

General Terms and Conditions for Transport, Freight and Freight 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 companies forming a group of companies – **Duvenbeck Group**, including orders of Duvenbeck Logistick Sp. z o.o. in Wrocław and its affiliated companies in accordance with Art. 4 par. 1 point 4 and 5 of the Polish Commercial Companies Code –(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 Polish Freight Forwarding Rules, are not applicable. Incidentally, the statutory regulations for the freight business [Transport Law and Articles 779 – 793 of the Civil Code] or for the freight forwarding business [Articles 794 – 804 of the Civil Code] 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 Polish Freight Forwarding Rules or other General Business Terms and Conditions should be agreed, these shall apply subordinate to these General Business Terms and Conditions

2. Conclusion of the contract

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

2.2. The order can only be accepted without stipulations, amendments or additions as to the content and terms of the order and these General Terms and Conditions. The Contractor may not accept an order on condition or subject to a time limit.

2.3. 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 Customer will charge the costs for procuring a substitute vehicle at least, however, EUR 150.00 after the expiry of a deadline of 4 hours, beginning from the originally agreed provision date. In the event of the charging of the flat rate damages the

Contractor reserves the right to prove that no or less damages were actually suffered by the non-provision of the vehicle.

3.3. The Contractor shall inform the 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 a contractual penalty in the amount of 20% of the agreed freight, whereby the Contractor is given the right to prove a lesser damage. The Client shall be entitled to claim damages in excess of the contractual penalty, up to the full amount of the damage suffered. The Client shall be permitted to offset the contractual penalty 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 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 the loading and unloading of the goods (loading secure for transport and operationally-safe loading), their securing on the vehicle and their sufficient guarding, insofar as not otherwise agreed in an individual case. If the loading is carried out by the Customer in an individual case without such an agreement, it shall act as vicarious agent of the Contractor.

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

3.8. 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 Customer without delay.

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

3.9. 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 Customer shall be entitled after a one-off reminder, instead of the return to request the payment of a contractual penalty in the amount of EUR 12.50/ 85.00 for each pallet/ mesh boxes that is not returned from the Contractor. The Contractor reserves the right to prove a respectively lower damage.

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

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

3.12. 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 contractual terms and conditions. The Contractor undertakes to compensate all damages, which are suffered by the Customer due to the breach of the obligations according to this Subclause.

3.13. 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 Customer without delay.

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

4. Special obligations of the Contractor

4.1. The Contractor assures that it has the permits and authorisations which are necessary for the transport according to the appropriate provisions of Road Transport Act, including provisions of Art. 5, 5a, 28, 29 Road Transport Act and other statutory and international regulations. The Contractor will report the loss or the refusal of a necessary permit to the Customer without delay. The Contractor will furthermore submit to the Customer at all times upon request an excerpt from the commercial register and/or a trade registration as well as in relation to its person or for its bodies and for its assigned vicarious agents a current police conduct certificate. The Contractor assures that there are no entries owing to asset or traffic offences in the aforementioned police conduct certificates.

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

4.3. 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 shall comply with the respective national laws in the countries in which it performs the service.

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 and documentation required according to the provisions of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and the provisions of the Polish Act on the carriage of dangerous goods.

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 German law governing the combatting of illegal employment in commercial road haulage (GÜKBillGB) when carrying out transport orders from, to or within Germany. The Contractor assures that it is aware of and accepts the content of the regulations and obligations of the aforementioned Act.

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

4.7. 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 Customer as well as towards the public and as far as possible be proficient in the Polish 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 Customer upon request at short notice and report any changes to the lists. The Customer is entitled to store and use the data for the contractual purpose by taking the provisions under data protection law into consideration.

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

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

4.10. The Contractor will confirm the take-over of the operating equipment provided to it by the Customer for use (e.g. transport means, hand scanners) and other objects in writing. It will exclusively carry these items with it or use these for the purpose as per contract. The Contractor will manage the objects handed over to it carefully and protect

these against loss and damage. It will return these objects to the Customer in an impeccable condition at all times upon request, no later however than upon termination of the contract. Transport means (swap bodies, roll containers, etc.) are to be returned directly upon completion of the respective transport, for which these are used.

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

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

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

5. Compliance with statutory regulations

5.1. Anti-Terror Regulation

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

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

5.2. Mobility Pact

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

If the Contractor breaches the aforementioned guarantees, it shall be liable to the Customer for all resulting damage.



Furthermore, such a breach constitutes an important reason entitling the client to terminate the contract without notice.

5.3. Supply Chain Due Diligence Act

The Contractor guarantees that it will exercise appropriate human rights and environmental due diligence in the supply chain with respect to its business operations and business relationships with the Client. The Contractor is responsible for respecting human rights and the negative impact of its business activities on the environment. In particular, it is obliged to prevent human rights violations, to comply with its environmental obligations, to mitigate negative impacts on human rights and the environment, and to take corrective action in the event of violations. For this purpose, the Contractor undertakes to comply with the requirements set out in the Directive (EU) 2024/1760 on Corporate Sustainability Due Diligence irrespective of the level of employment and turnover in the last financial year. In particular, the Contractor is obliged to identify, analyse and minimize human rights and environmental risks, as well as to counteract disclosed human rights or environmental violations.

The Contractor shall regularly inform the contracting authority about any violations and risks in the supply chain identified by it and the measures taken in this regard. At the request of the Client, the Contractor is also obliged to provide immediate written information on the method of identifying, assessing and managing negative impacts on the environment and human rights.

The contracting authority has set up a complaints procedure that is also accessible to employees of the Contractor. Details are available at www.duvenbeck.de.

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

The Contractor shall fully and irrevocably indemnify the Customer against all direct and indirect claims of third parties resulting from a failure to implement or an insufficient implementation of the measures to be carried out in the line with the aforementioned Directive (EU) on Corporate Sustainability Due Diligence 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 Customer of the current telephone numbers at all times. The driver must be available by telephone at all times.

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

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

7. Remuneration

7.1. The Customer shall pay the agreed remuneration. Deemed as agreed term of payment is 60 days from invoicing, if not otherwise agreed by the parties.

The Customer shall not be liable to the Contractor for any damages in the event of renounce the contract according to paragraph 9, subject to the compensation for readiness to execute the order provided therein.

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

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

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

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

8. Confidentiality and customer protection

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

The non-disclosure obligation shall not apply to information,

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

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

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

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

9. Term of contract, renunciation of a contract, termination

9.1. The Client has the right to renounce the contract no later than the beginning of loading, if it turns out that for reasons beyond the Client's control, the transport order cannot be fulfilled. The Renunciation of the contract by the Client in the event of providing a vehicle for loading entitles the Contractor to a lump sum compensation of EUR 100 for readiness to execute the order.

9.2. The Client has the right to renounce the contract due to the Client's fault without calling for its performance if the Contractor declares that it will not perform the contract in accordance with the terms and conditions set out therein

or in the event of the Contractor's delay in providing the vehicle for loading.

9.3. The Client's declaration of withdrawal shall be in a written, document (e-mail) or electronic form.

9.4. The exercise of the above rights does not exclude the Client's right to withdraw from the contract in other cases provided for by law.

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

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

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

10. Liability, indemnification

10.1. The liability of the Contractor is oriented to the provisions of the Polish Transport Law and Polish Civil Code 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 Polish law shall additionally apply.

10.2 The Contractor shall be liable for the loss, shortage or damage to goods that occurred from the time they were taken over for transport until the time of their delivery, as well as for any delay in the delivery.

10.3 In the event of the Contractor's liability for the total or partial loss of goods or for a shortage in goods, the amount of compensation for this cannot exceed the value of the goods at the place and time of their delivery for transport, which is determined on the basis of and in the following order:

- the price specified in the invoice issued by the seller or supplier of the goods or
 - the value of items of the same type and kind.
- If the amount of compensation cannot be determined in the manner specified above, this amount shall be determined by an independent expert.

10.4 In the event of the Contractor's liability for damage to goods, the basis for determining the amount of compensation shall be the percentage reduction in their value calculated in accordance with No. 10.3. However, the amount of compensation for damage to goods cannot exceed:



- the compensation due for the loss of the entire goods, if they have suffered a decrease in value as a result of damage,
- the compensation due for the loss of that part of the goods that has suffered a decrease in value as a result of damage.

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

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

10.6. The Contractor will indemnify the Customer within the scope of its liability towards the Customer from all claims under civil law, which are asserted by third parties against the Customer owing to its conduct or owing to the conduct of its vicarious agents, including by settling such claims. 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 fines, which are asserted by legal entities under public law owing to the Contractor's conduct or owing to the conduct of its vicarious agents.

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) Carrier transport liability insurance with full coverage for damage with no exclusion of the insurer's liability for loss, shortage or damage to the consignment, theft, loss or robbery of the cargo being carried and no exclusions for the protection of the goods accepted for carriage. The transport liability insurance is also to be concluded for transport services.

11.2. The Contractor shall inform the Customer of the lapse of the insurance contract or of the cessation of the insurer's liability in cases specified in Art. 814 of the Civil Code without delay.

11.3. In the insurance contracts, insofar as permitted by law and possible according to customary terms and conditions in the insurance industry, it is to be stipulated

that insurance benefits are to be provided directly to the Customer. Upon request the Contractor will assign its claims against the insurance irrevocably in lieu of payment to the Customer.

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

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

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

11.7. The Contractor will carry the valid proof of insurance in the vehicle and submit this to the Customer upon request. In addition, at the Customer's request, the Contractor shall immediately present a current and valid policy, confirming the conclusion of the carrier transport liability insurance contract. If the Contractor does not satisfy this request then the Customer is entitled to award the order to another contractor or to transport the goods itself. Additional costs incurred hereby have to be reimbursed to the Customer by the Contractor.

12. Amendments to the contract

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

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

13. Offsetting/ right of lien

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

14.2 In order to secure claims arising from the contract concluded with the Client, the Contractor has the right of lien on the goods handed over for transport as long as these goods are with the Contractor or with the person who holds it on his behalf, or as long as he can dispose of it on the basis of documents.

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

14. Data protection



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

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

16.1. In matters not covered by these General Terms and Conditions the appropriate provisions of Polish law shall apply. The exclusive place of jurisdiction is the registered seat of the Customer, insofar as the Contractor is a merchant and if this is not opposed by any mandatory regulations.

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 Customer. 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.



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.