



General Terms and Conditions of Purchase of TRANSA Spedition GmbH for the procurement of transport, freight, and forwarding services in road haulage (TRANSA – General Terms and Conditions of Purchase – Road)

Last modified on 1 April 2026

Section 1 Scope

These General Terms and Conditions of Purchase apply to the relationship between TRANSA Spedition (TRANSA) and the transport companies (individually: CARRIER) it commissions for all agreements concerning the execution and procurement of national and international cross-border transport services and orders, as well as any additional services, unless otherwise required by law.

The CARRIER's own terms and conditions, the German Freight Forwarders' Standard Terms and Conditions (*Allgemeine Deutsche Spediteurbedingungen, ADSp*), the Logistics Terms and Conditions and the VBGL are expressly excluded, as are country-specific special regulations relating to transport and freight forwarding, unless they are mandatory under law. This also applies if TRANSA does not expressly object to these and/or the CARRIER is itself a freight forwarder. Any remarks to the contrary which are attached to forms used in correspondence between TRANSA and the CARRIER have no validity.

For oversized transports exceeding width and/or height limits under the Road Traffic Regulations (*Straßenverkehrsordnung, StVO*), as well as for heavy transports weighing over 44 tonnes, the General Terms and Conditions of the Federal Specialist Group for Heavy Transports & Crane Operations apply.

Section 2 Prohibition of subcontracting

The passing on of transport orders to subcontractors is **expressly prohibited**. In individual cases, TRANSA may issue prior written approval for this purpose. At TRANSA's request, the CARRIER shall provide the subcontractor's full company details in advance. TRANSA expressly reserves the right to reject subcontractors. In the event of the unauthorised passing on of transport orders to subcontractors, TRANSA is entitled to a contractual penalty of EUR 2,500 per individual case against the CARRIER. TRANSA expressly reserves the right to claim damages in excess thereof. The CARRIER shall pass on all specifications concerning the contracted transport in their entirety and without amendment to its subcontracted third parties, and shall incorporate these into the respective third-party contract.

Article 3 Freight forwarder as carrier

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

Section 4 Prohibition of transshipment

Transshipment of the goods or parts of the goods shall only take place with the prior written consent of TRANSA. In the event of unauthorised transshipment of the goods or parts of the goods, TRANSA is entitled to a contractual penalty of EUR 2,500 per individual case against the CARRIER. TRANSA expressly reserves the right to assert claims for further damages.

Section 5 Liability

The CARRIER is liable in the context of intra-German transport under these General Terms and Conditions and also under legal provisions, particularly freight and forwarding law. In the case of cross-border and international transport,

mandatory applicable harmonised transport legislation applies.

Notwithstanding the legal provisions of Section 431 I and II HGB, the standard limit of liability for transport within Germany under Section 449 II HGB in cases of freight 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 CARRIER contracted will also only be liable up to this limit. Should additional services be commissioned which are not covered by transport and/or freight forwarding, only the legal liability will apply.

The CARRIER shall impose the above limits of liability on any subcontractors used and ensure that uniform liability applies throughout the transport chain. The CARRIER is liable for all damages sustained by TRANSA due to the CARRIER's failure to collect and pay tolls, or any non-compliance with applicable customs regulations.

Section 6 Insurance

The CARRIER shall, at its own expense and for the duration of the contractual relationship, take out goods damage liability insurance with the liability limits agreed in Section 7. Irrespective of this, it shall ensure that its goods damage liability insurance cover complies at all times with the applicable statutory liability regulations, particularly for domestic transport within Germany, with the statutory minimum cover in accordance with Section 7a of the German Road Haulage Act (*Güterkraftverkehrsgesetz, GüKG*), and, for cross-border road haulage, with the maximum liability limits of the CMR. Furthermore, the CARRIER shall arrange and maintain for the entire 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 and EUR 500,000 per insured event for financial loss, as well as motor vehicle liability insurance for each of the vehicles used for TRANSA with EUR 50 million coverage for property damage and personal injury. If country-specific regulations restrict or exclude the aforementioned insurance policies and/or sums insured, the CARRIER shall, at its own expense, to comply with the provisions prescribed by local law and to take out the corresponding insurance policies with the respective maximum sums insured. All aforementioned insurance policies must be maintained for the duration of the contractual relationship. The respective insurance certificates and valid insurance policy must be transmitted to TRANSA annually without TRANSA having requested them via the platform [COMeT](https://www.comet-fls.dbcargo.com) (or via www.comet-fls.dbcargo.com). TRANSA must be informed immediately in writing of any changes to or the expiry of the insurance coverage (e.g. annual aggregates or sublimits have been used up) without issuing a request for this information.

Section 7 Performance of the transport services

During performance of the transport services, the CARRIER shall comply with all relevant legal provisions, including permissible weights and dimensions, driving and rest periods, cabotage regulations, and dangerous goods and environmental regulations. The CARRIER warrants that all permits and authorisations required for the transport operation, in particular for domestic transport within Germany in accordance with Sections 3, 5 and 6 of the German Road Haulage Act are available and are used in a permissible manner. In particular, the CARRIER warrants that it will carry out only authorised cabotage journeys. Instructions from TRANSA must be adhered to 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 CARRIER during each loading. However, it is the CARRIER's responsibility to check the content, completeness and accuracy of these documents independently, provided this is discernible and verifiable for the CARRIER.

Section 8 Disruptions in the transport process

All disruptions in the transport process that lead or may lead to delays must be reported immediately to the responsible dispatcher; this applies in particular to accidents, damage to the goods, or other obstacles to transport or delivery. In any case, the CARRIER shall obtain instructions from TRANSA without delay.

Section 9 Loading and unloading, load securing

The CARRIER is responsible for loading and unloading, including establishing operational safety and safety for transport, and for ensuring and establishing safe loading and operational safety. It shall always provide a sufficient number of state-of-the-art cargo transport units and load securing aids. The CARRIER shall observe all legal provisions, particularly Association of German Engineers' (VDI) Guideline 2700 et seq. In particular, the CARRIER or the driver commissioned by it must ensure that the goods are properly stowed and secured on the vehicle, thereby ensuring the safety of the vehicle and the safe transport of the freight to the final unloading point, and must maintain this without restriction. Remuneration for loading and unloading services is already included in and covered by pricing.

If, by way of an exception, the CARRIER 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 to it. Any existing and visible defects must be reported to TRANSA before commencement of the journey. Under no circumstances may transport commence if the CARRIER detects visible defects. Where necessary for performance of the contractual services, the CARRIER shall provide regular load securing training in all cases to all the drivers used. Training certificates for the drivers used must be made available on request. The CARRIER 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 legal and/or contractual restrictions of liability into account, should these obligations be violated.

Section 10 Packaging, labelling

The respective client of TRANSA is responsible for packaging the freight as a general rule. Before accepting the freight, the CARRIER is responsible for thoroughly inspecting the packaging for defects and suitability for transport, insofar as this is recognisable and verifiable. Any insufficient or defective packaging must be reported to TRANSA before the freight is accepted. If this cannot be verified, the CARRIER must note this on the delivery/consignment note before acceptance. If no notification is made by the CARRIER, it is assumed that the freight was handed over properly packaged.

Section 11 Labelling

TRANSA's client is responsible for labelling and, where required, numbering the freight. However, the CARRIER 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 CARRIER. TRANSA must be informed of any unsatisfactory or insufficient labelling or numbering before the load is accepted. If no notice of defects is made by the CARRIER, it will be assumed that the labelling and numbering of the respective freight was satisfactory upon handover.

Section 12 Freight space

The CARRIER 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 capacity is not provided on time, TRANSA reserves the right to process the orders concerned elsewhere. Any additional costs arising from this will be borne by the CARRIER.

Section 13 Transport containers

The CARRIER shall check the integrity of containers, swap bodies, trailers and any other transport containers before acceptance. It must report any damage to TRANSA without undue delay and obtain further instructions. For DB Cargo FLS pool trailers equipped with QR codes, the notification must be made electronically via Smart Assistant by completing the handover/return protocol. The CARRIER will be liable to pay compensation if items are returned with unreported damage. Furthermore, it will be liable for any damage caused to the transport containers in the period between acceptance and return. The CARRIER is advised to take out insurance against any damage to the transport containers provided to it, whether free of charge or in return for payment, for the purpose of transport.

Section 14 Exchange of load carriers

As a rule, the CARRIER is responsible for the exchange and return of the loading handling equipment subject to exchange it has accepted within a maximum of 10 working days after delivery to the receiver. After the transport order approval has been issued, the CARRIER's load carrier account that is managed by TRANSA will be debited with the loading handling equipment accepted by the CARRIER. If the load handling equipment is not returned within a maximum of 10 working days after the end of the month in which delivery took place, or, alternatively, if a non-exchange receipt issued and signed by the receiver's premises is not submitted, TRANSA will be entitled to charge the CARRIER irrevocably for the load handling equipment at the price applicable at the time of invoicing. For the exchange and return of the load handling equipment, the CARRIER will receive remuneration, which will form part of the freight remuneration and will be settled with this.

For settlement of the load carrier account, the CARRIER will receive a monthly bank 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 price at the time of invoicing. When accepting load-handling equipment (full and empty), the CARRIER shall check its exchangeability in accordance with the exchange criteria of the European Pallet Association (EPAL). In the event of deviations, the CARRIER shall make a clear and precise note stating the reason for non-exchange on a non-exchange receipt or on the acceptance receipt and have it confirmed by the customer. Furthermore, the CARRIER shall immediately inform the responsible TRANSA operations centre. Exchanged loading handling equipment that does not meet the EPAL exchange criteria shall not be recognised by TRANSA as proper/exchangeable and therefore shall not lead to a credit to the CARRIER's load carrier account managed by TRANSA. In cases where the receiver does not exchange the loading handling equipment, the CARRIER shall have this confirmed on the transport documents or on the scanner. The CARRIER shall also obtain written confirmation of any immediate exchange (1:1) of the loading handling equipment from the consignor.

Section 15 Transport receipts

All transport receipts, especially delivery receipts and any load carrier receipts, for all consignments of the contracted transport must be made available to TRANSA by the CARRIER, with reference to the respective consignment, electronically via status.TRANSA.de and within 5 working days of delivery of the consignments. The transport order can call for original receipts in addition to the electronic transfer upon request of the customer. The deadline for submitting the original receipts is 10 days. Before submitting the original receipts, the CARRIER shall first provide TRANSA with the delivery receipts electronically. If a submission deadline is exceeded without prior agreement with TRANSA, TRANSA is entitled to charge a flat-rate processing fee of EUR 30 per order. If a delivery/load carrier receipt is not submitted, TRANSA is entitled to withhold payment for the transport in question until the missing documents are submitted by the CARRIER. This applies to electronic as well as to original receipts. Original receipts must be kept for a period of 3 years starting from the end of the calendar year in which the service was provided, unless already submitted by the CARRIER after performance of the order, and must be made available in the original on request.

Section 16 Status reporting

The CARRIER shall provide tracking data for automated status reports via the tracking platform [Shippeo](#). This can be done via a telematics connection or the *Shippeo mobile app*. Alternatively, the CARRIER shall submit loading and unloading events to TRANSA manually via the link [status.TRANSA.de](#) in accordance with the transport order confirmation within one hour of loading and within one hour of unloading. TRANSA is entitled to charge liquidated damages of EUR 15 for each status report that is delayed/not submitted due to the fault of the CARRIER. These liquidated damages can be asserted until payment of the freight amount by TRANSA.

Section 17 Security

The CARRIER warrants that all goods will be stored, transhipped and loaded at secure premises and secure transshipment locations and protected against unauthorised access during storage, loading, transhipment and carriage. It also assures that only reliable personnel will be deployed. Loaded vehicles must never be left unattended. The CARRIER shall ensure sufficient supervision overnight and/or at weekends. Should the use of parking areas be necessary, the route must be planned so that supervised parking areas can be used. If this is not possible in individual cases (e.g. because supervised parking areas are full), then further instructions must be obtained from TRANSA.

Section 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 by the CARRIER. The CARRIER is responsible for the correctness and completeness of invoices. The agreed term of payment is 30 days from the issue of the credit note or receipt of invoice by TRANSA, but at the earliest from the time of delivery/service by the CARRIER. Changes to the CARRIER's bank details will only be taken into account by TRANSA if they are notified in writing to the accounting department at TRANSA's headquarters in Offenbach. Otherwise, the payments will be made to the old accounts with debt-discharging effect. Bank charges incurred for payments to foreign bank accounts for domestic shipments shall be borne by the CARRIER.

Section 19 Prohibition of assignment/transfer

The CARRIER is not entitled to assign or otherwise transfer any rights or obligations under a transport order without the prior written consent of TRANSA.

Section 20 Lien/right of retention

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

Section 21 Dangerous goods

The Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) must be complied with when transporting dangerous goods. In particular, the CARRIER shall deploy only suitable drivers and vehicles that are suitable and equipped for the transport of dangerous goods.

Section 22 Driving personnel/driving and rest periods

The CARRIER shall employ only driving personnel with the necessary work permits and driver certificates in accordance with the German Road Haulage Act and comparable international regulations, and shall ensure that all official certificates and necessary permits (with an officially certified translation into German, if required) are carried on every journey and handed over to TRANSA or its client for inspection upon request.

Furthermore, the CARRIER expressly agrees to comply with driving and rest periods required by law and to properly furnish and retain the required proof. All documents and records documenting compliance with the aforementioned regulations will be handed over to TRANSA for inspection upon request. The CARRIER shall inform, train and instruct the personnel it uses, especially regarding driving and rest periods. Insofar as TRANSA or persons engaged by it are subjected to fines or other sanctions as a result of

violations of the CARRIER, the carrier engaged by the CARRIER, or any subcontractor, the CARRIER shall reimburse such amounts and shall indemnify and hold harmless TRANSA or the addressee of the administrative offence. If the CARRIER violates one of the aforementioned obligations, it shall pay liquidated damages of EUR 10,000 per violation. The violation also entitles TRANSA to extraordinary termination without notice.

Section 23 Compliance with the legal minimum wage

The CARRIER shall fully comply with the Minimum Wage Act (MiLoG), insofar as it applies. In particular, the CARRIER declares that all employees engaged by it are paid at least the statutory minimum wage and that such payment is made on the due date agreed with the employee, but no later than on the last banking day of the month following the month in which the work was performed. The CARRIER shall also ensure that, in the event that subcontractors are used, suitable measures are taken to ensure that the subcontractors also comply with the statutory provisions of the Minimum Wage Act. Prior to the use of any subcontractors, appropriate checks must be carried out by the CARRIER to ensure that the legal requirements of the Minimum Wage Act are reliably fulfilled. The CARRIER shall also regularly monitor compliance with these regulations by the subcontractors used. The CARRIER shall indemnify TRANSA against all third-party claims in connection with any violation of national and/or international minimum wage regulations arising from the performance of assignments placed by the client with the CARRIER. The obligation to grant exemption also expressly applies to claims by social insurance institutions and tax authorities. If the CARRIER violates one of the aforementioned obligations, it shall pay TRANSA liquidated damages of EUR 10,000 per violation. A violation also entitles TRANSA to extraordinary termination without notice.

Section 24 Confidentiality

The CARRIER 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 formation 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 continues for 5 years after the end of the business relationship. Should the CARRIER culpably violate the confidentiality obligation, TRANSA is entitled to claim damages of EUR 10,000 for each violation. The CARRIER reserves the right to prove that the damages incurred by TRANSA were lower than this amount. Compensation for damages which exceed this amount and other claims remain unaffected.

Section 25 Customer protection

During the term of this contractual relationship and for a period of twelve (12) months thereafter, the CARRIER will 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 of TRANSA with whom the CARRIER has come into contact as a result of the provision of the services for TRANSA and/or about which the CARRIER has received contact information. This does not prohibit the CARRIER from providing or offering to provide services to TRANSA's customers which are dissimilar and not in competition with the services of TRANSA. This also does not affect the CARRIER's right to participate in all tenders of TRANSA customers or to accept orders from TRANSA customers as long as the business relationship between the CARRIER and the TRANSA customer was not initiated by the CARRIER. As 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 CARRIER for the financial damage suffered. A violation will also be deemed to have been committed if the prohibited conduct is committed by another company belonging to the CARRIER's corporate group. In the event of a proven violation, the CARRIER shall pay TRANSA liquidated damages of EUR 10,000. These liquidated damages must be paid within thirty (30) days of notification of the violation by TRANSA and set off against any further claims for damages.

Section 26 Data protection

Within the scope of the business relationship, TRANSA processes personal data of the business partner (e.g. name, address, e-mail address, payment details) to the extent necessary for contract performance. Data processing is carried out on the basis of Article 6 (1) (b) GDPR.

Section 27 Compliance

The CARRIER shall ensure that it and all affiliated companies and third parties providing services to it under this agreement fulfil the obligations arising from this agreement in accordance with the law (in particular sanctions lists and foreign trade regulations) and will observe the DB Code of Conduct for Business Partners [downloadable at [DB Code of Conduct for Business Partners](#)].

In the event of a violation of this warranty, the CARRIER shall indemnify TRANSA against all damages and claims by third parties in connection with this violation. Furthermore, TRANSA has the right to terminate the contract without notice.

Section 28 PEP clause

The CARRIER 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 person (PEP). 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.

Section 29 Applicable law, venue and severability

German law applies unless mandatory statutory provisions, particularly the Convention on the Contract for the International Carriage of Goods by Road (CMR), stipulate otherwise. The exclusive venue is the registered office and principal place of business of TRANSA in Offenbach/Main, provided that no mandatory statutory provisions prevent this. Insofar as the CMR applies, the Parties agree that Offenbach/Main will serve as an additional venue within the meaning of Article 31(1) CMR.

Should individual parts of these General Terms and Conditions of Purchase be or become legally invalid, this will not affect the validity of the remaining provisions.

Section 30 Applicable language

These General Terms and Conditions of Purchase are written in German and translated into English. In the event of discrepancies between the German and English versions, the German will prevail. If translated into other languages, the German version will prevail in all respects. Any disputes arising from or in connection with the content must be interpreted based on the German text.

Section 31 Applicable currency

The applicable currency is defined by the individual order. In case of disputes, EURO is the leading currency.

Section 32 Special international aspects

The following deviating provisions apply if a TRANSA place of business located in one of the countries listed below commissions a CARRIER to perform a transport that is initiated, carried out and completed exclusively within the country in which the commissioning TRANSA place of business is located:

Belgium/Netherlands: Section 6 is supplemented by the following: The CARRIER shall take out goods damage liability insurance with a cover limit of EUR 1 million per incident.

Bulgaria: Section 20 is replaced by the following: The CARRIER shall ensure delivery of the goods, as specified in the transport order, to the agreed place of delivery. Any liens and/or rights of retention on the part of the CARRIER in relation to these goods are hereby expressly excluded. Note on Section 29: For Bulgaria, it is expressly agreed that the competent German court has exclusive jurisdiction for both parties in Bulgaria, unless mandatory statutory provisions stipulate otherwise. The Parties agree not to assert any claims, actions or proceedings other than before these courts.

Sweden: Section 1 is supplemented by the following: These General Terms and Conditions of Purchase apply together with the General Conditions of the Nordic Association of Freight Forwarders (NSAB 2015) to contracts for transports to, from or within Sweden. In the event of conflict between the General Terms and Conditions of Purchase and NSAB 2015, the General Terms and Conditions of Purchase will prevail. The reference to the "General Terms and Conditions of the Federal Specialist Group for Heavy Transports and Crane Operations" does not apply. Section 5 is supplemented by the following: For domestic transport in Sweden, the CARRIER's liability is governed exclusively by the Swedish act governing domestic road transport (*Sw. lag om inrikes vägtransport*). For cross-border transport to/from Sweden, the applicable uniform transport conventions apply. Section 6 is supplemented by the following: Domestically, the Swedish act governing domestic road transport (*Sw. lag om inrikes vägtransport*) applies. In addition, the CARRIER shall take out motor vehicle liability insurance in accordance with the Swedish Road Traffic Damage Act (*Sw. trafikskadelag*) for each vehicle used for TRANSA, as well as motor vehicle liability insurance with a coverage amount of EUR 50 million. Section 7 is supplemented by the following: The CARRIER warrants that it is in possession of all permits and authorisations necessary for the performance of the transport services, in particular those required under, or referred to in, the Swedish Act on Commercial Transport (*Sw. yrkestrafiklag*). For the avoidance of doubt regarding Section 9, the reference to VDI Guideline 2700 et seq. should be interpreted as a reference to generally accepted load-securing standards applicable in the country of operation (including, where relevant, VDI 2700 et seq.); mandatory Swedish law takes precedence. In addition to Section 22, the CARRIER must hold all necessary work and other permits, as well as driver certificates, as required under applicable Swedish driver-licensing and road-traffic regulations. Section 29, sentences 1 and 2, are replaced by the following: Swedish law will apply to any contract to which these General Terms and Conditions of Purchase apply, unless mandatory statutory provisions provide otherwise. All disputes, differences, or claims arising from or in connection with a contract to which these General Terms and Conditions of Purchase apply, or from its breach, termination, or invalidity, shall in the first instance be decided by the District Court of Malmö, Sweden, unless mandatory statutory provisions provide otherwise. By way of derogation from Section 30, the English version will prevail.

Czechia: Note to Section 1: The application of the "General Forwarding Conditions of the Association for Forwarding and Logistics of the Czech Republic" (VZP SSL) and the "General Transport Conditions of the Association of Road Transport Companies ČESMAD BOHEMIA" (VPP ČESMAD) are expressly excluded as country-specific special regulations. By way of derogation from Section 5, sentences 1 and 2, the following applies: The CARRIER is liable for domestic transport in accordance with these General Terms and Conditions of Purchase and the statutory provisions, in particular the transport and shipping regulations. In the case of cross-border transport and international transport, the uniform legal provisions of the relevant international conventions will apply. In accordance with Section 2566 of the Czech Civil Code, the CARRIER is liable for damage or loss of goods in domestic transport in the full amount of the damage incurred. By way of derogation from Section 6, sentence 1, the CARRIER shall take out, at its own expense, liability insurance for damage to goods with a statutory minimum sum insured of EUR 600,000 per insured event and, in the case of cross-border road transport, insurance within the maximum liability limits of the CMR. Section 7, sentence 2, is replaced by: The CARRIER shall ensure that all permits and authorisations required for the transport, in particular in accordance with Czech Act No. 111/1994 Coll. on Road Transport, are available and are used in a permissible manner. Section 29, sentences 1 and 2, replaced by: Unless mandatory statutory provisions provide otherwise, the relationship between TRANSA and the CARRIER will be governed by Czech law. In particular, the statutory provisions apply to domestic transport. In cross-border transport, the CMR provisions will take precedence. Unless mandatory statutory provisions provide otherwise, the courts of the Czech Republic will have international jurisdiction for all disputes arising from or in connection with the contractual relationship

between TRANSA and the CARRIER, including disputes regarding the validity or invalidity of the contract. The exclusive venue will be the local competent court under Czech law at the registered office of the TRANSA place of business in the Czech Republic that placed the respective order, unless mandatory statutory provisions provide otherwise.

Turkey: Section 2 sentence 3, Section 4 sentence 2, Section 16 sentences 2 and 3, Section 24 sentence 5, Section 25 sentences 5 and 6: these constitute penalty clauses under Turkish law. Section 22 (sentences 6 and 7), Section 23 (sentences 7 and 8) are replaced by: "In the event that TRANSA or one of TRANSA's customers is held liable in any way due to the CARRIER's breach of one or more of the above obligations, the CARRIER shall indemnify TRANSA or the customer immediately upon becoming aware of such liability or damages. TRANSA has the right to terminate the contract due to such a breach; however, such termination will not release the CARRIER from its obligation to compensate TRANSA or the customer in accordance with this article."

Hungary: By way of derogation from Section 29, Hungarian law will apply. In particular, the statutory provisions of the Civil Code, Government Ordinances 261/2011 and 120/2016 and 508/2020 apply to domestic transport; in cross-border transport, the CMR takes precedence. For all disputes arising from or in connection with the contractual relationship, the exclusive venue will be the local competent court under Hungarian law at the registered office of the TRANSA place of business in Hungary that placed the respective order, unless mandatory statutory provisions provide otherwise. Section 5, sentence 3, is replaced by: The CARRIER is liable within the scope of the statutory provisions. In all other respects, it will be liable to TRANSA for loss/damage within the scope of national transports with 40 special drawing rights per kilogram gross weight of the consignment, in each case in accordance with the provisions of the uBGB and RVO 120/2016. Section 7, sentence 2, is replaced by: The CARRIER assures that the necessary permits and authorisations in accordance with Sections 25, 26, 34 of RVO 261/20113 and Regulation (EC) No. 1072/2009 (in particular permit, Community licence, CEMT permit, third-country permit, ADR certificate) for carrying out the transport are available and will be provided to TRANSA upon request. Section 9 is supplemented by the following: Unless otherwise agreed, the CARRIER shall ensure safe loading, stowing and unloading for operation and transport in accordance with Section 7 of RVO 120/2016. Section 23 is supplemented by the following: Since there is no regulatory basis under the applicable Hungarian law regarding the provisions of the German Minimum Wage Act (MiLoG), the rules concerning minimum wage in relation to Hungary will be governed by the Hungarian Labour Code and the applicable Hungarian legislation in force at any given time on minimum wage. Section 21 is supplemented by the following: If the transport of dangerous goods takes place within the territory of Hungary, the provisions of Government Decree No. 165/2025 will apply in addition to the Agreement concerning the International Carriage of Dangerous Goods by Road.