for which it may take recourse. A possibly higher statutory liability of the Contractor shall remain unaffected by the aforementioned regulation.**

10.3. Principally the mean value of the goods at the location and at the time when they are taken over for transport in the proven amount shall be calculated as the compensation value for damages to goods and losses. Further claims shall remain unaffected.

10.4. The Contractor shall be liable for the loss and the damage to the operating equipment provided to it by the Customer for use and other objects according to the statutory provisions. In the event of a damage the Customer can carry out the repair itself at the Contractor's costs. Irrespective thereof the Contractor also has to compensate further damages, which are suffered by the Customer as a result of the loss or the damage or by a misuse of provided objects. In the event of the late return the Customer is entitled to request a flat rate compensation for the loss of use, which shall correspond with the customary charge for the rental of the affected operating equipment and other objects.

10.5. The Contractor shall be liable for all damages, which are caused by it, the vehicles used by it and the drivers. The Contractor shall also be liable towards the Customer for the actions of the sub-freight forwarders commissioned by it as well as for its other vicarious agents.

10.6. The Contractor will indemnify the Customer within the scope of its liability towards the Customer from all claims under civil law, which are asserted by third parties against the Customer owing to its conduct or owing to the conduct of its vicarious agents. The Contractor shall in particular indemnify the Customer, at first written request, within the scope of its liability towards the Customer from all claims under civil law asserted by third parties against the Customer from claimed breaches of the Contractor or of a subcontractor against the Tariff Autonomy Act. Third parties within this meaning are in particular the employees of the Contractor or a subcontractor.

10.7. The indemnification obligation of the Contractor shall also apply to all sanctions, fines or other measures under public law or claims under public law, which are asserted by legal entities under public law because of possible breaches of the Contractor or a subcontractor of the Tariff Autonomy Act.

10.8. The indemnification obligation according to Subclauses 10.6. and 10.7. shall also comprise all costs, which are incurred in connection with the legal defence, e.g. lawyer's and court costs.

## 11. Insurances

11.1. The Contractor will insure itself to a sufficient amount, it will in particular conclude the following insurances:

a) Motor vehicle liability insurance

b) Business liability insurance

c) Customary transport liability insurance at least according to § 7a as well as according to the CMR. The transport liability insurance is also to be concluded for transport services, which are not subject to the cmr GüKG.

11.2. The Contractor shall inform the Customer of the lapse of the insurance contract and the initiation of court payment order proceedings according to Sections 37, 38 of the German Insurance Contract Act without delay.

11.3. In the insurance contracts, insofar as permitted by law and possible according to customary terms and conditions in the insurance industry, it is to be stipulated that insurance benefits are to be provided directly to the Customer. Upon request the Contractor will assign its claims against the insurance irrevocably in lieu of payment to the Customer.

11.4. The Contractor undertakes to also co-insure vehicle units or loading units used by third parties (e.g. semitrailers, swap bodies, etc.) in its transport liability insurance within the scope of the statutory provisions and to have this confirmed separately by its insurance. These shall be deemed as transport goods within the meaning of the contract.

11.5. The Contractor will provide proof to the Customer at all times upon request of the timely premium payment, of the current scope of coverage and the scope of the assertion of claims against the transport liability insurance in the decisive insurance period.

11.6. The Contractor undertakes to ensure that all claims for compensation asserted by the Customer are processed without delay and are reported to the cargo loss liability insurance of the Contractor. The Contractor will inform the Customer of the reference no. of the insurer.

11.7. The Contractor will pursuant to Section 7a GüKG carry the valid proof of insurance in the vehicle and submit this to the Customer upon request. If the Contractor does not satisfy this request then the Customer is entitled to award the order to another contractor or to transport the goods itself. Additional costs incurred hereby have to be reimbursed to the Customer by the Contractor.

## 12. Wage agreement

12.1 The contract for manned driving is concluded when the Contractor and the Customer agree that the Contractor will provide a manned vehicle for use in accordance with the Customer's instructions.

12.2 The freight law provisions of these terms and conditions shall apply to the subcontract agreement mutatis mutandis, with the proviso that the Contractor shall not be liable for damage caused by the Customer. Instead of the consignment note, another form of proof is used for the contract of hire, which in particular includes the time of use.

12.3 The Contractor guarantees that the liability arising from subcontracting agreements is insured in terms of reason and amount in accordance with the liability limitations specified in section 10. The Contractor is obliged to provide a corresponding proof of insurance on request of the Customer.

## 13. Amendments to contract

13.1. Amendments to these terms and conditions will be communicated by the Customer to the Contractor in time in writing.

13.2. Amendments or addendums to the concluded contract shall require a written form. This shall also apply to a waiver of the written form requirement.

## 14. Offsetting/ right of lien and right of retention

14.1. An offsetting or retention against claims of the Customer is excluded, unless the due counter-claims of the Contractor are undisputed, have been declared final and binding or are ready for a decision.

14.2. The Contractor is not entitled to assert rights of lien and rights of retention to goods handed over for transport, unless it concerns undisputed claims or claims which have been declared final and binding.

14.3. The pledge of claims against the Customer is excluded, unless it concerns undisputed claims or claims which have been declared final and binding. The assignment of a claim of the Contractor is only effective towards the Customer if the Contractor reports this with all necessary details (order and accounts payable number, name, address and account number of the new creditor, amount, date of the validity of the assignment, etc.) and the Customer approves the assignment in writing.

## 15. Data protection

The parties shall provide their services in compliance with the respective applicable national data protection terms and conditions and the General Data Protection Regulation (EU) 2016/679, respective valid version (GDPR). Insofar as the Customer receives personal and other data from the Contractor, these will be exclusively used to fulfil its service obligations, if not otherwise agreed by the parties. Within the scope of the fulfilment of its service obligation a forwarding of the personal data (e.g. to subcontractors, subsidiaries of the Customer, authorities or customs) may be necessary. Details regarding the use of the personal data are regulated in the "Data protection notices". The Contractor confirms that it has received the "Data protection notices" from the Customer. These can also be viewed at all times under [www.duvenbeck.de/datenschutz](http://www.duvenbeck.de/datenschutz).

## 15. Applicable law, place of jurisdiction, place of performance, severability clause

15.1. The law of the Federal Republic of Germany shall apply. The exclusive place of jurisdiction is **the registered seat of the Customer**, insofar as the Contractor is a merchant and if this is not opposed by any mandatory regulations.

15.2. Insofar as the CMR applies, the parties agree upon the aforementioned place of jurisdiction as an additional place of jurisdiction within the meaning of Art. 31 Para.1 CMR.

15.3. The place of performance is the registered seat of the Customer. If it has several branches the place of performance shall be the branch, to which the order is directed.

15.4. Should one provision of this agreement be invalid in full or in part or subsequently lose its legal validity, this shall have no effect on the validity of the other provisions. This shall otherwise have no effect on the validity of the concluded contracts. The parties will in such a case replace the null and void, invalid or unworkable provision by a valid or workable provision, which shall as far as possible correspond with the sense and purpose of the provision that is to be replaced and the other regulations of the contract.