

1. APPLICABILITY AND DEFINITIONS

1.1 These Standard Terms and Conditions shall apply to all contracts for the carriage of goods provided by the Contractor for the Customer, unless mandatory national or international laws and regulations take precedence.

1.2 In a contract and/or in the documents and communications exchanged between the parties in this context, the terms defined below shall have the meaning given in the respective definition, unless the context indicates or requires otherwise:

"Customer" shall mean the enterprise, which orders the Contractual Services from the Contractor.

"Contractor" shall mean the enterprise or the person who is to perform the Contractual Services for the Customer in accordance with the terms and conditions of the Contract.

"Order" shall mean the order document sent to the Contractor by the Customer to which these Standard Terms and Conditions apply.

"Recipient" shall mean any natural or legal entity specified by the Customer or an authorized agent to the Contractor in the contract or other fashion to whom or to which the Contractor shall deliver the freight in accordance with the terms and conditions of the Contract.

"Freight, Good, Goods" and "Merchandise" shall mean synonymously the goods and units of goods, which are tendered by the Customer to the Contractor in order to perform the Contractual Services.

"Force Majeure" shall mean unforeseeable events, which cannot be influenced by the parties, e.g., national strikes, lockouts, blockades, war, combat operations, civil wars, public disturbances, sabotage, natural disasters, epidemics, pandemics, restrictions imposed by government agencies, unavoidable traffic accidents if one of these events prevents the parties from performing their contractual duties or causes a delay in performing these contractual duties. Operational disturbances and work stoppages of any kind, production disruptions and performance bottlenecks due to overload, a lack of qualified personnel or financial problems on the part of the Contractor as well as traffic jams shall not be considered as events of force majeure.

"Subcontractor" shall mean any third party providing Contractual Services (or parts thereof) to the Contractor or its subcontractors.

"Heavy Transport" shall mean Contractual Services which concern the transport of Goods that require a special transportation permit in accordance with road traffic laws and regulations as well as the transportation or movement of Goods using heavy-duty rollers, armored rollers, air cushions, hydraulic lifting scaffolds and lifting portals or other special transport aids.

"Contract" shall mean the contract executed by the parties, consisting of the Order and all contractual documents pertaining to the Order, any agreement if applicable, and these Standard Terms and Conditions, including any amendments to these documents.

"Contractual Services" shall mean the commercial transport of Goods of any kind from the place of loading to the place of unloading, together with interim storage for transport purposes and all other services required for the performance of the Contract, or those of which that are necessary, from the point of view of a reasonably prudent person, in accordance with the custom of trade usually derivative of the contractual terms and conditions, or for complete contractual performance.

"Contract Price" shall mean the total amount payable by the Customer to the Contractor under the Contract for the proper and timely performance of the Contractual Services.

"Confidential Information" shall mean any and all trade secrets as per § 2 Para 1 of the Law for the Protection of Business Secrets (GeschGehG) and non-public information and content, regardless of form, disclosed by a party or a party's agent within the scope of the Contract or information from the point of view of a reasonably prudent person, which would normally be considered and kept and treated confidentially.

1.3 All contractual documents are Confidential Information. The following order of priority has been defined for the contract documents:

- a) The Order including all special terms and conditions included with the Order, but not including the appendices to the Order, unless the Order expressly stipulates that the appendices shall take precedence
- b) Where appropriate, the agreement pursuant to which the Order is placed, not including appendices thereto;
- c) These Standard Terms and Conditions;
- d) The Conditions for Packing or those of Customer's customer, unless the Customer also assumes the packing of the Freight;
- e) Where appropriate, the appendices to the agreement under which the Order is placed, in numerical or alphabetical order, i.e. that e.g. appendix 1 or A shall have priority over any other appendices;
- f) Where appropriate, the appendices to the Order or the documents expressly referred to in the Order.

1.4 The application and validity of the Contractor's standard terms and conditions or any of the Contractor's other conditions, regardless of type, shall be made expressly conditional on the express written assent of the Customer. The German Freight Forwarders' Standard Terms and Conditions (*Die Allgemeinen Deutschen Spediteurbedingungen [ADSp]*) shall be excluded.

2. CONTRACTUAL SUBJECT MATTER AND PERFORMANCE

2.1 The Contractor must perform the Contractual Services with the diligence of a reasonably prudent businessman, always take into account and protect the interests of the Customer and follow the Customer's instructions. If the Customer's instructions are obviously incorrect or impracticable, the Contractor must inform the Customer in textform of this without undue delay.

2.2 Unless the parties have agreed otherwise (especially as per Incoterms®), the Customer or its agent must load, stow, secure, and unload the Freight. The Contractor shall ensure the safe and reliable shipment of the Freight. The Contractor shall be responsible for any requisite transshipment planned during transport.

2.3 The Contractor must adhere to the Customer's loading and unloading times specified in the Order; these are binding. If the Contractor complies with these and the reasonable time for loading or unloading is delayed by more than two (2) hours for reasons attributable to the Customer, the Contractor shall be entitled to usual local demurrage. The Contractor's rights pursuant to § 417 of the German Commercial Code (HGB) apply insofar as the Contractor is entitled, after expiration of the reasonable time for the loading process and one (1) additional hour, to set the Customer a reasonable deadline within which the Customer must load or tender the Freight to be loaded. After expiration of this period, the Contractor shall be entitled to terminate the Contract, unless part of the Freight has already been loaded.

2.4 The Contractor shall inspect the packing of the Goods to be transported appropriately for damage before loading and shall draw up a record of this. This shall also apply to the Goods to be transported, provided that they are not already or only partially packed. If the Contractor discovers damage, he must inform the Customer immediately before loading and note the nature and extent of the damage in the report. If damage to the packing of the transported Goods or the Goods is discovered during unloading, which was not reported by the Contractor before loading, the presumption shall be that such damage occurred during transport. Moreover, the Contractor must check freely accessible measuring indicators (if any) attached to the outside of the Goods to be transported before loading, unloading, and any transshipment and shall document in writing and photographically the values shown by the indicators. This written and photographic documentation must contain the date and time of the reading. If the data read by the Contractor on the indicators exceed permissible limits, the Contractor must promptly inform the Customer and await the Customer's instructions.

2.5 During transport, the Contractor shall, if necessary, adequately protect the Freight against the effects of the weather. In any case, the Contractor must protect the Freight against moisture.

2.6 If the Contractor arrives at the Recipient's premises too early or outside working hours, any unloading may only take place if the Recipient assents. Any additional costs arising from this shall be borne by the Contractor. The Contractor must inform the Customer about any Recipient complaints regarding transport and Freight quality and Freight quantity and must endeavor to get the Recipient to note any complaints in writing down on the delivery receipt.

2.7 The Contractor warrants that the Freight shall only be tendered once the Recipient affirms its receipt upon signing, dating, and affixing the company's stamp on the consignment note together with information about the time of unloading.

2.8 In the event of a breakdown of the intended transport vehicle or vehicle in use, the Contractor must immediately provide a suitable replacement vehicle, irrespective of whether the breakdown is the Contractor's fault. If this is not possible for the Contractor, the Customer may procure a replacement vehicle after expiry of a reasonable period previously set for the Contractor, unless setting a period in accordance with the statutory provisions is unnecessary. In this case, the Customer is entitled to charge the costs incurred by the procurement of a replacement vehicle to the Contractor and to offset them against the respective remuneration owed to the Contractor.

2.9 The vehicles used by the Contractor must be suitable for the transport of the Goods, properly equipped, and in technically proper working condition. They must comply with statutory and government agency regulations (including those of the transit and destination countries) and, if applicable, the special requirement profiles for the Goods to be loaded specified in the Order. Before transport, the Contractor must check the vehicle's equipment for roadworthiness and completeness. Any prescribed equipment or equipment stipulated in the transport Order must be carried in or on the vehicle until the end of transport.

2.10 The Contractor must employ reliable, professionally trained driving

personnel (for hazardous goods with appropriate training certificates) with a valid driver's license (also valid in the transit and destination countries) and with sufficient driving experience.

2.11 In the event of an accident or other damage, the Contractor must immediately inform the Customer in textform, report any visible damage or loss with respect to the Freight, and await the Customer's instructions regarding the Merchandise. After the accident, the Contractor must within a reasonable period of time submit a written report to the Customer that contains to the extent necessary information about the location, time, and description of how the accident occurred; the name and address of the individuals involved in the accident (if applicable, witnesses/injured people/deaths); license plate numbers and model of the vehicles involved; and evident damage to the Freight.

2.12 The Contractual Services may not be subcontracted in whole or in part without the written consent of the Customer. The Contractor must undertake to select Subcontractors with the diligence of a reasonably prudent businessman and shall be held liable for any misfeasance or malfeasance of the Subcontractors.

3. COMPLIANCE WITH STATUTORY PROVISIONS

3.1 The Contractor must always observe and take into account the laws, government regulations, technical standards, and accident prevention regulations relevant to the rendition of the Contractual Services. This includes in particular the provisions of the German Road Haulage Act (GüKG), the provisions for the transport of hazardous goods, and provisions affecting road traffic and employment law.

3.2 The Contractor shall warrant that the vehicles used and the drivers employed satisfy all legal requirements (including those in transit and destination countries) that apply to the execution of Orders placed by the Customer and that the vehicles are validly registered pursuant to the applicably valid road haulage act in the carrier's home country. In particular, the Contractor must observe prescribed driving times and rest periods.

3.3 The Contractor represents and warrants that it has the requisite license and permit for the transport pursuant to § 3 and § 6 GüKG (permit, community license, non-EU permit, and/or ECMT permit) and that the legally required documents will be carried during the journey. The Contractor also represents and warrants that a logbook will be kept in accordance with Article 5 of the CEMT Directive during the journey.

3.4 The Contractor represents and warrants that only drivers with a valid driver's license and a valid passport or identity card will be used, which must be always carried with them. Furthermore, the Contractor represents and warrants that foreign drivers from non-member states (non-EU/EEA states) and subcontractors from an EU/EEA state will only be employed if they have the requisite driver's license and drivers carry the prescribed original documents (work permit or certificate of good standing) on their person and to the extent necessary an officially certified translation of the documents into German.

3.5 The Contractor must warrant that the consignment notes and Freight documents are available on departure and are carried during the journey.

4. ORDER AND ORDER ACKNOWLEDGEMENT

Orders must be executed in writing. Verbal agreements shall only become legally valid and effective upon the Customer's written acknowledgment.

The Contractor must immediately confirm Orders in writing, specifying the order number or the reference number. If the Order is accompanied by an acknowledgement form from the Customer, the Contractor must use this. Upon acceptance of the Order, the delivery dates contained in the Order shall become firmly agreed upon delivery dates.

5. ORDER CHANGES

The Customer shall be entitled to change the Order at any time. If the change requested by the Customer justifies an adjustment of the Contract Price and/or delivery date in the opinion of the Contractor and if the Contractor has requested an adjustment within two (2) hours after receipt of the Customer's written request for change within the Customer's regular business hours, the parties shall mutually agree to make an appropriate adjustment of the Contract Price and/or delivery date. The Customer shall have the right to instruct the Contractor to make changes before an adjustment has been agreed upon.

6. ORDER CANCELLATION

6.1 The Customer may cancel an Order in whole or in part with the Contractor at any time in writing.

6.2 The Customer shall incur no charges for a cancellation no later than twenty-four (24) hours before the loading date specified in the Order. Otherwise the Customer shall pay twenty-five (25) percent (%) of the Contract Price to the Contractor in accordance with Section 10, unless the cancellation is based upon

reasons within the Contractor's scope of liability.

6.3 If Freight has already been loaded prior to cancellation, the Contractor shall return the Freight to the place of loading, store it, or otherwise deal with it in accordance with the Customer's instructions. If the cancellation does not fall within the Contractor's scope of liability, the parties shall mutually agree on a new and reasonable Contract Price for the Order concerned or for that part of the Order affected by the cancellation while taking into consideration the specific circumstances, which the Customer shall pay in accordance with Section 10.

6.4 If the cancellation falls within Contractor's scope of liability, then the Contractor must compensate the Customer for any loss accruing herefrom.

7. DOCUMENTATION

7.1 Transport and accompanying documents, in particular CMR waybills, commercial invoices, packing lists and customs documents or their contents may not - apart from official government or other legally prescribed controls - be disclosed or surrendered to third parties.

7.2 The Contractor must keep all data and documents relating to the Contractual Services for a period of at least ten (10) years after delivery of the Freight or for a correspondingly longer period, insofar as required by applicable law. The Contractor warrants that all reports proving compliance with all contractual conditions will be made available to the Customer at any time within the retention period.

8. DELIVERY DELAYS

8.1 The Contractor must deliver the Freight within the agreed delivery period. Installment deliveries shall not be deemed to be a conforming delivery, unless otherwise agreed.

8.2 The Contractor must inform the Customer without undue delay of all circumstances essential for contractual performance, in particular of any haulage and delivery impediments as well as transport obstacles, breakdowns or accidents or other delays on the transport route and to obtain the Customer's instructions. The information must include the reason for the delay in transit, the measures undertaken by the Contractor and the expected new delivery date.

8.3 Notwithstanding the Customer's instructions, the Contractor shall immediately take appropriate measures to keep the delay as minor as possible.

8.4 The Contractor shall be liable for any damage incurred by the Customer for an untimely delivery unless the delay cannot be attributed to the Contractor. The Customer expressly points out that it has regularly agreed contractual penalties or lump-sum compensation provisions with its customers in the event of late delivery. The Contractor expressly recognizes these as compensable damages for delay vis-à-vis the Customer. The Contractor's liability shall be limited to three times the value of the Contract Price, provided that § 435 HGB is not applicable. In cross-border transport, the Contractor's liability shall be limited to the simple value of the Contract Price in the absence of a case pursuant to Article 29 CMR—to the extent the Customer does not exercise its rights pursuant to Article 26 CMR.

9. MATERIALS PROVIDED BY THE CUSTOMER

If the Customer, in addition to the Freight, hands other items, which are not Freight, such as fasteners, transport devices, or packing (Materials Provided), over to the Contractor, these shall remain the Customer's property and must be clearly marked and labeled by the Contractor as the Customer's property. The Contractor shall bear the risk of loss. The Contractor may only use Materials Provided by the Customer for the purpose of fulfilling the Contract. Materials and supplies must be returned to the Customer immediately after use or at the Customer's request.

10. PRICES AND PAYMENT CONDITIONS

10.1 Unless expressly stated otherwise in the Contract, the agreed prices shall be fixed prices. These shall cover all services, in particular the road tolls, costs of any planned transshipments or storage and all foreseeable and normal services of the Contractor. This shall also apply if the Contract Price is renegotiated in accordance with Sections 5, 6.2 or 6.3. This does not include any demurrage to be paid. The Contractor is not entitled to any installment or advance payments.

10.2 Payments due and owing shall be made by the Customer within forty-five (45) days of receipt of the invoice by bank transfer to the bank account indicated by the Contractor, provided that an Order has been received and accepted without reservation. The Contractor shall issue invoices with the order number after Contractual Services have been rendered in accordance with the Contract, enclosing the complete accompanying transport documents and the written and photographic documentation of the indicator measurements (to the extent any were required to be prepared) and the consignment note acknowledged by the Recipient. The Customer has the right to return faulty invoices or invoices to which the required proofs are not attached for correction.

The payment period for corrected invoices shall commence on the day the corrected invoice(s) is (are) received by the Customer.

10.3 If the Customer has defaulted on payment, the Contractor shall only be entitled to interest in the amount of the three-month LIBOR rate applicable at that time. The Customer shall not be held liable for any late payment interest.

11. LIABILITY

11.1 THE CONTRACTOR IS LIABLE FOR THE LOSS AND/OR DAMAGE OF THE FREIGHT WITH 40 SPECIAL DRAWING RIGHTS PER KILOGRAM OF THE GROSS WEIGHT OF THE FREIGHT.

11.2 The Contractor's liability in cross-border transport shall be governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

11.3 The Contractor shall be held liable for negligent acts causing damage to property. However, this does not include any damage or loss to Goods and personal injury for which the Contractor is statutorily liable to the Customer upon the rendition of its contractually stipulated performance affecting the legally protect interests of the Customer, the Recipient, and their employees, operating bodies, other agents, or third parties, whereby the Contractor shall be held vicariously liable for the acts of its employees or other persons it engages for the rendition of its services to the same extent as itself.

11.4 The Contractor shall be held liable for other negligent acts causing pecuniary loss during the bailment period within the statutory limits of § 433 HGB and without limitation outside of the bailment period, insofar as this does not constitute damage or loss due to a delay in performance.

11.5 The aforementioned liability limits and legally mandatory exemptions from liability shall not apply in the cases specified in § 435 HGB.

12. THIRD PARTY RIGHTS

The Contractor represents and warrants that the provision of Contractual Services does not infringe on any rights of third parties. The Contractor shall indemnify and hold the Customer harmless from any liability for all claims arising from an infringement of such rights, unless such infringement is not attributable to the Contractor. The Contractor's indemnification obligation must also reflect mandatory statutory limitations of liability, insofar as such limitations apply.

13. INSURANCE

13.1 As a self-insurer, the Customer has taken out transport risk insurance. The Contractor must therefore ensure that no such insurance policy is executed. Should the Contractor nevertheless take out such insurance or have already taken out such insurance, the Contractor shall solely bear the costs arising therefrom and may not account for such costs in the Contract Price.

13.2 Except for the insurance taken out by the Customer, the Contractor must execute the requisite insurance policies at its own cost and expense for the duration of the Contract, especially public liability and motor vehicle liability insurance.

13.3 Insofar as the Contractor is entrusted with materials and supplies within the scope of the performance of the Contract, the Contractor must insure these at the Contractor's own expense and for the benefit of the Customer against any risks of loss, theft, or other damage.

13.4 Upon request, the Contractor shall submit to the Customer suitable evidence from the insurer evincing insurance coverage, insurance amounts, and applicable deductibles in addition to a remark that all insurance premiums have been paid when due.

13.5 The above-mentioned public liability and motor liability insurance must each have coverage limits of at least EUR 5,000,000 (five million EURO) per occurrence and must not have a deductible that exceeds EUR 25,000 (twenty-five thousand Euro).

14. FORCE MAJEURE

14.1 In cases of Force Majeure, the parties shall not be liable for failure to discharge their contractual obligations.

14.2 In the event of Force Majeure, the affected party shall notify the other party in writing of the occurrence of such a case without undue delay, but no later than 14 (fourteen) calendar days after the occurrence of a case of Force Majeure. The letter of notification must contain a detailed justification in which the time and the effects of the hindrance on the contractual obligation (contractual performance or payment) must be fully documented as soon as this can be determined. This notwithstanding, the party affected must present all planned and reasonable prospects to mitigate damage.

14.3 If the discharge of a party's contractual obligations is made wholly or partially impossible or delayed by Force Majeure, the party affected shall not be considered to be in breach of contract and shall be insofar exempt from the fulfillment or timely fulfillment of said obligation(s) as long and insofar as the discharge of said obligations is impaired by Force Majeure. The affected

contractual obligations, including the corresponding contractual obligations of the party not affected by Force Majeure, shall be adjusted accordingly. However, the Contractor shall in no case be entitled to compensation for any additional costs incurred as a result of Force Majeure, unless otherwise expressly stipulated in these Standard Terms and Conditions.

15. CONFIDENTIALITY

15.1 The contracting parties shall keep and treat Confidential Information strictly confidential and not disclose it, directly, indirectly, in whole or in part, to third parties during the performance period of the Contract and for a period of ten (10) years after termination or expiration of the Contract for purposes other than the provision of the Contractual Services. Unless otherwise stipulated in the Contract, third parties shall also include Group companies or companies within the meaning of Sections 15 et seq. of the German Corporations Act (AktG) or other affiliated companies of the respective parties. However, the Customer is entitled to use Confidential Information, which the Customer has received or receives from the Contractor within the ARVOS Group. The duty of confidentiality does not apply to such Confidential Information,

- that is, or will be, common knowledge,
- which is already lawfully in the possession of the other party before disclosure by one party,
- provided to either party by a third party who is not bound by a duty of confidentiality to the other party,
- which has been independently developed by one party, or
- which is required to be disclosed because of legal provisions, a final and enforceable judgment, arbitration award, or to clarify a claim or to settle a dispute pursuant to Section 23 herein, but limited to the required scope, or by the Customer to clarify a claim or a dispute with third parties and/or an insurance claim, but limited to the required scope.

15.2 The Contractor must warrant that any person providing any Contractual Services in connection with the Contract is aware of the strictly confidential nature thereof and that they observe the aforementioned confidentiality obligation. Breaches of this must be prosecuted under employment law.

15.3 Unless otherwise provided for in the Contract, upon expiration or termination of the Contract, each party shall, at the written request of the other party, immediately return or destroy all Confidential Information, copies, or other reproductions and confirm the return or destruction in writing, unless the party is mandatorily required by law to retain such Confidential Information.

16. PRODUCT PIRACY

The Contractor hereby acknowledges that "product piracy" is a serious problem in the industry and is based on persons or companies illegally acquiring the technical know-how or intellectual property of another company ("Legitimate Company") in order to manufacture and sell products or to provide and sell services similar to those of the Legitimate Company in violation of the rights to technical know-how or other intellectual property rights of the Legitimate Company.

In this respect, the Contractor hereby represents and warrants that it and its affiliates, if any, alone or together with others, as a principal or agent, manager, equity holder, independent supplier, or in any other capacity, directly or indirectly through other persons, will never engage in product piracy against the Customer for its own benefit or for the benefit of third parties.

17. COMPLIANCE

17.1 The Contractor represents and warrants that

- (a) the Contractual Services are in full compliance with all applicable laws and regulations, including all applicable EU rules and regulations,
- (b) the Contractual Services shall be performed in accordance with good international energy technical practice,
- (c) in the event that the Contractor and/or his Subcontractors are present or active on the Customer's and/or the Customer's client's premises that the Customer's and/or client's internal policy directives with respect to conduct on the business premises (including EHS/(ETS) provisions) will be followed at all times.

17.2 The Contractor hereby represents and warrants that it has read ARVOS' EHS Policy, Sourcing Policy and Code of Conduct as well as the export control guidelines (Complying with International Sanctions) available on ARVOS' website at www.arvos-group.com under the tab and icons "Code of Conduct", "EHS" and "Supplier Compliance" prior to the date the agreement was executed and is fully aware of their content. The Contractor promises to adhere to these provisions and ensure that, where applicable, each company within its group, Subcontractors, and sub-suppliers abide by these provisions.

17.3 The Contractor warrants that either directly or indirectly a third party or employee of the Customer or Customer's client has not been paid any fee or given

a commission, received discounts, gifts or hospitality, given other benefits-in-kind, or entered into side agreements.

17.41 Any breach of this clause shall be deemed a material breach of contract. The Contractor shall indemnify and hold the Customer, its affiliates, officers, employees or other representatives against any liability harmless for any and all claims, losses, damage, costs and expenses (including legal expenses) arising out of or in connection with any breach of the obligations and/or promises of the Contractor contained in this clause, unless any breach of an obligation or promise is neither attributable to the Contractor nor its representatives.

18. LIENS AND RIGHTS OF RETENTION

The Contractor shall not be entitled to any lien on or right of retention of the Goods to be transported.

19. ASSIGNMENT AND SET-OFF

19.1 After written notification to the Contractor, the Customer may assign the Contract or parts thereof to affiliated enterprises. The Contractor may not assign the Contract or parts thereof without the express written consent of the Customer.

19.2 The Contractor may only set off undisputed claims or claims that have been decided *res judicata* against any Customer's claims.

20. STORAGE

20.1 If the carriage of the Goods requires their storage, the Contractor must consider any special characteristics of the Goods to be stored to the extent known and store them in a clean and dry place and protect them adequately against damage and loss. If the Contractor discovers any damage or other deterioration of the Goods during their storage, the Contractor must promptly inform the Customer and obtain the Customer's instructions. If the stored Goods are equipped with measuring indicators, the Contractor must document the values shown by the indicators at appropriate intervals in accordance with Section 2.4, unless the Customer has instructed the Contractor otherwise.

20.2 Collective storage is not permissible. The Contractor must always segregate and mark the Goods as the Customer's property.

20.3 At the Customer's request, the Contractor must insure the Goods for the period of storage. If such insurance is not already included in the stipulated price, the price must be adjusted appropriately, provided that the Contractor requests such a price adjustment.

20.4 The Contractor shall have no right to put a lien on the Goods in connection with their storage.

20.5 The Contractor may store the Goods in its own or a third party's warehouse. If the Contractor stores the Goods in a third-party warehouse, the Contractor must promptly notify the Customer about the name and location of the warehouse operator and ensure that the warehouse operator complies with the above conditions without the Contractor being released from liability as a result.

21. DATA PROTECTION AND PRIVACY

21.1 The parties will process the personal data entrusted to them, respectively, within the scope of cooperation and in compliance with applicable data protection and privacy regulations. This especially includes the legality of processing, good faith processing, transparency, intended purpose, data minimization, the accuracy of processing, limitation of storage as well as the integrity and confidentiality of personal data. These obligations must be imposed on all persons authorized to execute performance of the Contract. This also applies to any processing by third parties, which must be carried out exclusively in compliance with applicable data protection and privacy regulations.

21.2 At the request of the respective party, the parties promise to provide proof to the other party's data protection officer of compliance with this obligation in the form required by law. With respect to the information obligations pursuant to Art. 13 of the EU General Data Protection Regulation and for further information on the handling of personal data of our business partners, we would refer to you to our data protection and privacy statement retrievable at <https://www.schmidtschack.com/data-protection/>.

22. SUPPLEMENTARY PROVISIONS FOR HEAVY TRANSPORT

The following provisions of this Section shall apply supplementary for Heavy Transport.

22.1 Prior to engaging in Heavy Transport, the Contractor must obtain comprehensive information about the transport route, in particular about the places intended for loading and unloading and - if necessary - inspect all or parts of it and check whether it is navigable. The information collected and the results of the inspection must be documented in a report, which must contain particular information on any obstacles to transport at the place of loading and unloading as well as on the transport route and - if necessary - the soil conditions. The

Contractor is responsible for obtaining the necessary information about soil conditions from the Customer in cases where transport will occur on the Customer's premises. The Contractor shall provide the Customer with a copy of the report before undertaking Heavy Transport.

22.2 If to undertake Heavy Transport, a permit or license from a competent government agency is required, in particular § 18 (1) sentence 2 and § 22 (2) and (4) and § 29 (3) of the German Road Traffic Regulations (StVO) as well as § 46 (1)(5) and § 70 (1) of the German Road Traffic Licensing Regulations (StVZO), the Contractor must seasonably apply for and procure such permit or license. The Contractor shall be held liable for all damage or loss incurred by the Customer because the necessary permits are not granted or not granted in time, unless the Contractor is not responsible for the delay or the refusal.

22.3 The Contractor must ensure the availability of the security forces and timely implementation of government requirements if government authorities require traffic-directing measures such as a police escort or other conditions and ancillary provisions to maintain the safety and flow of road traffic or to protect the road structure. The Contractor shall be held liable for the lack of availability of security forces and untimely implementation of government requirements, unless this cannot be attributed to the Contractor.

22.4 If heavy goods are transported across private property, non-public streets, roads, and open spaces, the Contractor must assist the Customer in obtaining the necessary approvals from the owners.

22.5 The Contractor must carry out Heavy Transport activities properly and in workman-like manner with the care and diligence of a reasonably prudent businessman using all available means and technical options and adhering to the most up-to-date recognized technological advances.

22.6 The Contractor promises both in general and in the specific case to use a suitable means of transport and hoisting equipment, which are operational, safe, and have been tested by TÜV and UVV in accordance with applicable regulations.

22.7 The Contractor promises to engage only competent personnel familiar with the operation of the means of transport and the hoist. Upon the Customer's request, the Contractor shall furnish personnel for assistance, instruction, and for other reasons as well as requisite slingers at the Customer's cost and expense.

23. SUPPLEMENTARY PROVISIONS FOR FREIGHT FORWARDERS

23.1 If the Contractor also acts as a freight forwarder, the following provisions of this Section shall apply supplementary, provided that the Contractor does not carry out the transportation of the Goods for his own benefit (§ 458 HGB), there is no fixed cost freight forwarding (§ 459 HGB) or the shipment is not part of a collective consignment (§ 460 HGB).

23.2 As freight forwarder, the Contractor is responsible for organizing the carriage of the Goods. In doing so, the Contractor promises to perform these duties with the diligence of a prudent freight forwarder, to always consider and protect the interests of the Customer, and to follow the Customer's instructions. If the Customer's instructions are obviously incorrect or impracticable, the Contractor must inform the Customer of this immediately.

23.3 The Contractor is at liberty to choose the means of transport. The same applies in deviation to Section 2.12 sentence 1 for any subcontractor agreements to be concluded in this regard. If subcontractor agreements are concluded with third parties, the Contractor must select parties with the care and diligence of a reasonably prudent businessman and promptly inform the Customer about the name and address of the third party that has been commissioned.

23.4 If the Contractor executes subcontractor agreements with third parties, the Contractor must ensure that in the agreements the third party complies with statutory provisions and those provisions contained in these Standard Terms and Conditions applicable to the respective mode of transport.

23.5 Notwithstanding Section 15 and to the extent necessary for contractual performance under the subcontractor agreements, the Contractor shall also be entitled to pass on the Confidential Information required for this purpose to such third parties commissioned with the performance under the subcontractor agreements.

23.6 However, if the Contractor executes agreements on behalf of the Customer in its own name, it must assign any claims resulting therefrom to the Customer upon the Customer's request without undue delay.

23.7 The limitations of liability set forth in Section 8.4 for damage caused by delay in non-cross-border transports shall not be applicable.

24. GOVERNING LAW AND LITIGATION

24.1 The Contract shall be governed, construed, and interpreted in accordance with the law of the Federal Republic of Germany, excluding therefrom the conflict-of-laws rules of private international law. In cross-border transport, the provisions of the Convention on Contracts for the International Carriage of Goods by Road (CMR) shall also apply. Legal venue shall be before courts located in Kassel, Germany.

24.2 Pending litigation does not release the Contractor from a discharge of its contractual obligations.

25. ENTIRE AGREEMENT CLAUSE

The Contract is the entire agreement of the parties and replaces any and all written or oral agreements or declarations to-date.

26. AMENDMENTS, ADDITIONS, AND NOTIFICATIONS

26.1 Unless otherwise expressly stated in the Contract, any amendments or additions to the Contract shall only be valid and enforceable in writing upon the legally valid and enforceable execution thereof by both parties.

26.2 The parties may conduct their ongoing business transactions via e-mail. Change orders, cancellations, or termination must be executed via a signed writing, whereby a fax shall be sufficient for legal validity and enforceability.

27. SEVERABILITY CLAUSE

If one or more terms or provisions or portions of a term or provision of this Contract is or is held to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining terms and provisions or their valid and enforceable portions herein. The parties shall replace the invalid or unenforceable terms or provisions or portions thereof by a valid and enforceable term or provision that comes as close as possible to the intent and purpose of the invalid or unenforceable term(s) or provision(s) or portion(s) thereof. The same shall apply to any unintentional contractual gap.

Status: August 2024