

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

### DUVENBECK as a client

(Date: 16.02.2024)

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

1.1. The following General Terms and Conditions apply to all orders of the **Duvenbeck Group of Companies** and its affiliated companies in accordance with Section 15 of the German Stock Corporation Act (hereinafter referred to as the "Client") with contractors (hereinafter referred to as the "Contractor") for the transport of goods by motor vehicle in national or international road freight transport.

1.2. Deviating general terms and conditions of the Contractor, as well as ADSp or VBGL, are not applicable. In all other respects, the statutory provisions for the freight business (§§ 407 - 450 HGB) or freight forwarding business (§§ 453 - 466 HGB) apply, unless otherwise regulated in the following. For cross-border transport, the mandatory provisions of the *Convention on the Contract for the International Carriage of Goods by Road (CMR)* apply. Insofar as the validity of the ADSp or other General Terms and Conditions has been agreed, these shall apply subordinately to these General Terms and Conditions.

1.3. The terms and conditions shall also apply to the contract haulage contract 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. Transport execution

3.1. The loading and unloading dates agreed with the Client are fixed dates. The Contractor shall ensure that the goods are received, transported and delivered to the recipient at the destination on time and without loss or damage at the place of loading on time and within the agreed time windows.

3.2. In the event of 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. in the case of vehicles that are not roadworthy), the Client shall calculate the costs for the procurement of a replacement vehicle after the expiry of a period of 4 hours, calculated from the originally agreed date of delivery, but at least €150.00. In the case of the calculation of the lump-sum damages, the contractor reserves the right to prove that no or less damage was actually caused by the non-provision of the vehicle.

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 lump-sum damages in the amount of 20% of the agreed freight, whereby the Contractor is given the right to prove a lesser damage. The Client is entitled to claim higher damages on proof. The Client shall be permitted to offset the lump-sum claim for damages against the Contractor's freight wage 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 the arrival and departure times of all loading and unloading points to the Duvenbeck Entrepreneur Portal immediately, but within 30 minutes of arrival or departure.

Alternatively, it is possible to give Duvenbeck the authorization for the GPS position reports of the carrier's vehicles or to use the Duvenbeck APP.

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

3.6. The Contractor shall be responsible for loading and unloading the goods (safe loading for transport and operation), securing them to the vehicle and adequately guarding them, unless otherwise agreed in the individual case. If, in an individual case, the loading is carried out by the client without such an agreement, he acts as a vicarious agent of the contractor.

3.7. The Contractor shall fully and truthfully document the acceptance and delivery of the goods either on the freight documents provided by the Client or by means of electronic systems. When the goods are taken over and at any other interface, the Contractor will check the packages for completeness and identity as well as for externally recognizable damage and integrity of seals and closures and will document any irregularities found in writing. The Contractor shall have any irregularities that have occurred confirmed in writing by the person from whom he has taken over the goods and by the person to whom he hands over the goods, setting out all the details. The interface is any transfer of goods from one legal entity to another as well as delivery at the end of each transport route. If the contractor takes over a sealed unit (e.g. WAB, suitcase, container), his duty of inspection is limited to checking the identity and external integrity of the unit and the sealing.

3.8. Before taking over the goods, the Contractor is obliged to check the suitability of the packaging for the proper execution of the transport, insofar as this is reasonable for him. If there are defects or concerns about the packaging, the Contractor must notify the Client of this immediately.

If the Contractor has not reported any defects, it shall be presumed that the goods taken over have been properly packed, marked and handed over.

3.9. The Contractor is obliged, without freight calculation, to return to the Client within a period of 2 weeks after receipt of the shipment Euro pallets and lattice boxes in the same number, type and quality as he took them over

from the Client for the fulfilment of this order. Cologne pallet exchange is deemed to have been agreed, unless otherwise agreed.

3.10. If the obligation to return pallets/lattice boxes is not fulfilled in time, the Client shall be entitled, after a one-time reminder, to demand payment of € 12.50/85,-- plus statutory value added tax per pallet/lattice box not returned. The Contractor reserves the right to provide proof of a lower damage in each case.

The Client shall be permitted to offset claims for damages arising from the failure to exchange loading equipment against the Contractor's freight wage claims.

3.11. The Contractor shall be entitled to use subcontractors, unless a highly personal service has been agreed. However, the client may object to the use of a subcontractor if there is an important reason, with the consequence that the use of a specific subcontractor is to be avoided. Good cause exists in particular if the intended subcontractor does not offer the guarantee of performance in accordance with the contract from an objective point of view, or has already violated relevant legal provisions or the client's safety regulations in the course of the performance of similar contracts.

3.12. If the Contractor does not perform the contractually agreed services itself, but commissions a third party (sub-carrier, executing carrier, subcontractor) to do so, it shall ensure, inter alia by means of appropriate agreements with the third party and by means of ongoing controls, that this third party and its other vicarious agents comply with the Contractor's legal and contractual obligations, in particular the provisions of Sections 4 and 8 of these terms of the contract. The Contractor shall be obliged to compensate for all damages incurred by the Client as a result of the breach of the obligations under this Section.

3.13. The Contractor assures that the goods will only be stored on sufficiently secured premises and guarded or locked parking lots or depots and that they will be protected against theft. The Contractor must notify the Client immediately of any unscheduled stop.

3.14. If the Contractor does not comply with the agreed obligations, or does so only partially or incorrectly, the Client shall also be entitled to terminate the contract and commission third parties to perform the contract. The additional costs incurred as a result are to be reimbursed by the contractor.

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

4.1. The Contractor assures that he has the permits and authorisations required for transport in accordance with §§ 3, 6 of the Road Haulage Act - GüKG (licence to carry out commercial road haulage, Community licence, third country permit, CEMT permit, Swiss licence), trade law and other legal regulations. The Contractor shall immediately notify the Client of the loss or refusal of a required permit. The Contractor shall also submit to the Client at any time upon request an extract from the commercial register and/or a business registration as well as a current police clearance certificate for himself or for his organs and for his vicarious agents. The Contractor assures that there are no entries for property offences or traffic offences in the above-mentioned police clearance certificates.

4.2. The Contractor shall ensure that the services are carried out within the framework of the legal provisions applicable to it and its vicarious agents, in particular in compliance with the working time regulations for driving personnel (social regulations). In particular, the Contractor shall ensure that it and subcontractors - to the extent applicable - comply with the provisions of the Act to Strengthen Collective Bargaining Autonomy (Collective Bargaining Autonomy Act), in particular the obligation to pay the minimum wage under the Minimum Wage Act. The Contractor undertakes to comply with the obligation to report to the authorities in accordance with Section 16 MiLoG and to provide written proof of this at the request of the Client. The Contractor assures that it has not been sanctioned by the authorities or courts in the past for violations of these or other legal obligations (to the extent already applicable to it) in the area of wage payments, and has not been excluded from public contracts, in particular in this context. The Contractor shall notify the Client immediately if such violations or exclusions should occur during the term of the contract. In addition, the contractor concludes identical or at least analogous agreements with its subcontractors (sub-carriers) and pays them remuneration that enables the minimum wage to be paid to their employees. The Contractor shall indemnify the Client against all claims, in particular fines, that may be asserted against the Client in the event of a violation of the above-mentioned statutory provisions.

4.3. If the Contractor uses vicarious agents, he guarantees that the vicarious agents used have the necessary work permit and a valid social security card.

The Contractor assures that the Contractor and its subcontractors must comply with the provisions of the Posting of Workers Act (AentG) when using vicarious agents.

The Contractor shall indemnify the Client against all claims, in particular fines, that may be asserted against the Client in the event of a violation of the aforementioned statutory provisions.

4.4. The Contractor shall strictly comply with the relevant regulations on the transport of dangerous goods. In the event that dangerous goods have to be transported, he only uses personnel and vehicles that have an ADR certificate or dangerous goods equipment in accordance with GGVSE, if necessary.

The Contractor also undertakes to comply with the legal regulations on cabotage at all times.

4.5. The Contractor guarantees that it and its subcontractors will comply with the terms and conditions of the Act on Combating Illegal Employment in Commercial Road Haulage (GüKBilIGB).

4.6. The Client's Code of Conduct must be observed. This is <https://www.duvenbeck.de/code-of-conduct/> available on the website or will be made available to the Contractor free of charge upon request.

4.7. The Contractor shall only use vicarious agents who have the necessary knowledge and skills as well as the necessary reliability to carry out the transports. Persons who have a criminal record for property crimes, in particular for theft, embezzlement and robbery or for traffic offences, may under no circumstances be used to perform the services covered by the contract. The vicarious agents

must appear with a well-groomed appearance towards customers and employees of the client as well as the public and, if possible, have a command of the German or English language.

4.8. The Contractor shall provide the Client with up-to-date lists of the names of the personnel deployed as well as the names of the sub-carriers and their personnel on request at short notice and shall notify the Client of any changes to the lists. The Client is entitled to store and use the data for the purposes covered by the contract, taking into account the provisions of data protection law.

In the event of a violation, the Contractor is obliged to pay a contractual penalty in the amount of 10% of the agreed freight. The contractor is permitted to provide proof that damage or depreciation did not occur or is significantly lower than the lump sum. The Client shall be permitted to offset the contractual penalty against the Contractor's freight wage claims.

4.9. The Contractor shall carry the necessary documents as well as all other legally required papers with him on every journey and hand them over to the Client or a third party commissioned by the Client for inspection upon request during inspections. Furthermore, the Contractor shall allow the Client and third parties commissioned by the Client to carry out vehicle inspections at any time. The Contractor shall issue corresponding general instructions to its staff.

4.10. The Contractor shall confirm in writing the acceptance of the operating equipment (e.g. means of transport, hand scanners) and other items provided to him by the Client for use. He will carry or use these items exclusively for the purpose in accordance with the contract. The Contractor will carefully manage the items provided to him and protect them against loss and damage. He shall return these items to the Client in perfect condition at any time upon request, but no later than upon termination of the contract. Means of transport (swap bodies, roll containers, etc.) must be returned immediately upon completion of the respective transport for which they are used.

4.11. Transshipments are generally prohibited and may only be carried out with the written permission of the customer.

4.12. The Contractor shall allow the Client to carry out checks at any time with regard to compliance with all applicable legal provisions, either by itself or by third parties. The Contractor shall cooperate in these inspections and shall work closely with the Client or the third party designated by the Client.

4.13. If the Contractor violates Clauses 4.1 - 4.12, the Client may refuse to load the vehicle and demand the immediate provision of a vicarious agent or vehicle who meets the requirements of this Agreement or terminate the contract of carriage with immediate effect. The Contractor shall be obliged to compensate for all damages incurred by the Client as a result of the breach of the obligations under this Section. If the Contractor does not properly comply with these obligations, the Client shall also be entitled to commission third parties to perform the obligations; any additional costs incurred as a result shall be reimbursed by the contractor.

## 5. Legal Compliance

### 5.1. Anti-Terrorism Ordinance

The Contractor guarantees that it will duly comply with all measures related to the implementation of the applicable European legislation on combating terrorism. In addition, he guarantees that his company, the employees, the third parties commissioned by him as well as customers and suppliers have been checked in accordance with applicable European law and are not associated with persons suspected of terrorism, organizations or corporations in accordance with the European anti-terrorism regulations EC Regulation 2580/2001 and EC Regulation 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 (EC) 881/2002 and its amending regulations are involved in the execution of the transport orders.

The Contractor shall fully and irrevocably indemnify the Client against all direct and indirect claims by third parties resulting from the Contractor's failure to implement or insufficient implementation of the statutory measures to combat terrorism.

### 5.2. EU Mobility Pact

The Contractor assures that it will comply with the applicable provisions of Regulations (EU) 2020/1054 and (EU) 2020/1055, i.e. the so-called Mobility Pact. In doing so, it assures that it will implement and comply with the applicable regulations at the time of entry into force. He also assures that he will comply with the applicable regulations for crossings to or from Great Britain.

If the Contractor violates the aforementioned assurances, he shall be liable to the Client for all resulting damages. In addition, such a violation constitutes an important reason that entitles the Client to terminate the contract without notice.

### 5.3. Supply Chain Due Diligence Act

The Contractor guarantees to comply with all applicable regulations for compliance with due diligence obligations within the supply chain, in particular to implement, comply with and control the regulations of the Supply Chain Due Diligence Act (LkSG).

The Contractor shall regularly inform the Client of any violations and risks in the supply chain that it has identified and the measures taken in this regard.

The Client has set up a complaints procedure, which is also accessible to employees of the Contractor. Details are available on [www.duvenbeck.de](http://www.duvenbeck.de).

The Contractor shall pass on any information received from the Client on the accessibility, responsibility and implementation of the complaint procedure to its employees in an appropriate manner to other third parties appointed by it in the context of the fulfilment of the orders by 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 from all direct and indirect claims by third parties resulting from the Contractor's failure to implement or insufficient implementation of the measures to be carried out by law.

## 6. Vehicles used

6.1. The Contractor warrants that the vehicles are in a technically perfect, clean and roadworthy condition with a dry and odourless cargo space, which have been repaired and maintained in accordance with the intervals prescribed by law or by the manufacturer. As a matter of principle, vehicles should be used that comply with current standards, in particular the current Euro emission standards. Only vehicles that offer protection against the weather and have the necessary load securing devices may be used, so that the goods are secured at all times against loss and damage, in particular against access by unauthorised persons.

6.2. During the execution of the order, the vehicles must be equipped with a permanently operational communication system (car telephone; mobile phone, etc.) be equipped; the Contractor shall inform the Client at any time of the current telephone numbers. The driver must be available by phone at all times.

In the event of a violation, the Contractor is obliged to pay a contractual penalty in the amount of 10% of the agreed freight. The contractor is permitted to provide proof that damage or depreciation did not occur or is significantly lower than the lump sum. The Client shall be permitted to offset the contractual penalty against the Contractor's freight wage claims.

6.3. Parked vehicles must be locked and secured. The parking location must be checked or monitored during parking.

## 7. Remuneration

7.1. The Client shall pay the agreed remuneration. The payment term shall be 60 days from the date of invoicing, unless otherwise agreed by the parties. The application of Section 415 (2) and (3) of the German Commercial Code (HGB) (claims of the carrier in the event of termination by the sender) is excluded. In deviation from Section 421 (3) of the German Commercial Code (HGB), the contractor can only claim demurrage if the waiting time that exceeds the loading or unloading time exceeds two hours.

7.2. The Client reserves the right to invoice in the credit note procedure. In the case of settlement in the credit note procedure, the Contractor receives confirmation of the freight amount agreed with the Client with each loading/transport order.

7.3. The Client's payment shall not be due until the Contractor has provided all the necessary evidence of the delivery of the goods (such as a receipted delivery note, delivery receipt or CMR waybill, packaging notes, etc.).

The due date only occurs if these documents are submitted in full. Original waybills must be **sent to the customer** within 8 working days.

7.4. The Client is entitled to offset counterclaims (regardless of the legal grounds) as well as freight reductions in the event of poor performance.

## 8. Confidentiality and customer protection

8.1. For a period of five years after the termination of the contractual relationship, the Contractor shall also treat confidentially all information that it or its sub-carriers and other vicarious agents receive directly or indirectly from the

Client in the context of the cooperation under the contract. They may not be passed on to third parties or used for one's own business interests against the Client, unless information from third parties is necessary for the performance of the contract. Personal data made available to the Contractor is subject to data protection and must be treated accordingly. Trade and postal secrecy must be maintained. In particular, he is obliged not to disseminate any information or photos of the client or his business partners on social media or other media.

The confidentiality obligation does not apply to information:

- which were demonstrably already known to the Contractor before accepting the order,
- which the Contractor has demonstrably lawfully obtained from third parties without imposing an obligation of confidentiality,
- which is common knowledge or becomes generally known without breach of the obligations contained in this Agreement, or
- which the contractor has demonstrably developed as part of its independent developments.

8.2. The Contractor shall oblige its subcontractors and its other vicarious agents in writing to maintain secrecy within the meaning of the facts listed in No. 8.1. The Contractor shall allow the Client's Data Protection Officer, either personally or through a third party, to monitor compliance with this obligation. The Contractor shall ensure that this power of control also exists with its vicarious agents.

8.3. The Contractor shall be obliged to protect the Client vis-à-vis the Client. It shall not, directly or indirectly, accept orders for national or international transports from the Client's customers, for whom it acts on behalf of the Client within the framework of the freight orders awarded to it and with whom it comes into contact through this activity, which correspond to the services to be provided for the Client and specified in the respective freight order. He may not pass on such orders or his knowledge about them to third parties. Contractual relationships between the Contractor and the Client's customers that already existed at the time of conclusion of the contract shall remain unaffected by these obligations. These obligations shall continue to apply for a period of one year in the event of termination of all contracts within the scope of these provisions. In the event of termination of the cooperation between the Client and its customers, these obligations shall apply for a period of one year after the termination.

8.4. The violation of the provisions referred to in Nos. 8.1 to 8.3 shall entitle the Client to terminate all contracts within the scope of these Terms and Conditions without notice if it is due to the conduct of the Contractor's organs, employees or vicarious agents. In addition, a contractual penalty of €25,000 is due. The Contractor is permitted to prove that any damage or depreciation has not occurred or is significantly lower than the contractual penalty. The assertion of any further damage shall remain unaffected. However, the contractual penalty will be offset against claims for damages.

## 9. Duration of the contract, termination

9.1. Unless otherwise stipulated, the ordinary notice period for continuing obligations is one week. This does not affect



the right to extraordinary termination for good cause. An important reason for the client exists in particular if:

- the Contractor fails to comply with its legal or contractual obligations,
- the opening of insolvency proceedings over the assets of the Contractor has been rejected for lack of assets,
- there are criteria that indicate a significant deterioration in the Contractor's assets, such as fruitless enforcement measures by creditors, termination of a loan by a financing bank, demands for waivers of claims and/or subordination to one or more creditors or shareholders,
- a competitor of the Client or its affiliates directly or indirectly obtains a controlling influence over the Contractor.

9.2. Every termination must be in writing in order to be effective.

## 10. Liability, Indemnification

10.1. The liability of the Contractor shall be governed by the provisions of the German Commercial Code (HGB), unless otherwise agreed in this section. In cross-border traffic, the mandatory provisions of the CMR apply, if the CMR has a regulatory gap, the provisions of German law apply in addition.

**10.2. Pursuant to Section 449 (2) No. 1 of the German Commercial Code (HGB), the compensation to be paid for loss or damage to the goods is limited to up to 40 units of account (Special Drawing Rights of the International Monetary Fund - SDR) for each kg of the gross weight of the consignment, if and to the extent that the Client has a correspondingly high liability in the external relationship, for which he can take recourse. Any higher legal liability of the Contractor shall remain unaffected by the above provision.**

10.3. As a substitute value for damage to goods and losses, the fair market value of the goods at the place and time of acceptance for transport is calculated in a proven amount. Further claims remain unaffected by this.

10.4. The Contractor shall be liable for the loss and damage of the operating resources and other objects provided to him by the Client for use in accordance with the statutory provisions. In the event of damage, the Client may carry out the repair himself at the Contractor's expense. Irrespective of this, the Contractor shall also compensate for further damages incurred by the Client as a result of the loss or damage or misuse of objects provided. In the event of late return, the Client shall be entitled to demand lump-sum compensation for the loss of use, which corresponds to the industry-standard remuneration for the rental of the affected equipment and other items.

10.5. If the Contractor takes over trailers, he is obliged to carry out a departure check before taking over. If there are any defects or concerns, the Contractor must notify the Client immediately.

If the Contractor has not reported any defects, it shall be presumed that there were no defects at the time of acceptance.

10.6. The Contractor shall be liable for all damages caused by him, the vehicles used by him and the drivers. The Contractor shall also be liable to the Client for the actions of the sub-carriers commissioned by the Contractor and for its other vicarious agents.

10.7. Within the scope of its liability towards the Client, the Contractor shall indemnify the Client against all civil law claims asserted against the Client by third parties on the basis of its conduct or the conduct of its vicarious agents. In particular, upon first written request, the Contractor shall indemnify the Client within the scope of its liability towards the Client from all civil law claims asserted by third parties against the Client arising from alleged violations of the Collective Bargaining Autonomy Act by the Contractor or a subcontractor. Third parties in this sense are, in particular, the employees of the contractor or a subcontractor.

10.8. The Contractor's obligation to indemnify shall also apply to all sanctions, fines or other measures under public law or claims under public law asserted by legal entities under public law due to possible violations of the Collective Bargaining Act by the Contractor or a subcontractor.

10.9. Exemption from the obligation to indemnify pursuant to No. 10.6. and 10.7. also include all costs incurred in connection with legal defense, e.g. attorney's fees and court costs.

## 11. Insurance

11.1. The Contractor will insure himself in a sufficient amount, in particular he will take out the following insurances:

- a) Motor vehicle liability insurance
- b) Business liability insurance
- c) Market-standard transport liability insurance at least in accordance with § 7a and in accordance with CMR. Transport liability insurance must also be taken out for transport services that are not subject to the cmr GüKG.

11.2. The Contractor shall immediately notify the Client of the expiry of the insurance contract and the initiation of dunning proceedings in accordance with Sections 37 and 38 of the Insurance Contract Act.

11.3. To the extent permitted by law and possible in accordance with the insurance terms and conditions customary in the industry, the insurance contracts shall stipulate that insurance benefits are to be provided directly to the Client. Upon request, the Contractor shall irrevocably assign its claims against the insurance company to the Client on account of performance.

11.4. The Contractor undertakes to insure third-party vehicle units or load units (e.g. trailers, swap bodies, etc.) in its traffic liability insurance within the framework of the statutory provisions and to confirm them separately by its insurance company. These are considered to be transport goods within the meaning of the contract.

11.5. The Contractor shall at any time upon request provide the Client with proof of the timely payment of the premium, the current scope of coverage and the extent of the use of the traffic liability insurance in the relevant insurance period.

11.6. The Contractor shall be obliged to ensure that all claims for compensation asserted by the Client are processed without delay and reported to the Contractor's liability insurer for goods damage. The Contractor will inform the Client of the insurer's file number.

11.7. In accordance with § 7a GüKG, the Contractor shall carry the valid proof of insurance in the vehicle and present it to the Client upon request. If the Contractor does not comply with this request, the Client shall be entitled to award the contract to another Contractor or to transport the goods himself. The Contractor shall reimburse the Client for any additional costs incurred as a result.

## 12. Contract

12.1. The contract haulage contract shall be concluded if the Contractor and the Client agree that the Contractor shall provide a manned vehicle for use in accordance with the Client's instructions.

12.2. The provisions of these Terms and Conditions of Contract shall apply mutatis mutandis to the contract carriage contract, 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 the contract transport contract, which includes in particular the time of use.

12.3. The Contractor guarantees that the liability arising from contract transport contracts 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. Changes to the contract

13.1. The Client shall notify the Contractor in writing of any changes to these Terms and Conditions in good time.

13.2. Changes or additions to the concluded contract must be made in writing. This also applies to a waiver of the written form requirement.

## 14. Offsetting/Lien and Right of Retention

14.1. A set-off or retention against claims of the Client is excluded, unless the counterclaims due by the Contractor are undisputed, legally established or ready for a decision.

14.2. The Contractor shall not be entitled to assert liens and rights of retention on goods handed over for transport, unless these are undisputed or legally established claims.

14.3. The pledging of claims against the Client is excluded, unless the claims are undisputed or have been legally established. The assignment of a claim of the Contractor shall only be effective vis-à-vis the Client if the Contractor notifies the Client with all the necessary information (order and vendor number, name, address and account number of the new creditor, amount, date of the effective date of the assignment, etc.) and the Client agrees to the assignment in writing.

## 15. Data protection

The parties provide their services in accordance with the applicable national data protection regulations and the General Data Protection Regulation (EU) 2016/679, as

amended (GDPR). Insofar as the Client receives personal and other data from the Contractor, these shall be used exclusively for the fulfilment of its performance obligations, unless the parties have agreed otherwise. As part of the fulfilment of its obligation to perform, it may be necessary to pass on personal data (e.g. to subcontractors, subsidiaries of the client, authorities or customs). Details on the use of personal data are regulated in the "Information on Data Protection". The Client confirms that it has received the "Information on Data Protection" from the Client. These can also be viewed at any time 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 Federal Republic of Germany applies. The exclusive place of jurisdiction shall be **the registered office of the client**, insofar as the contractor is a merchant and provided that there are no mandatory provisions to the contrary.

16.2. Insofar as the CMR applies, the parties agree on the above 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 office of the Client. If the latter has several branches, the place of performance is the branch to which the order is addressed.

16.4. Should any provision of this Agreement be invalid in whole or in part or subsequently lose its legal effect, this shall not affect the validity of the remaining provisions. Incidentally, this does not affect the validity of the contracts concluded. In such a case, the parties shall substitute a valid or enforceable provision for the void, invalid or unenforceable one, which corresponds as closely as possible to the spirit and purpose of the provision to be replaced and the other provisions of the contract.