



General Terms and Conditions of TRANSA Spedition GmbH for Transport, Freight and Forwarding TRANSA General Terms and Conditions of Transport

As at: 1 September 2024

Article 1 Scope

These General Terms and Conditions apply to all agreements between TRANSA Spedition (TRANSA) and the transport companies contracted by TRANSA on the implementation and procurement of national and international cross-border transport services and orders, and to any additional services, in the absence of any statutory requirement to the contrary. **The transport company's own General Terms and Conditions, the German Freight Forwarders' Standard Terms and Conditions (ADSp), the General Terms and Conditions of logistics services providers and the Terms of Contract for Goods Traffic and Logistics Operators (VBGL) are expressly excluded, even if the transport company is a freight forwarder. Any remarks to the contrary which are attached to forms used in correspondence between TRANSA and the transport company have no validity. The same applies to General Terms and Conditions of the transport company, even if TRANSA does not expressly object to their inclusion.**

For large-volume transports which have excess width and/or excess height according to the German Highway Code (StVO), as well as for heavy transports with a weight in excess of 44 tons, the GTC of the Federal Professional Group for Heavy Transport and Crane Work (Bundesfachgruppe Schwertransporte und Kranarbeiten (BSK)) will apply.

Article 2 Prohibition of subcontracting

The transfer of transport orders to third parties without the prior written consent of TRANSA **is expressly prohibited**. The transport company shall provide, on request by TRANSA, the full company details of a potential subcontractor. In the event of unauthorised transfer to third parties, liquidated damages of EUR 2,500 will apply. TRANSA expressly reserves the right to assert further damages.

Article 3 Freight forwarder as transport company

If the contracted transport company is a freight forwarder without its own transport licence, one-level subcontracting is permitted. The transport company shall provide, on request by TRANSA, the full company details of the subcontractor in advance. TRANSA expressly reserves the right to use subcontractors. The provisions of Article 2 apply accordingly to second-level subcontracting.

Article 4 Prohibition of transshipment

Transshipment of the goods or parts of the goods may take place only with the prior written approval of TRANSA. In the event of unauthorised transshipment of the goods or parts of the goods, liquidated damages of EUR 2,500 will apply. TRANSA expressly reserves the right to assert further damages.

Article 5 Liability

The transport company is liable in the context of domestic transport under these General Terms and Conditions and also under the statutory provisions, particularly freight and forwarding law. In the case of cross-border

and international transport, mandatory applicable harmonised transport legislation will apply.

Notwithstanding the statutory provisions of Section 431 I and II HGB, the standard limit of liability under Section 449 II HGB in cases of cargo damage and loss will be fixed at 40 special drawing rights per kilogram of the gross consignment weight. Should TRANSA's liability to its own clients be lower than this limit of liability, the transport company contracted will also only be liable up to this limit. Should additional services be commissioned which are not covered by freight forwarding or haulage, only statutory liability will apply. The transport company shall impose the above limits of liability on any subcontractors contracted and ensure that uniform liability applies throughout the transport chain.

Article 6 Insurance

The transport company shall arrange freight liability insurance with the statutory minimum cover (*Mindestdeckungssumme*) set down in Section 7a of the German Road Haulage Act (GüKG) and, in the case of cross-border road haulage, shall arrange insurance up to the maximum liability limit of the Convention on the Contract for the International Carriage of Goods by Road (CMR). Furthermore, the transport company shall arrange and maintain for the duration of the contractual relationship, at its own expense, business and environmental liability insurance with a sum insured of EUR 2.5 million per insured event for property damage and personal injury, EUR 500,000 per insured event for financial loss and motor vehicle liability insurance and EUR 50 million coverage for property damage and personal injury for each of the vehicles used for TRANSA. Proof of the insurance policy must be furnished on request.

Article 7 Performance of the transport services

During performance of the transport services, the transport company shall comply with all relevant statutory provisions, including permissible weights and dimensions, driving and rest periods, cabotage traffic and dangerous goods and environmental regulations. The transport company assures that it is in possession of all permits and authorisations required for performing the transport services, especially those stipulated in Sections 3, 5 and 6 GüKG, and that it will use these in an admissible way. It expressly declares that only permissible cabotage journeys will take place. TRANSA's instructions shall be followed at all times. TRANSA or the respective client shall provide accompanying documents and the papers required for any customs clearance. Freight documents will be made available to the transport company during each loading



procedure. However, it is the transport company's responsibility to check the content, integrity and accuracy of the documents independently, provided that this is discernible and verifiable for the transport company.

Article 8 Disruptions in the transport process

Any disruptions in the transport process that lead to or could lead to delays must be reported immediately (by telephone); this applies in particular in the event of accidents, damage to the goods or other obstacles to transport or delivery. In any case, the transport company shall obtain instructions from TRANSA without delay.

Article 9 Loading and unloading, securing loads

The transport company is responsible for the safe and secure loading and unloading of the freight and for guaranteeing operational safety throughout. It shall always provide a sufficient number of state-of-the-art cargo transport units and load-securing aids. The transport company shall observe all the statutory provisions, particularly Association of German Engineers' (VDI) Guideline 2700 et seq. In particular, the transport company, or its drivers, shall stow and secure the freight on the vehicle to ensure the safety of the vehicle and that of the load for carriage to the final place of unloading, and shall ensure that the freight remains secure throughout. Remuneration for the loading and unloading services is already included in and covered by the pricing.

If, by way of an exception, the transport company does not complete the loading and unloading itself, it shall, prior to accepting the vehicle, independently inspect and monitor safe loading for carriage, provided that this is discernible and verifiable for the transport company. Any existing, visible defects must be reported to TRANSA before commencement of the journey. Under no circumstances may transport commence if the transport company detects visible defects. Where necessary for performance of the contractual services, the transport company shall provide regular load securing training to all the drivers used. Training certificates

for the drivers used must be made available on request. The transport company shall guarantee proper stowage and securing of the freight on the vehicle and shall indemnify TRANSA against any liability to third parties, particularly authorities and courts, taking any existing statutory and/or contractual restrictions of liability into account, should these obligations be breached.

Article 10 Packaging

The TRANSA client is responsible for packaging the freight. However, before accepting the load, the transport company is solely responsible for verifying the suitability of the packaging for transport and its labelling, provided that this is discernible and verifiable for the transport company. TRANSA must be informed of any existing defects immediately. Should the transport company not give any notice of defects, it will be assumed that the cargo was handed over properly packed and labelled.

Article 11 Labelling

The TRANSA client is responsible for labelling and, where required, numbering the freight. However, the transport company is solely responsible for inspecting the labelling and numbering of the freight before accepting the load, provided that this is discernible and verifiable for the transport company. TRANSA must be informed of any unsatisfactory or insufficient labelling or numbering before accepting the load. If the transport

company fails to give any notice of defects, it will be assumed that the labelling and numbering of the load was satisfactory upon handover.

Article 12 Freight space

The transport company guarantees that the freight space for the consignments will be provided on time on the agreed dates and with the agreed vehicle/equipment. If the agreed capacities are not provided on time, TRANSA reserves the right to process the orders concerned elsewhere. Any additional costs arising from this shall be borne by the transport company.

Article 13 Transport containers

The transport company is also obliged to check containers, swap bodies, trailers and any other transport containers for integrity before acceptance. Any damage must be reported to TRANSA immediately and further instructions must be obtained. In the case of pool trailers equipped with a QR code, the report must be submitted via Smart Assistant. Should there be any damage upon return that was not reported, the transport company will be liable for damages. The transport company's liability for damage it causes to the said transport containers in the period after the acceptance and until the return will remain unaffected. The transport company is advised to take out insurance against any damage to the transport containers provided to it for the purpose of transport, both free of charge and in return for payment.

Article 14 Exchange of loading tackle

The transport company shall exchange and return all exchangeable loading handling equipment received within 10 working days after delivery to the receiver. After the transport order approval has been issued, the transport company's loading tackle account that is managed by TRANSA shall be debited with the loading handling equipment received by the transport company. If the loading handling equipment is not returned within a maximum of 10 working days after the end of the month in which the delivery took place or if a non-exchange receipt drawn up at the receiver's premises and signed by the receiver is submitted in lieu thereof, TRANSA will be entitled to irrevocably invoice the transport company for the loading handling equipment at the current market price (price at the time of invoicing). The transport company will be remunerated for the exchange and return of the loading handling equipment. This remuneration is part of and covered by the freight remuneration. For settlement of the loading tackle account, the transport company will receive a monthly statement which must be reconciled within 14 working days of receipt. If this is not done, TRANSA may irrevocably invoice the existing balance at the current market price (price at the time of invoicing). When accepting loading handling equipment (with both full and empty containers), the transport company must inspect it for exchangeability in accordance with the exchange criteria of EPAL (European Pallet Association) and, in the event of variances, make a corresponding clear and precise note with the reason for non-exchange on a non-exchange receipt or the acceptance receipt and have this confirmed by the customer. Furthermore, the transport company shall immediately inform the responsible TRANSA operations centre. Exchanged loading handling equipment that does not meet the EPAL exchange criteria will not be recognised by TRANSA as proper/exchangeable and therefore will not result in a crediting of the transport company's loading tackle account with TRANSA. In cases where the receiver does not exchange the loading handling equipment, the transport company shall have



this confirmed on the transport documents or on the scanner. The transport company is also obliged to obtain written confirmation of any immediate exchange (1:1) of the loading handling equipment from the consignor.

Article 15 Transport receipts

The delivery receipts and any loading tackle receipts (transport receipts) for all consignments of the commissioned transport under consignment reference must be made available to TRANSA electronically (at link status.TRANSA.de) within 5 working days after delivery of the consignments. The transport order may require original documents in addition to the electronic transfer upon request of the customer. Before submitting the original receipts, the transport company must first provide TRANSA with the delivery receipts electronically. The deadline for submitting the original receipts is 10 days. If the submission deadlines are exceeded without prior agreement with TRANSA, TRANSA is entitled to charge a flat-rate processing fee of EUR 30 per order as an expense allowance. If a delivery/loading tackle receipt is not submitted, TRANSA will be entitled to withhold payment for the transport in question until the missing documents are submitted by the transport company. This applies to both electronic and original receipts. Original receipts must be kept for a period of 3 years from the end of the calendar year in which the service was provided, unless already submitted by the transport company after performance of the order, and must be made available in the original on request.

Article 16 Status reporting

In addition to the transport receipts, the transport company shall submit loading and unloading events to TRANSA within one hour via electronic platforms (driver app Styletronic or the site status.TRANSA.de) in accordance with the transport order confirmation. TRANSA is entitled to charge liquidated damages of EUR 15 for each status report that is delayed or not submitted due to the fault of the transport company. These liquidated damages can be asserted until payment of the freight amount by TRANSA.

Article 17 Security

The transport company warrants that all goods will be stored, handled and loaded at secure plants and secure transshipment locations and protected against unauthorised access during storage, loading, transshipment and carriage. It also warrants that only reliable personnel will be assigned with the above activities (storage, carriage, transshipment and acceptance of the goods). Loaded vehicles must never be left unattended. The transport company shall guarantee the provision of sufficient protection overnight and/or at weekends. Should stops on car parks be necessary, the route must be planned so that supervised car parks can be used. Should this not be possible in isolated cases (e.g. because supervised car parks are full), further instructions must be obtained from TRANSA.

Article 18 Remuneration

Depending on the agreement, the agreed freight payment as well as remuneration for expressly agreed additional services, will be made either on the basis of a credit note procedure initiated by TRANSA or invoicing from the transport company. The transport company shall be responsible for the correctness and completeness of the invoices. The agreed term of payment is 30 days starting from the date of credit note issue, but no earlier than the date of delivery/performance by the transport company. TRANSA will only take into account changes to the

transport company's bank details if these have been notified in writing to the accounting department at TRANSA's registered office in Offenbach. Otherwise, payments will be made to the old accounts in full satisfaction of the debt. The transport company must bear bank charges incurred for payments to foreign bank accounts for transport within Germany.

Article 19 Assignment

The transport company is not entitled to assign or otherwise transfer any rights and obligations under this transport order without the prior written approval of TRANSA.

Article 20 Lien/right of retention

Any rights of lien and/or rights of retention of the transport company are hereby expressly excluded.

Article 21 Dangerous goods

When transporting dangerous goods, the transport company shall use only suitable drivers instructed in accordance with Section 8.2.3 of the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and, if necessary, have a valid ADR certificate. The vehicles must be suitable for the transport of dangerous goods and must, among other things, be equipped with orange-coloured labels in accordance with Section 5.3.2 ADR, fire-extinguishing equipment in accordance with Section 8.1.4 ADR, additional protective equipment in accordance with Section 8.1.5 ADR and written instructions in accordance with Section 5.4.3 ADR.

Article 22 Drivers/driving and rest periods

The transport company shall only use driving staff with the required work permits and driver attestations as specified in Sections 7b and 7c GüKG and shall ensure that all official attestations and permits required are carried on each journey (with an officially certified translation in German) and handed over to TRANSA or to TRANSA's client for inspection on request. Furthermore, the transport company expressly agrees to comply with driving and rest periods required by law and to properly furnish and retain the required proof. The transport company shall over to TRANSA, on request, all documents and records documenting compliance with the aforementioned regulations for inspection. The transport company shall inform, train and instruct the personnel on the driving and rest periods. Should administrative fines, forfeiture orders or other penalties be imposed upon the client or its appointed agents due to offences committed by the transport company/its personnel or the freight forwarder or subcontractor used by the transport company, the transport company shall issue a refund and shall indemnify the client or the recipient of the administrative penalty, taking any existing statutory and/or contractual restrictions of liability into account. If the transport company breaches one of the aforementioned obligations, it shall pay liquidated damages of EUR 10,000 per breach. A violation will also entitle TRANSA to extraordinary termination.

Article 23 Observance of the statutory minimum wage

The transport company shall comply with the provisions of the German General Minimum Wage Act (MiLoG) without restriction. In particular, the transport company declares that it shall pay all of its employees the statutory minimum wage and that it shall make the corresponding payment on the due date agreed with the employee, but no later than on the last banking



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day of the month following the month of performance. Where subcontractors are used, the Contractor also guarantees that suitable measures will be taken to ensure that they also observe the statutory provisions of MiLoG. Before using any subcontractors, the transport company must conduct suitable audits to ensure that the aforementioned conditions of MiLoG are being reliably fulfilled. The transport company shall also conduct regular audits of compliance with these requirements by the subcontractors used. The transport company shall indemnify TRANSA against all third-party claims relating to a breach of national and/or international minimum wage regulations resulting from the execution of the client's orders by the transport company. This indemnification obligation also expressly applies to claims from social insurance providers and tax authorities. If the transport company breaches one of the aforementioned obligations, it shall pay TRANSA liquidated damages of EUR 10,000 per breach. A violation will entitle TRANSA to extraordinary termination.

Article 24 Confidentiality

The transport company shall treat as confidential all commercial or technical information which is not in the public domain and of which it becomes aware from the business relationships, including from conclusion of the contract and the business relationship with TRANSA and shall not disclose it to third parties. A corresponding obligation must be imposed on its personnel and subcontractors. This obligation will also subsist without restriction after termination of the business relationship. Should the transport company culpably infringe the confidentiality obligation, TRANSA is entitled to assert a claim for flat-rate compensation of EUR 10,000. The transport company, for its part, reserves the right to prove that TRANSA incurred less damage. Claims for compensation which exceed this amount and other claims remain unaffected.

Article 25 Customer protection

During the term of this contractual relationship and for a period of twelve (12) months thereafter, the transport company shall not approach directly or indirectly or otherwise actively solicit or offer to provide services similar to or in competition with the services of TRANSA to any customer or client of TRANSA with whom the transport company has come into contact as a result of the provision of the services for TRANSA and/or about whom transport company has received contact information. This does not prohibit the transport company from providing or offering to provide services to TRANSA's customers or clients which are dissimilar and not in competition with the services of TRANSA. This also does not affect the transport company's right to participate in all tenders of TRANSA customers or clients or to accept orders from TRANSA customers or clients as long as the business relationship between the transport company and the TRANSA customer or client was not initiated by the transport company. Since a violation of the above customer protection regulation would cause considerable financial and/or material damage to TRANSA, TRANSA will be entitled in such a case to extraordinary termination of the contractual relationship without notice and without any liability on its part, and to demand appropriate compensation from the transport company for the financial damage suffered. TRANSA will also be entitled to issue a temporary injunction to prevent continued or further violation by the transport company. A violation will also be deemed to have been committed if the prohibited conduct is committed by another company belonging to the transport company's corporate group. In the event of a proven violation, the transport company shall pay TRANSA liquidated damages of EUR 10,000. These liquidated damages shall be paid within

thirty (30) days of TRANSA notifying the violation and will be offset against any further claims for compensation.

Article 26 Data protection

TRANSA is authorised to process and store data that it receives from the transport companies in the context of the business relationship in accordance with the statutory provisions.

Article 27 Compliance

The transport company warrants that it and all affiliated companies and third parties performing services for it under this contract will honour the obligations of this contract in accordance with the law and comply with the DB Code of Conduct for Business Partners [available to download at <https://www.deutschebahn.com/resource/blob/4101824/dc704fc97626c4f5a08c79555328220f/deutsch-data.pdf>].

In the event of a violation of this warranty, the transport company shall indemnify TRANSA and its affiliated companies against all damages and claims by third parties in connection with this violation. Furthermore, TRANSA has the right to terminate this contract without notice in the event of a material breach. Such termination will not affect any damages or other rights to which TRANSA may be entitled from this contract or under applicable law. TRANSA is entitled to offset any payments that are due or outstanding against any damages, claims, costs, liability sums, expenses or other losses arising out of or in connection with this violation. Should any performance by the transport company under this contract violate the above laws or should such a violation become apparent, TRANSA will be entitled to terminate the order to that extent without this triggering any liability claims on the part of the transport company. In this case too, the transport company shall cease performance of work immediately and obtain instructions from TRANSA as to how to proceed with the goods in question. All costs resulting from the cessation of performance of work and compliance with the instruction will be borne solely by the transport company. This will not give rise to any liability claims on the part of the transport company.

Sanctions lists and trade restrictions: The transport company hereby confirms that all orders will be executed in accordance with applicable national, European or UN embargo or foreign trade regulations and that its company is not 25% or more owned by a Russian or Belarusian natural or legal person, organisation or entity. TRANSA must be notified immediately in writing of any change within the meaning of the reference to Russia in the above affecting transport company or the subcontractors or suppliers used by it under this contract. The transport company further warrants that it will subject its subcontractors and suppliers to the same notification obligation.

Article 28 German Supply Chain Act

The transport company shall ensure compliance with the provisions of the German Act on Corporate Due Diligence in Supply Chains (German Supply Chain Act (LkSG)). TRANSA is entitled to check the transport company's compliance with human rights and environmental duty of care obligations on a regular basis.

Article 29 PEP clause

The transport company declares that it is not and has never been an active or former member of the management board or managing director of a DB Group company, a member of the management board of a DB Group company (domestic or foreign, however long ago this may be) or a politically exposed



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person. It also declares that none of the above-named persons holds more than 25% of the capital shares or voting rights, directly or indirectly, in its company/enterprise.

Article 30 Applicable law and venue

German law will apply unless mandatory statutory provisions provide otherwise. The statutory provisions of the German Commercial Code/German Road Haulage Act apply to national transport, while the CMR takes precedence in cross-border transport.

The exclusive venue for both parties will be the registered office of the contracting TRANSA office unless mandatory statutory rules provide otherwise. Should the CMR be applied, the Parties agree that the above venue will serve as an additional venue within the meaning of Article 31 (1) CMR.

Should individual parts of these General Terms and Conditions be or become legally ineffective, the effectiveness of the remaining provisions will remain unaffected.