

## General Terms and Conditions for Transport, Freight and Freight Forwarding Services with (sub-) Contractors

### DUVEMBER as a client

(Date: 16.02.2024)

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

1.1. The following General Terms and Conditions (hereinafter referred to as the "GTC") apply to all orders of the **DUVEMBER LOGISTIK s.r.o.**, ID number: 25202201 and other affiliated companies of the **Duvember Group** within the scope of Section 79 of the Czech Act No. 90/2012 Coll., Act on Business Corporations, if they include the GTC in the contractual agreement (hereinafter referred to as the "Client"), with entrepreneurs (hereinafter referred to as the "Contractor") regarding the carriage of goods by motor vehicle in national or international road haulage transport.

1.2. Deviating general terms and conditions of the Contractor, as well as general terms and conditions established by sub-legislative regulations (e.g. Decree of the Ministry of Transport) or issued by professional or interest organizations (e.g. the Association of Motor Carriers ČESMAD BOHEMIA), are not applicable. Incidentally, the statutory regulations for the freight business (Sections 2555 - 2585 CC [ Act No. 89/2012 Coll., Civil Code]) respectively the freight forwarding business (Sections 2471 - 2482 CC) 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 general terms and conditions established by sub-legislative regulations or issued by professional or interest organizations or other General Business Terms and Conditions should be agreed, these shall apply subordinate to these GTC.

1.3. The GTC shall also apply to the contract for the operation of a transport vehicle in accordance with § 12.

#### 2. Conclusion of the contract

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

2.2. If a framework agreement exists between the Client and the Contractor, the Contractor undertakes to accept and execute orders without delay or after the Client has called them off. If the Contractor is unable to carry out the order for any reason, he must inform the Client immediately.

#### 3. Execution of transport

3.1. The loading and unloading dates agreed with the Client 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 Client is entitled to

demand that the Contractor pays contractual penalty in the amount of EUR 150.00 after the expiry of a deadline of 4 hours, beginning from the originally agreed provision date. Contractor reserves the right to prove that no or less damages were actually suffered by the non-provision of the vehicle; If the Contractor proves lesser damage and the Client accepts such proof, the Contractor shall pay contractual penalty in the amount of the damage so proven. The Client is entitled to claim compensation for damages in the amount exceeding the contractual penalty.

3.3. The Contractor shall inform the Client's disposition immediately by e-mail, SMS or other means of any obstacles to acceptance, transport and delivery as well as emerging delays, deviations from the order placed (such as quantity deviations, damage) as well as of all other disruptions to performance and hazards, even if they are the result of an unavoidable event or force majeure, and shall obtain the Client's instructions. If the Contractor violates this obligation to provide information, he must pay contractual penalty in the amount of 20% of the agreed freight charge, whereby the Contractor is given the right to prove a lesser damage; if the Contractor proves lesser damage and the Client accepts such proof, the Contractor shall pay contractual penalty in the amount of the damage so proven. The Client is entitled to claim compensation for damages in the amount exceeding the contractual penalty. The Client shall be permitted to offset the contractual penalty claim against the Contractor's freight wage or price claims after notification in this regard.

3.4. The Contractor shall grant the Client access to the GPS vehicle tracking system used by the Client for the purpose of position, transit time and status control or shall make this data available to the Client in a timely manner. The data protection regulations are followed by the client.

#### 3.5. Transmission of status messages

The Contractor is obliged to transmit arrival and departure times of any loading and unloading points to the Duvember Contractor Portal immediately, but within 30 minutes of arrival or departure.

Alternatively, it is possible to provide Client with the authorization for the GPS position reports of the carrier's vehicles or to use the Duvember APP.

Tracking times transmitted by e-mail or telephone are not accepted and are not considered as binding information.

3.6. 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 Client or any third party in an individual case without such an agreement, it shall act as vicarious agent of the Contractor.

3.7. The Contractor has to document the take-over and delivery of the goods either on the freight documents envisaged by the Client 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.

3.8. 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 Client 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.

3.9. 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 Client, as it took over from the Client in order to fulfil this order. Pallet exchange on a 1:1 basis shall be deemed as agreed if no agreements have been reached to the contrary. The following applies to the 1:1 pallet exchange. Upon delivery of the goods, the Contractor shall collect from the recipient the same number of empty pallets as delivered with the goods. Collected pallets must be in equivalent conditions as the pallets delivered and the contractor shall inspect them to ensure they meet the quality standards required for reuse. The contractor shall maintain accurate records of pallet exchange (including number of pallets delivered and collected, condition of collected pallets, records of any pallets not collected) and shall provide the sender with documentation of each pallet exchange. The Contractor shall return collected empty pallets to the sender within the agreed timeframe and in a condition suitable for reuse.

3.10. If the obligation to return pallets/ mesh boxes is not fulfilled within the deadline the Client 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; if the Contractor proves respectively lower damage and the Client accepts such proof, the Contractor shall pay such payment in the amount of the damage so proven.

The Client is permitted to offset claims for such payments against Contractor's freight remuneration claims.

3.11. The Contractor is entitled to use subcontractors, insofar as no highly personal service has been agreed. The Client 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 Client already over the course of fulfilling contracts of the same kind.

3.12. 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 GTC. The Contractor undertakes to compensate all damages, which are suffered by the Client due to the breach of the obligations according to this Subclause.

3.13. 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 Client without delay.

3.14. If the Contractor does not satisfy the agreed obligations, only partly satisfies these or does not satisfy these properly, the Client 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 Act No. 111/1994 Coll., Road Transport Act (relevant 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 Client without delay. The Contractor will furthermore submit to the Client 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 extract from the criminal record or other similar offence register of the country of their residence. The Contractor assures that there are no entries owing to asset or traffic offences in the aforementioned records.

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 all regulations governing working hours for driving personnel (social regulations). The Contractor shall in particular ensure that it and subcontractors – if applicable – comply with all regulations of the relevant labour law, in particular the obligation to pay the minimum wage according to relevant statutory regulations. The Contractor assures – if applicable – that it shall satisfy all reporting obligation pursuant to relevant statutory regulations towards the authorities and, at the Client'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 Client 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 this remuneration, which enables a payment of the minimum wage to their employees. The Contractor will indemnify the Client from all claims, in particular of fines, which are asserted against

the Client in the event of a breach of the statutory regulations described above.

4.3. If the Contractor deploys vicarious agents, he guarantees that the vicarious agents employed meet all legal conditions for the execution of the freight, especially they have the necessary work permit and a valid social security card.

The Contractor warrants that all provisions of the of the relevant legislation governing the posting of employees are mandatory for the Contractor's subcontractors when using vicarious agents.

The Contractor shall indemnify the Client against all claims, in particular fines, which are asserted against the Client in the event of a breach of the previously mentioned statutory provisions.

4.4. 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 in accordance with European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) or hazardous goods equipment according to relevant statutory regulations.

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

4.5. The Contractor guarantees for itself and its subcontractors that it will comply binding with the conditions for the relevant law governing the combatting of illegal employment.

4.6. The Code of Conduct of the Client 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.

4.7. 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 Client as well as towards the public and as far as possible be proficient in the English language, or at least in the Czech language if it is a domestic transport.

4.8. 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 Client upon request at short notice and report any changes to the lists. The Client 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 of any obligation under this paragraph 4.8 the Contractor is obligated to pay a contractual penalty in the amount of 10% of the agreed freight charge for each individual breach. The Contractor is permitted to provide proof that lesser damage incurred; if the Contractor proves lesser damage and the Client accepts such proof, the

Contractor shall pay contractual penalty in the amount of the damage so proven. The Client is entitled to claim compensation for damages in the amount exceeding the contractual penalty. The Client shall be permitted to set off the contractual penalty against the Contractor's freight remuneration claims.

4.9. 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 Client or a third party commissioned by the Client for examination in case of controls upon request. Furthermore, the Contractor will permit the Client and third parties commissioned by the Client to carry out vehicle controls at all times. The Contractor will issue corresponding general instructions to its personnel.

4.10. The Contractor will confirm the take-over of the operating equipment provided to it by the Client 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 Client 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.

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

4.12. The Contractor shall permit the Client 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 Client or the third party named by the Client.

4.13. If the Contractor breaches Subclauses 4.1.- 4.12., the Client 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 Client by the breach of the obligations according to this Subclause. If the Contractor does not properly satisfy these obligations, then the Client 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 guarantees that no persons listed in the "Denied Persons List" of the U.S. Department of Commerce or in EU Regulation No. (EC) 881/2002 and its

amending regulations are involved in the execution of the transportation orders.

The Contractor shall indemnify the Client 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 Client 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

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 relevant national law or, at a minimum, of the Directive (EU) 2024/1760 of the European Parliament and of the Council on corporate sustainability due diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859. The Contractor shall regularly inform the Client about any violations and risks in the supply chain identified by it and the measures taken in this regard.

The Client 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 Client 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 Client. The Contractor is prohibited from disadvantaging or punishing employees on the basis of a complaint.

The Contractor shall fully and irrevocably indemnify the Client 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. Vehicles used

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 Client of the current telephone numbers at all times. The driver must be available by telephone at all times.

In case of a breach of any obligation under this paragraph 6.2. the Contractor is obligated to pay a contractual penalty in the amount of 10% of the agreed freight charge for each individual breach. The Contractor is permitted to provide the proof that lesser damage was suffered; if the Contractor proves lesser damage and the Client accepts such proof, the Contractor shall pay contractual penalty in the amount of the damage so proven. The Client is entitled to claim compensation for damages in the amount exceeding the contractual penalty. The Client 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 Client shall pay the agreed remuneration. Deemed as agreed term of payment is 60 days from invoicing, if not otherwise agreed by the parties. If the Client calls off the order, the Contractor shall be entitled to no payment of the freight charge, but only to reimbursement of the costs already incurred in connection with the cancelled freight. Demurrage can only be claimed by the Contractor if the waiting time, which goes beyond the loading or unloading time, exceeds two hours.

7.2. The Client 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 Client confirmed with each loading/transport order.

7.3. The maturity of the Client'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 Client within 8 workdays.

7.4. The Client is entitled to carry out offsetting against counter-claims (no matter for which legal grounds) and to demand a discount on freight charges in case of poor performances and reduce the freight charges accordingly.

## 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 Client 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 Client, 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 Client 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 Client, 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 Client. It will not take over any orders for national or international transports neither directly, nor indirectly through third parties from the customers of the Client, for which it operates within the scope of the freight orders placed with it by order of the Client and with which it comes into contact through this activity, which correspond with the services to be provided for the Client and stated in the respective freight order and in the territory of the countries in which it provides such services based on such orders. 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 customers of the Client 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 case none of the parties, i.e. Client as well as the Contractor, does not exceed its market share as of 30% and therefore VBER applies. In the event of a termination of the cooperation between the Client and its customers these obligations shall apply for a period of one year beyond the termination in case none of the parties, i.e. Client as well as the Contractor, does not exceed its market share as of 30% and therefore VBER applies.

8.4. The breach of the regulations stated in No. 8.1 to 8.3 shall entitle the Client to termination of all contracts in the scope of these GTC without notice if they are a result of a conduct of body members, employees or vicarious agents of the Contractor. Moreover, in case of such breach the Contractor is obligated to pay a one-time contractual penalty in the amount of EUR 25,000.00. The Contractor is permitted to provide the proof that lesser damage was suffered; if the Contractor proves lesser damage and the Client accepts such proof, the Contractor shall pay contractual penalty in the amount of the damage so proven. The Client is entitled to claim compensation for damages in the amount exceeding the contractual penalty.

## 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 Client 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 Client 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 Czech Civil Code (CC), 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 Czech law shall additionally apply.

10.2. The Contractor shall be liable for total or partial loss of the goods or damage to the goods from the time of acceptance of the goods for carriage until the time of its delivery, as well as for exceeding the delivery time, up to the value of the goods.

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 Client for use and other objects according to the statutory provisions. In the event of a damage the Client 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 Client as a result of the loss or the damage or by a misuse of provided objects. In the event of the late return the Client is entitled to request a compensation for damages incurred as well as payment of unjustified enrichment in the amount corresponding to the usual rental fee for the rental of the affected operating equipment and other objects until their return to the Client.

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 Client 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 Client within the scope of its liability towards the Client from all claims under

civil law, which are asserted by third parties against the Client owing to its conduct or owing to the conduct of its vicarious agents. The Contractor shall in particular indemnify the Client, at first written request, within the scope of its liability towards the Client from all claims under civil law asserted by third parties against the Client from claimed breaches of the Contractor or of a subcontractor against the relevant statutory regulations regarding the minimum wage. 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 relevant statutory regulations.

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 insurance for liability for damage to goods and delay in transport according to relevant statutory regulations as well as according to the CMR, but at least in the amount of insurance coverage that is sufficient in relation to the order executed, especially for cabotage transport in Germany. This liability insurance is also to be concluded for transport services, which are not subject to the CMR.

11.2. The Contractor shall inform the Client of the lapse of the insurance contract and the initiation of court payment order proceedings 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 Client. Upon request the Contractor will assign its claims against the insurance irrevocably in lieu of payment to the Client.

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 Client 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 Client are processed

without delay and are reported to the cargo loss liability insurance of the Contractor. The Contractor will inform the Client of the reference no. of the insurer.

11.7. The Contractor will carry the valid proof of insurance in the vehicle and submit this to the Client upon request. If the Contractor does not satisfy this request then the Client 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 Client by the Contractor.

## **12. Contract for the operation of a transport vehicle**

12.1. The contract for the operation of a transport vehicle shall be concluded if the Contractor and the Client agree that the Contractor shall transport the goods specified by the Client and shall make at least one pre-determined journey for that purpose, or shall make a greater number of journeys within the agreed period of time as specified by the Client. The Contractor shall ensure the fitness of the vehicle for the agreed journey, its usability for the agreed transport and provide the vehicle with a fit crew and fuel and other necessary items.

12.2. The provisions of these GTC shall apply mutatis mutandis to the contract for the operation of a transport vehicle with the proviso that the Contractor shall not be liable for damage caused by the Client. Instead of the consignment note, a different proof is used in such contract, which includes in particular the time of use.

12.3. The Contractor guarantees that the liability arising from contract for the operation of a transport vehicle is insured in terms of reason and amount in accordance with the limitations of liability specified in Clause 10. The Contractor shall be obliged to provide a corresponding proof of insurance at the request of the Client.

## **13. Amendments to the contract**

13.1. The Client must notify the Contractor in writing (at least by email) of any amendment to these GTC, provided that such amendment shall be effective no earlier than the 16th day after delivery of the notice to the Contractor. Within 15 days of receipt of such notification, the Contractor has the right to reject such amendment and terminate contracts with the Client, which includes these GTC, with a notice period of 1 month.

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 Client is excluded, unless the due counter-claims of the Contractor are undisputed or have been declared final and binding.

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 Client 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 Client 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 Client 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 Client 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 Client, 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 Client. These can also be viewed at all times under [www.duvenbeck.de/datenschutz](http://www.duvenbeck.de/datenschutz).

#### **16. Applicable law, place of jurisdiction, place of performance, severability clause**

16.1. The law of the Czech Republic shall apply. The exclusive place of jurisdiction is the registered seat of the Client, insofar as the Contractor is a merchant and if this is not opposed by any mandatory regulations. If the Client is Duvenbeck logistik s.r.o., disputes will be resolved exclusively by the courts of the Czech Republic, namely by the court with subject-matter jurisdiction according to the Client's registered seat. In the case of subject-matter jurisdiction of a district court, the court in whose district the Client has its registered seat (general court) will be competent, and in the case of subject-matter jurisdiction of a regional court, the court in whose district the Client's general court is located will be competent.

16.2. 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.

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

16.4. Should one provision of this GTC 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.