



General terms and conditions of transport and services governing the activity of freight forwarding (sub)contractors

DUVENBECK as Client

(Date: 07.04.2025)

1 Scope; waiver agreements

1.1 The General terms and conditions below apply to all the transport orders of Duvenbeck Logistik SRL and of the companies with which it is in affiliation relations, as defined by the Tax Code, Law 227/2015, hereinafter referred to as CLIENT/BENEFICIARY with various collaborators as CARRIERS, also referred to as SUBCONTRACTORS or SERVICE PROVIDERS, within national or international freight transport.

1.2 No general conditions of the subcontractor, derogations from the provisions of this document or special legal provisions with limited territorial applicability are applicable. The mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road (referred to as CMR Convention, ratified by Romania by Decree 451/1972) apply to the transports to which it has incidence according to art. 1 and 2 CMR. For national transports, the provisions of GO 27/2011, and art. 1955 et seq., 1961-2001 of the Romanian Civil Code (CC) shall also be considered. In the case of the forwarding contract, art. 2064-2071 (CC) are applicable. To the extent that the validity of different legal provisions or other general business conditions should be agreed, they apply in the alternative to these general business conditions

2 Conclusion of the Agreement

2.1 Orders are placed in writing, verbally or by phone or in electronic form (by data transmission, web portal or e-mail).

2.2 If there is a framework agreement between the beneficiary and the carrier, the subcontractor undertakes to accept and execute the orders without delay. If the carrier cannot execute the order for any reason, it must immediately notify the beneficiary.

3 Performance of transport

3.1 The loading and unloading dates agreed according to 2.1. are fixed and binding dates. The Provider must make sure that the goods are taken over at the place of loading in a timely manner within the agreed time horizon, are transported and delivered to the recipient at the place of destination within the established term, as well as without loss or damage.

3.2 Failure of a vehicle to be present on a date agreed between the parties or of making available a vehicle that is not suitable for performance of the agreed transport (for example, unfit vehicles), the beneficiary will charge the costs for the procurement of a replacement vehicle, but not less than EUR 250.00 after the expiry of a 4-hour period, starting from the date of the initially agreed date of availability. In the event of the charging flat-rate damages, the carrier reserves the right to prove that, in reality, no damages were suffered or lesser damages were suffered by not making the vehicle available.

3.3 The Carrier must immediately notify the beneficiary by e-mail, SMS or other means of communication of any obstacles in the way of receipt, transportation or delivery by

sea, delays, deviations from the order (such as quantity deviations, damages), as well as of all other disruptions in the execution of the shipment, including hazards, even if they are the result of an unavoidable event or force majeure. If the carrier violates this obligation to provide information and request instructions, it must pay flat-rate damages in the amount of 20% of the agreed transport, while having the right to prove a lower damage. By way of derogation from the provisions of art. 23(5) CMR the Beneficiary is entitled to claim higher damages based on the evidence that it has in turn borne these damages to the final beneficiaries.

3.4 The Subcontractor grants the Beneficiary access to the GPS vehicle tracking system used by it, for the purpose of controlling the position and transit time or makes such data available to the Beneficiary. The Beneficiary undertakes to amend the regulations on personal data protection.

3.5 Transmission of status messages

The Subcontractor is obliged to transmit immediately, but in no case more than 30 minutes after arrival or departure, the arrival and departure times of any loading and unloading point to the Duvenbeck Beneficiary's portal.

Alternatively, it is possible to provide Duvenbeck with the authorization for the GPS position reports of the vehicles of the carrier or to use the Duvenbeck app.

Tracking times transmitted by email or phone are not supported.

3.6 The Subcontractor is responsible for the supervision of the loading and unloading of the goods (safe loading for transport and safe loading from an operational point of view), their fixation on the vehicle and their sufficient security, to the extent not otherwise agreed in an individual case. If in an individual case the loading is carried out by the subcontractor without an agreement in this regard, it acts as agent without representation of the beneficiary.

3.7 The Subcontractor must document the takeover and delivery of the goods either on the transport documents provided by the customer or by using the electronic systems, in a complete and truthful manner. At the collection of the goods, and at each subsequent interface, the Contractor shall examine the packages for completeness and identity, as well as for externally visible damage and intactness of seals and locks, and shall document in writing any irregularities found, providing details as requested from the party from whom the Contractor has collected the goods. If the Provider takes over a sealed unit [box, container], its obligation is limited to a control of the identity and external integrity of the unit and of the seal.

3.8. Prior to taking the goods, the Service Provider undertakes to check that the packaging is reasonably intact and suitable for the proper performance of the transport. In the event of defects or doubts about the packaging, it must report this to the beneficiary without delay.

Unless a complaint for defects is filed, the presumption that the goods taken over have been properly packed, labelled and handed over shall apply.

3.9 If the obligation to return the pallets/mesh boxes is not met within the agreed deadline, the beneficiary has the right, after one warning, instead of the return, to request the payment of the amount of EUR 12.50/EUR 85.00 plus the legal value added tax for each pallet/mesh box that is not



returned by the provider. It reserves the right to prove a lower damage.

The Beneficiary is allowed to compensate the claims for the damages resulting from the missed exchange of the means of loading with the value of the transports due to the carrier.

3.10 The Carrier is not entitled to use subcontractors, to the extent that it has not been explicitly allowed to do so in writing. In such an event, for good reasons, the customer may object to the use of a subcontractor, with the consequence of refraining from using it. A valid reason exists in particular if the envisaged subcontractor, through an objective analysis, does not offer the guarantee of a performance in accordance with the contract or has previously violated the relevant legal provisions or the customer's safety provisions.

3.11 Where the Carrier does not itself perform the services agreed by the contract, but entrusts a third party with this purpose (freight sub-consignor, freight forwarder, subcontractor), it shall ensure, *inter alia*, through appropriate agreements with the third party and through regular checks, that this third party and its secondary agents comply with the legal and contractual obligations of the beneficiary, in particular with the provisions of sub-clauses 4 and 8 of these contractual conditions. For any damages caused by its subcontractors, the Carrier remains solely liable to the beneficiary and undertakes to compensate for all its damages.

3.12 The Carrier make sure to store the goods and/or park the loaded trailers only on a sufficiently secured site and in guarded or closed parking lots or commercial warehouses and will protect them against theft. The Carrier must report each unscheduled stop without delay.

3.13 If the Provider fails to meet the agreed obligations, fulfills them only partially or does not fulfill them properly, the Beneficiary has the right to terminate the contract and to entrust third parties with their fulfillment. Additional costs incurred thereby must be reimbursed by the Provider.

4 Special obligations of the contractor

4.1 The Provider ensures that it has all the permits and authorizations that are necessary for the transport in accordance with the Min. Order of Transport and Infrastructure no. 980/2011 approving the Methodological Norms on the application of the provisions regarding the organization and performance of road transport and their related activities established by Government Ordinance no. 27/2011 on road transport (license for the performance of commercial road transport of goods, community license, third country license, CEMT authorization, Swiss license), in accordance with all relevant legal regulations. The Provider shall report without delay any loss of the Beneficiary caused by the lack of any authorization. In addition, the Contractor shall submit to the Beneficiary at any time, upon request, any authorization or license required (to the Provider or its subcontractors) for the performance of the transport activity. The Contractor guarantees that the criminal record checks contain no entries against property or traffic offenses, trafficking in persons or goods/drugs.

4.2 In accordance with Law no. 16/2017 and 172/2002 the Carrier ensures that the services are provided in accordance with the applicable legal provisions, in particular with the regulations on salaries and working time for management personnel, driving time and rest (according to

Reg. EC 561/2006 and the Romanian Government Ordinance no. 37/2007). In particular, the Carrier ensures that it and its subcontractors - if applicable - comply with the regulations of the law governing the strengthening of tariff autonomy (German Tariff Autonomy Law), in particular the obligation to pay the minimum wage in accordance with the German Minimum Wage Law (MiLoG), French law (Macron), as well as the other similar laws in other countries. It guarantees that it will meet the reporting obligation under Section 16 MiLoG to the authorities and, at the request of the client, will prove this in writing. It guarantees that no official or judicial sanctions have been imposed on it in the past as a result of the violation of these obligations or other legal obligations (to the extent that they are already applicable to it) in the field of salary payment. The Provider shall immediately report if such violations occur during the term of the Agreement. In addition, it will enter into identical or at least appropriate agreements with its subcontractors and pay them remuneration that allows the payment of the minimum wage to their employees. The Provider shall indemnify the Beneficiary from all claims, in particular from fines, which are made against it in the event of a violation of the legal regulations described above.

4.3 If the Provider uses agents or subcontractors, it guarantees that the agents/subcontractors have the necessary work permit and a valid social security card.

It also guarantees that the provisions of the Law on seconded workers are mandatory for its subcontractors when using agents.

The Provider indemnifies the Client for all claims against it, in particular for the payment of fines, in the event of violation of the aforementioned legal provisions.

4.4 The Provider shall strictly comply with the relevant regulations on the transport of dangerous goods. If dangerous goods are to be transported, to the extent necessary, it shall only use personnel and vehicles that have an ADR certificate or equipment for dangerous goods in accordance with DIRECTIVE 2008/68/EC of the EUROPEAN PARLIAMENT and of the COUNCIL of 24 September 2008 on the inland transport of dangerous goods.

In addition, it guarantees that it will always comply with the legal regulations on cabotage.

4.5 The Provider guarantees for itself and for its subcontractors that it will comply with the conditions of the law regulating the fight against illegal work.

4.6 Compliance with the Beneficiary's Code of Conduct is mandatory. You may access it on the website <https://www.duvenbeck.de/code-of-conduct/> or shall be made available free of charge to the Provider upon request.

4.7 The Provider shall only use agents who have the necessary knowledge and skills, as well as the reliability necessary for the performance of the transports. Under no circumstances may persons who have a criminal record due to offences against property, in particular due to theft, embezzlement and robbery or due to road traffic offences be used for the performance of the contractual services. The agents must have a neat appearance and, as far as possible, they should know German or English.

4.8 The Provider shall make available to the Client, upon request and shortly, the current lists with the names of the designated personnel, as well as the names of the



personnel used by its subcontractors and shall report any change in the lists. The Client has the right to store and use the data for the contractual purpose, taking into account the provisions of the legislation on the protection of personal data.

In the event of each violation, the Provider is obliged to pay a contractual penalty of 10% of the value of the transport, but is allowed to prove that the Beneficiary has not suffered any damage or value decrease or that it is substantially less than the penalty. The Beneficiary is authorized to offset the contractual penalty with the Provider's claims regarding the transport remuneration.

4.9 The Provider shall have the necessary documents, and the additional documents provided by law for each trip and shall hand them over, upon request, to the Beneficiary or to a third party charged by the Beneficiary for examination in the case of controls. In addition, the Provider shall allow the Beneficiary and the third parties entrusted by it to carry out vehicle checks at any time, for which purpose it shall give appropriate general instructions to its personnel.

4.10 The Provider shall confirm in writing the takeover of the operating equipment that has been made available for use (e.g. means of transport, manual scanners) and other objects. He shall exclusively transport these objects with him or use them for the purpose set out in the contract. The Provider will carefully manage the items that are handed over to it and will protect them against loss and damage. It shall return these items in an impeccable condition at any time, upon request, but not later than the termination of the contract. The means of transport (movable boxes, strap containers, rollers, etc.) shall be returned directly at the completion of the respective transport, for which they are used.

4.11 Unloading/reloading is mainly prohibited and may be performed with the written consent of the Beneficiary only.

4.12 The Provider shall allow the Beneficiary to carry out at any time checks on the compliance with all applicable legal provisions, itself or through third parties. The Provider shall attend these checks and shall cooperate closely.

4.13 If the Provider violates clauses 4.1.- 4.12., the beneficiary/end beneficiary may refuse to load the vehicle and may request the fulfillment of the prior contractual conditions or may terminate the transport agreement with immediate effect. The Provider is obliged to compensate for all the damages suffered by the beneficiary in violation of the obligations set out in this clause. If the Provider fails to meet these obligations properly, the Beneficiary has, in addition, the right to charge third parties with carrying out the transport; the additional costs incurred in this regard must be reimbursed by the Provider.

4.14 Having regard to the Emergency Ordinance no.41/2022 as subsequently amended and supplemented, for the establishment of the national system on the monitoring of the road transport of goods ro e-transport, the Carrier's obligations also include the following aspects:

a) When acting as a transport operator, the subcontractor has the obligation to comply with the legislation for the establishment of the national system regarding the monitoring of road transport of goods RO e-Transport, as established by Geo 41/2022 and/or any other normative acts. Its liability concerns all the obligations set out by law, even if they are not listed below;

b) In order to generate the ITU code, the subcontractor shall submit in writing to the transport coordinators of Duvenbeck Logistik SRL the registration numbers of the means of transport (head-tractor/semi-trailer/van) that will carry out the transport of the goods with high fiscal risk and of all types of goods (in the case of international transport) as well as any changes/replacements of the vehicles (head-tractor/van, semi-trailer) allocated for carrying out the transport trips;

c) The subcontractor through its representatives (dispatchers/coordinators/drivers) shall confirm in writing, before the start of the transport, to the transport coordinators of Duvenbeck Logistik SRL the receipt of the ITU code communicated to them;

d) In order to fulfill the obligation on the transfer of the current positioning data of the transport vehicle, throughout the transport route of the goods that are the subject of the monitoring through the RO e-Transport system, the subcontractor shall equip the transport vehicles with telecommunication terminal devices using satellite data positioning and transmission technologies (GPS) referred to in art. 4, para. (1), letter b1 of the Emergency Ordinance no. 41/2022 as subsequently amended and supplemented;

e) The Subcontractor shall ensure that all drivers shall have installed on their phone (smartphone) the e-Transport application provided by the Ministry of Finance and that they are properly trained in the use of that application or the Subcontractor shall ensure that it has implemented a GPS data transmission system interconnected with ANAF.

Through the care of the subcontractor, its car drivers will fulfill the following obligations:

i) to verify the existence of the ITU code before the start of the transport trip;

ii) in the absence of the ITU code, to notify the transport coordinator of Duvenbeck Logistik SRL ;

iii) to turn on the positioning device (GPS) prior to the start of the transport on the national territory, respectively to stop the positioning device only after the delivery of the goods to the place of delivery declared on the national territory or after leaving the national territory;

iv) in case of using the application interconnected with ANAF, upon departure, to access the e-Transport application and to enter in the application the registration numbers of the vehicle (head-tractor/van) and the trailer as well as the ITU code received for the transport trip to be carried out;

v) in the case of using the application interconnected with ANAF, after the delivery/unloading of the goods, to access the e-Transport application and to complete the transport within the application ;

vi) to submit, at the request of the competent bodies within the National Agency for Tax Administration or within the Romanian Customs Authority, respectively at the request of the police officers and agents of the Romanian Police, the documents accompanying the transport of goods that are the subject of the monitoring through the RO e-Transport system together with the ITU code.

vii) The Carrier is responsible for the payment of any fines received as a result of non-compliance with the



applicable legislation for the establishment of the national system regarding the monitoring of the road transport of goods RO e-Transport, and Duvenbeck Logistik is exempted from any obligation if the subcontractor does not comply with the legal provisions mentioned above and the clauses of this Addendum. Any sanctions received by Duvenbeck Logistik SRL as a result of the fault of the Carrier, shall be borne by the latter.

5 Compliance with the legal regulations

5.1 Anti-Terrorism Regulations

The Provider warrants that it will properly carry out all measures related to the implementation of the applicable European legal regulations for the fight against terrorism. It also guarantees that its companies, shareholders, employees, third parties ordered by it, as well as customers and suppliers, have been checked in accordance with applicable European law and are not related to persons, organizations or corporate bodies suspected of terrorism in accordance with the European Anti-Terrorism Regulation EC-VO 2580/2001 on the adoption of specific restrictive measures against certain persons and entities with a view to combating terrorism and EC-VO 881/2002 in the broadest sense.

The Provider warrants that no person included in the "List of Refused Persons" of the US Department of Commerce or in the EU Regulation no. (EC) 881/2002 and its amendment regulations are not involved in the execution of transport orders.

The Contractor shall fully indemnify the Beneficiary from all direct and indirect claims of third parties, resulting from an omission or insufficient implementation of the measures necessary to be taken under the law for the fight against terrorism.

5.2 Mobility Pact

The Provider warrants compliance with the applicable provisions of Regulations (EU) 2020/1054 and (EU) 2020/1055, i.e. the so-called Mobility Pact. Thus, it ensures that it will 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.

In the event that the Provider breaches the aforementioned warranties, the Provider shall be liable for all resulting damages. In addition, such a breach constitutes an important reason, which entitles the client to terminate the contract without prior notice.

5.3 Due Diligence Act Supply Chain

The Provider warrants compliance with all applicable regulations regarding the supply chain, in particular to implement, comply with and monitor the regulations found in the Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG).

The Contractor shall regularly inform the Contractor of any breaches and risks in the supply chain identified by it and of the measures taken in this regard.

The Beneficiary has established a complaints procedure that is also accessible to the Provider's employees. Details are available at www.duvenbeck.de.

The Provider shall submit the information received from the Beneficiary regarding the accessibility, responsibility and implementation of the complaint procedure, accordingly to its employees and other third parties used in the performance of the contracts. The Provider is prohibited from disadvantaging or sanctioning its employees on the grounds of such a complaint.

The Provider shall fully and irrevocably indemnify the Beneficiary against all direct and third parties indirect claims resulting from a non-fulfillment or insufficient implementation of the measures that must constitute the legal obligation of the Provider.

6 Used vehicles

6.1 The Provider ensures that the vehicles used are in a technically impeccable condition, clean and ready for the road, with dry and odorless loading area, which have been repaired and maintained in accordance with the intervals provided by law or by the manufacturer. The vehicles must comply with the current standards, in particular the Euro pollutant standards. Only vehicles, which provide protection against the impact of the weather and have the necessary load securing equipment, can be used so that the goods are protected at all times against loss, damage and in particular against access by unauthorized persons.

6.2 Vehicles must be equipped with a communication system that is constantly functional (cell phone, etc.) during the performance of the order; the carrier will inform the Client of the current telephone numbers. The driver must be available to be reached by phone at all times.

In the event of each violation, the Provider is obliged to pay a contractual penalty of 10% of agreed transport fee, but is allowed to prove that it has not suffered any damage or value decrease or that it is substantially less than the penalty. The Client is allowed to offset the contractual penalty with the transport value.

6.3 Parked vehicles must be locked and secured. The parking lot must be controlled or guarded during parking.

7 Pay

7.1 The Client shall pay the agreed remuneration for each transport. The payment term is 60 days from invoicing, unless the parties have agreed otherwise. Implementation of the provisions of art. 1978(2) and 1997(1) of the CC is excluded.

7.2 The Client reserves the right to establish itself in the credit note procedures. With the settlement in the credit note procedure, the Contractor receives the amount of merchandise agreed with the Client confirmed with each loading/transport order.

7.3 The payment term begins to run only when the Contractor has provided all evidence of the delivery of the goods (such as the delivery note received, the delivery receipt or the CMR shipping letter, notes on packaging



materials, etc.). The original bill of lading invoices must be submitted to the Client within 8 working days.

7.4. The Client is entitled to carry out the compensation of the amounts due to each other and to reduce the transport prices in case of poor performance.

8 Confidentiality and customer protection

8.1 The Provider shall also treat all information it receives directly or indirectly from the Client or other vicarious agents within the framework of the contractual cooperation, confidentially for a period of five years after the termination of the contractual relationship. This information may not be transmitted to third parties or beneficiaries nor used for its own commercial purposes against the Client, to the extent that the information is not necessary for the contract performance. Personal data made available to the Provider are subject to data protection legislation (EC Regulation 679/April 27, 2016 and Law 190/2018) and must be treated accordingly. The commercial and postal secret must be protected. In particular, the obligation involves not to share any information or photo of the Client or its business partners on social media or other media.

The non-disclosure obligation does not apply to the information,

- which were already known by the Provider before accepting the order,
- which has been lawfully received from third parties without imposing an obligation of non-disclosure,
- is or becomes generally known, without breach of the obligations contained in this Agreement or
- which the Provider has created independently within the collaboration.

8.2 The Provider shall oblige its subcontractors and its other vicarious agents in writing to maintain secrecy in relation to what is shown in section 8.1. The Provider shall allow the Client's Data Protection Officer, himself or through a third party, to control the compliance with this obligation. It shall ensure that this control authorization also exists at its delegated agents.

8.3 The Provider has the obligation to protect the clients towards the Client. No order for national or international transports shall be taken, either directly or indirectly, through third parties, from the Client's beneficiaries, for which it carries out its activity within the freight transport orders and/or with which it comes into contact through this activity. No such orders or its knowledge of them to third parties can be transferred. The conclusion of an agreement for an already existing contractual relationship between the Provider and the Client's beneficiaries shall not be affected by these obligations. These obligations continue to apply in the event of termination of all contracts covered by these provisions for a period of one year. In the event of termination of the cooperation between the Client and its beneficiaries, these obligations apply for a period of one year after termination.

8.4 The breach of the regulations set out in sections 8.1 and 8.3 by the Provider, members of its managing bodies, employees or delegated agents shall entitle the Client to terminate all contracts with the Provider without prior notice.

In addition, a contractual penalty of EUR 25,000 will be applied. The Provider is allowed to prove that no damage has been suffered or that no value decrease has been incurred or that it is substantially less than the contractual sanction. The damage suffered by the client cannot be reduced beyond this limitation of liability. The contractual sanction may be offset by the claims.

9 Term of the Agreement, Termination

9.1 Unless otherwise regulated in the event of continuation of obligations, the usual notice period is one week. This does not affect the right to an extraordinary termination for good cause. A reasonable reason shall exist in particular for the Client:

- If the Provider fails to meet its contractual obligations,
- In the event of the opening of the insolvency or bankruptcy proceedings by the Provider,
- there are criteria that allow conclusions to be drawn regarding a substantial deterioration of the Provider's solvency, such as, for example, enforcement of creditors, termination of a loan by a financing bank, request for waiver of receivables and/or subordinations to one or more creditors or shareholders,
- If a competitor of the Client or its affiliated companies acquires a direct or indirect influence over the Contractor.

9.2 Termination shall be notified in writing.

10 Liability, indemnification

10.1 The Provider's liability is oriented to the provisions of the Romanian Civil Code (CC) and the Government Ordinance no. 27/2011, unless otherwise agreed in this Section. In cross-border transports, the mandatory provisions of the CMR Convention, ratified by Romania by Decree 451/1972, apply.

10.2 Pursuant to art. 23 of the CMR Convention, the compensation to be paid due to the loss of or damage to the goods shall take into account the limit of 8.33 (special drawing rights of the International Monetary Fund - SDR) for each kg of the gross weight of the shipment, if and to the extent that there is an appropriate high liability for the Client in the external relationship. In this case, the Provider is liable to the extent of the Client's liability, any higher legal or contractual liability of the Provider shall not be affected by the limitation of the Convention, especially in the service of the automotive industry, where the Provider expressly understands that it is liable for any and all claims of the beneficiaries related to the cessation of production due to its fault as a subcontractor carrier.

10.3 Mainly, the average value of the goods at the place and at the time of their takeover for transport in the proven amount is calculated as the value of the compensation for damage to goods and losses. Other claims remain unaffected.

10.4 The Provider shall be liable for the loss and damage of the operating equipment provided by the Client for use and other items. In the event of damage, the Client may carry out the repair itself at the costs of the Provider. Regardless of this, the Provider must compensate the additional damages suffered by the Client as a result of the loss, damage or improper use of the supplied item. In the event of late return, the Client has the right to request a flat-rate



compensation for the lack of use, which must correspond to the usual fee for the rental of similar equipment.

10.5 The Provider shall be liable for all damages caused by it, the vehicles used, the drivers, the agents or other delegated agents thereof. It is also liable to the Client for the actions of the ordered sub cargo shippers

10.6 The Provider shall indemnify the Client within the framework of its liability for all claims under civil law, which are asserted by third parties against the Client due to its behavior or due to the behavior of its proxies or delegated agents. The Provider shall in particular indemnify the Client, at the first written request, to the extent of its liability for all civil claims invoked by third parties against the Client.

10.7 The Provider's obligation to compensate also applies to all sanctions, fines or other legal contraventions, as well as to the claims established under the legislation, which are claimed by any legal entities due to violations by the Provider or its subcontractor, including in the area of Tariff Autonomy regulations.

10.8 The obligation to indemnify under sub-clauses 10.6. and 10.7. also includes all costs incurred in connection with the legal defense, for example, lawyer's expenses and court costs.

10.9 Additionally, the subcontractor is solely liable for their non-compliance. In the event that the beneficiary is held liable for causes attributable to the carrier, the subcontractor will be liable to the beneficiary, as well as to the final beneficiary, for any negative consequences or damages resulting from the non-compliance with the aforementioned legal provisions. In a non-limiting list, these may consist of:
- fines of any kind (either received directly from the authorities of other states or indirectly, i.e. received by the final beneficiary and attributed to the beneficiary);
- confiscation of the transported goods;
- delays and pecuniary or other consequences of delays in delivery, caused by retention of the transported goods;
- production stops;
- loss of contracts, refusal to contract or any other damage to image, etc."

11. Insurance

11.1 The Provider shall conclude an insurance at a sufficient amount, it shall in particular conclude the following insurances:

a) Motor third party liability insurance (RCA)

b) Third party liability insurance - including carrier's liability - for ordinary transport with a coverage of at least 500,000 euros, in accordance with Romanian legislation - CMR insurance.

c) Where applicable, Cargo insurance, which covers the carrier's liability for additional liability, in the event of a declaration of value or a declaration of a special interest upon release, as well as any other mandatory insurance provided for by applicable legislation - such as, but not limited to, cabotage transport.

11.2 The Contractor shall inform the Client of the expiry of the insurance contract and the initiation of the judicial procedure for demand of payment in accordance with the Insurance Contract and the Romanian Civil Code.

11.3 To the extent permitted by the law and possible in accordance with the usual terms and conditions of the insurance industry, the insurance contracts must stipulate that the insurance services must be provided directly to the Client. Upon request, the Contractor shall irrevocably assign its claims against the insurance in lieu of payment to the Client.

11.4 The Contractor also undertakes to jointly insure the vehicle units or loading units used by third parties (for example, semi-trailers, exchange bodies, etc. in its third party liability insurance within the scope of the legal provisions and to confirm this separately by its insurance. They are considered transport goods for the purposes of the contract.

11.5 The Contractor shall provide the proof to the Client at any time, upon request of the payment of the premium in a timely manner, the current scope of the coverage and the scope of the claims against the transport liability insurance during the decisive insurance period.

11.6 The Contractor undertakes to ensure that all claims requested by the Client are processed without delay and are reported to the Contractor's third party liability insurance. The Contractor shall inform the Client of the reference from the insurer.

11.7 The Contractor shall carry the valid proof of insurance in the vehicle and shall submit it to the Client upon request. If the Contractor does not meet this request, then the Client has the right to assign the order to another Contractor or to transport the goods themselves. Additional costs incurred thereby must be reimbursed by the Contractor.

12 Amendments to the Agreement

12.1 Amendments to these terms and conditions shall be communicated to the Provider in due time in writing.

12.2 Amendments or annexes to the contract must be in a written form. This also applies to the waiver of the written form requirement.

13 Set-off/right of lien and right of retention

13.1 Compensation or retention against the Client's claims is excluded, unless the Provider's claims are unchallenged and have been expressly accepted.

13.2 The Provider cannot claim rights of lien and/or retention of the goods handed over for transport.

13.3 The request for guarantees by the Provider against the Client is excluded. The assignment of a claim of the Provider is valid against the Client only if the Provider notifies this with all the necessary details (order and account number to be paid, name, address and account number of the new creditor, amount, date of validity of the assignment, etc.) and the Client approves the assignment in writing, according to art. 1570 CC.

14 Data protection

The Parties shall provide their services in accordance with the applicable national data protection terms and conditions

and the General Data Protection Regulation (EU) 2016/679, the respective valid version (GDPR) and the Law 190/2018. Insofar as the parties receive each other personal data and other data, they will be used exclusively to fulfill their contractual obligations, unless the parties have agreed otherwise. In the course of meeting contractual obligations, it may be necessary to transmit personal data (for example, to subcontractors, subsidiaries of the Client, customs authorities or authorities). The details on the use of personal data are regulated in the "Data protection notices". The Provider confirms receipt of the "Data Protection Notices" from the Client. They can also be viewed at any time under www.duvenbeck.de/datenschutz.

15 Governing law, place of jurisdiction, place of performance, severability clause

15.1 The relationship between the parties is governed by the Romanian legislation. The exclusive place of jurisdiction is the registered headquarters of the Client, to the extent that this does not oppose any mandatory procedural regulation under the Romanian law.

15.2 Pursuant to Article 31 (1) of the CMR the parties choose that, to the extent that the CMR Convention applies, the place of jurisdiction shall be that referred to in point 15.1.

15.3 If any provision of this Agreement is wholly or partially invalid or subsequently loses its legal validity, this shall have no effect on the validity of the other provisions and this shall not affect the validity of the contracts concluded. The parties shall replace, in such a case, the null, invalid or non-functional provision with a valid or viable provision, which must correspond, as far as possible, to the meaning and purpose of the provision to be replaced and to the other rules of the contract.