



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

**DUVENBECK as a client**

(Date: [to complete])

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

1.1. The following General Terms and Conditions apply to all orders of the **Duvenbeck Group** and its affiliated companies in accordance with Section 15 of the German Stock Corporation Act (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, are not applicable. Incidentally, the statutory regulations of the Spanish Transport Contracts for Freight Act 15/2009 November 11 (*Ley del Contrato de Transporte Terrestre de Mercancías*) ("LCTTM") and the Spanish Regulation of Land Transport Act 16/1987, of July 30 (*Ley de Ordenación del Transporte Terrestre*) ("LOTT"), 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 other General Business Terms and Conditions should be agreed, these shall apply subordinate to these General Business Terms and Conditions

1.3. The terms and conditions shall also apply to the wage transport contract in accordance with § 12.

**2. Conclusion of the contract**

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

2.2. 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 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. The Client is entitled to claim higher damages on proof. 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 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 Contractor 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 Duvenbeck Contractor Portal immediately, but within 30 minutes of arrival or departure.

Alternatively, it is possible to provide Duvenbeck with 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 as binding information.

3.6. The Contractor is responsible for supervising 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 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. Empty Pallet load and exchange [Cologne Pallet Exchange] shall be deemed as agreed if no agreements have been reached to the contrary. For the purposes of this General Terms and Conditions, the procedure for Cologne Pallet Exchange is that set out in Annex I of this Contract.

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 per pallet and EUR 85.00 per mesh boxes, 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 Client is permitted to offset claims for damages from omitted exchange of loading means against Contractor's freight remuneration claims.

3.11. Subcontracting and transshipment of goods subject are expressly prohibited, except with express Client's written authorization. If the Contractor violates this prohibition and, where applicable, fails to comply with its obligation to pay the transport price to the actual carrier, the Client will not guarantee collection of the price in the event of the exercise of the direct action regulated in the sixth additional provision of Law 9/2013. Likewise, in the event of subcontracting, the Contractor will not be entitled to collect the transport price until it proves payment to the actual carrier. In any case, if, due to non-compliance with its obligation to pay the actual carrier, the Client should make the payment in connection with the exercise of the direct action, the Contractor shall reimburse the Client for all costs resulting from the non-payment, including the price owed to the actual carrier, interest, late payment surcharge, legal costs, and any damages incurred. In any case, subcontracting authorization will be conditional on the carrier's commitment to pay or oversee payment to the entire subcontracting chain and, if not, to authorize the Client to retain the amount owed to the carrier without any third-party request or claim. The carrier waives its right to exercise direct action against the Client's shippers and customers.

3.12. If the Contractor does not fulfil the contractually agreed services itself and, with prior authorization from the Client, 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 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 with local, regional, state and, where applicable, European or international 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 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 in particular the obligation to pay the minimum wage according to the Spanish minimum wage regulations currently in force). The Contractor assures that it shall satisfy the reporting obligation pursuant to the Spanish Workers' Statute and the applicable labour legislation towards the authorities and, at the Client's request, will prove this in writing. The Contractor assures that 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 have the necessary work permit and a valid social security card.

The Contractor warrants that the provisions of the LCTTM, the LOTT and the Posting of Workers in the Framework of a Transnational Provision of Services Act 45/1999, of November 29, when applicable, 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 or hazardous goods equipment according to the Royal Decree 97/2014, of February 14, regulating operations for the transport of dangerous goods by road in Spanish territory and any applicable 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 applicable regulations against 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 Clients and employees of the Client as well as towards the public and as far as possible be proficient in the [Spanish]or English language.

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 the Contractor is obligated to pay a contractual penalty in the amount of 10% of the agreed freight charge. The Client is entitled to claim higher damages on proof. 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 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 applicable regulations corporate social responsibility

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 the Contractor is obligated to pay a contractual penalty in the amount of 10% of the agreed freight charge. The Client is entitled to claim higher damages on proof.

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 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 Contractor shall issue his invoice before fifteen calendar days have elapsed from the date of effective receipt of the goods or the provision of the service.

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. Demurrage can only be claimed by the Contractor in deviation from Article 22 of the LCTTM 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 reduce freight charges in case of poor performances.

### 8. Confidentiality and Client 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 by the Contractor before before the provision of services to the Client

- 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 Client 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 clients 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. 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 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 the event of a termination of the cooperation between the Client 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 Client 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 Client is entitled to claim higher damages on proof. 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 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 LCTTM and the applicable subsidiary legislation, if not otherwise agreed in this Terms and Conditions. In cross-border transports the mandatory provisions of the CMR shall apply according to, in its case, the declaration of special interest in Annex II., if the CMR features a loophole in the regulations, the regulations of Spanish law shall additionally apply.

10.2. A possibly higher statutory liability of the Contractor shall remain unaffected by the aforementioned regulation. In accordance with article 61.3 of the LCTTM, the Parties agree to increase the compensation limit in the event of damage or loss of the goods to 40 invoice units (special drawing rights of the International Monetary Fund SDR) for each kg of the gross weight of the shipment. In cross-border transport, in its case, a declaration of a special interest have been made in Annex II.

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 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 Client for the actions of the sub-freight forwarders commissioned by it as well as for its other vicarious agents.

### 10.6.

The Contractor shall indemnify, defend, and hold harmless the Client and its officers, directors, managers, equity holders, employees, agents, affiliates, successors, and permitted assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees, the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance, arising out of or relating to any claim of a third party relating to or alleging:

- a breach or non-fulfillment of any representation, warranty, or covenant under this Agreement by the Contractor;
- any bodily injury, death, or damage to real or tangible personal property caused by the willful or negligent acts or omissions of the Contractor;



- c) any failure by the Contractor to comply with any applicable laws;
- d) any negligent or more culpable act or omission of the Contractor.(including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement; or

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 any applicable laws.

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.

10.9 All penalties, as well as the amounts and limits of the Contractor's compensation obligations, have been taken into account in setting the transport price and are known and accepted by the Contractor, in accordance with Annex II of this agreement.

10.10 The limits on the Contractor's liability, if any, shall not apply in the event of willful misconduct or a conscious and voluntary breach of the assumed legal duty that causes damages that, without being directly intended, are a necessary consequence of the action.

## 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 to cover the Contractor's liability for loss, damage and delay according to Clause 10 of this agreement 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, LOTT or LCTTM.
- d) Any other mandatory insurance required by applicable law such as, but not limited to, mandatory insurance for cabotage transport.

11.2. The Contractor shall inform the Client of the lapse of the insurance contract and the initiation of court payment order proceedings according to Articles 15 and 16 of the Spanish Insurance Contract 50/1980 8 October 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 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 the aforementioned insurances 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. Wage Transport Contract

12.1. The hiring of carriage services ("Wage Transport") through the leasing of a vehicle with a driver as a different figure from the transport 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 Wage Transport contract with the proviso that the Contractor shall not be liable for damage caused by the Client, provided that such instructions are the primary cause of the damage and the Contractor could not reasonably object to them, or the Client assumed the risk thereof.

. 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 wage transport contract 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. Amendments to these terms and conditions will be communicated by the Client 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 Client 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

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been declared final and binding. The Contractor waives any right to retention and realization of the goods, including that established in article 40 of the LCTTM.

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 laws of the Spanish Kingdom shall apply. However, German law shall apply, only for the definition of company group, in accordance with the provisions of clause 1.1. The exclusive place of jurisdiction is the registered seat of the Duvenbeck Logística, S.L.U. insofar

as the Contractor is a merchant and if this is not opposed by any mandatory regulations.

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 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.

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**Annex I**  
**Cologne Pallet Exchange**

**Collection of Empty Pallets**

**Upon delivery of the goods, the Contractor shall collect an equal number of empty pallets from the recipient. These pallets must be in equivalent condition to those originally provided. The Contractor shall inspect the collected pallets to ensure they are free from significant damage and meet the quality standards required for reuse.**

**Documentation and Tracking**

**The Contractor shall maintain accurate records of the pallet exchanges, including the number of pallets delivered and collected, and the condition of the collected pallets. The Contractor shall provide the sender with documentation of each pallet exchange, ensuring transparency and accountability in the process.**

**Return of Pallets**

**The Contractor shall return the collected empty pallets to the sender within the agreed timeframe. The Contractor is responsible for ensuring that the pallets are returned in a condition suitable for reuse, adhering to the quality standards established by the Parties.**

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## Annex II

### Price

#### **[To be completed in each case]**

Parties agree that the limits on the Contractor's liability, if any, shall not apply in the event of willful misconduct or a conscious and voluntary breach of the assumed legal duty that causes damages that, without being directly intended, are a necessary consequence of the action.

In cross-border transports, in accordance with Article 26 of the CMR Convention, the Client hereby declares a special interest in the delivery of the goods described. This declaration is made to ensure that the goods are handled with the utmost care and priority during transportation.

The special interest in delivery pertains to the following aspects:

- Timely delivery of the goods to the designated recipient.
- Maintenance of the goods in their original condition without any damage or loss.
- Adherence to specific handling instructions provided by the sender.

### **Increased Contractor's Liability**

All penalties, as well as the amounts and limits of the Contractor's compensation obligations, have been taken into account in setting the transport price and are known and accepted by the Contractor.

Parties agree to increase the compensation limit for the Contractor's liability in the event of damage or loss of the goods to 40 invoice units (special drawing rights of the International Monetary Fund SDR) for each kg of the gross weight of the shipment. The parties agree that the surcharge in compensation for increased liability is already included in the Price