

Standard terms of business (order terms) of the registered company Transped Europe GmbH, A-6300 Wörgl (client), in the version dated 05.06.2019 (see also www.transped.at/europe/AabEN)

I. APPLICABILITY

- (1) The Client's orders are issued exclusively on the basis of the present standard terms of business. The latter shall therefore also apply to any future business to come, even if not explicitly agreed again. Any counter-confirmations by the contractor which refer to his own general terms of business are herewith rejected.
- (2) Any departures from these terms of business will only apply if the Client accepts such departure in writing.
- (3) These terms of business shall remain in force even if parts thereof are invalid for whatever reason.
- (4) The provisions of the Agreement on Freight Carrier Contracts in International Road Transport (CMR) and the Standard Terms of Austrian Forwarders (AÖSp) shall apply subsidiarily. Increased interest is agreed in accordance with Art. 26, item 1 of the CMR regulations.

II. QUOTATIONS

- (1) Prices quoted by the Client shall be deemed to be fixed prices. Surcharges shall not be accepted.
- (2) If the loading or unloading points change, the contractor shall be obliged to perform the amended transport order, and the transport price shall be adjusted accordingly.
- (3) Proven cancellations by the customer shall release the Client from paying any carriage charges, compensation or other damages.
- (4) It is agreed that no demurrage charge shall be payable for up to 24 hours each at the loading and the unloading place.

III. PAYMENT TERMS

- (1) Payment (of the net price plus VAT) shall be effected within 45 calendar days from receipt of the invoice at the end of the month without any deductions.
- (2) Alternatively, the Client can, at its discretion, pay within 14 days after receipt of the invoice, discounting 3% of the total invoice amount.
- (3) Bills of exchange and cheques shall be accepted by the contractor in lieu of payment, any costs and fees shall be to the contractor's account. With bills of exchange, cheques and bank transfers the effective date shall be the value date.
- (4) In departure from the conditions of the AÖSp, the Client shall be entitled to offset all claims against the claims of the contractor.
- (5) Any bank transfer fees shall be to the account of the contractor.

IV. INSURANCE

- (1) It is understood that the contractor has taken out an insurance in accordance with CMR regulations for a maximum cover of at least EUR 360,000,- and including Art. 29 at its own expense. The contractor shall be liable for any damages arising out of insufficient insurance coverage. The Client shall be informed immediately about any changes.
- (2) The contractor shall be obliged to provide proof of such insurance immediately and unsolicited, but at the latest within 3 days, otherwise the Client shall be entitled to deduct 4% from the invoice amount irrespective of the occurrence of a loss. The Client reserves the right to lodge additional claims.
- (3) It is understood that the contractor has taken out motor vehicle liability insurance for the vehicles used by it for the maximum possible insured amount in the country of registration. The contractor shall be liable without limit for any losses resulting from a lack of insurance cover. The Client shall be informed immediately of any changes. Upon demand by the Client, the contractor shall within three days provide evidence of the current validity of the insurance cover at any time. Until the insurance confirmation is presented, the Client shall be entitled to retain payment of all outstanding invoices, and in any event to deduct an amount of 4% from the invoice. The Client reserves the right to assert any more extensive losses.

V. INVOICES

Freight invoices will only become due for payment if an original copy of the signed consignment note CMR/KVO is attached, and our tournumber is specified. With non- EU transports, customs papers and evidence of proper customs appearance must be enclosed.

An original copy of the signed consignment note must be provided within 14 days. Failure to provide said document within this period will result in a deduction of 15 per cent from the invoice amount, irrespective of proof of any loss. The Client reserves the right to lodge additional claims.

VI. TRANSPORT CONTAINERS

- (1) Europallets must be exchanged as a matter of principle until further notice. If pallets are not changed, the Client shall be informed in writing before the driver leaves the loading place, so that the Client can react. Objections at a later time shall not be accepted.
- (2) If transport containers are transported, an original copy of the transport container confirmation sheet must be attached to the transport invoice. Transport container confirmation sheets which do not arrive within 14 days will be rejected.
- (3) EUR 14,50 (excl. VAT) will be charged and deducted from the invoice amount (offset) for any pallet which has not been exchanged or returned within 14 days.

VII. DELAYS AND OTHER DEPARTURES FROM THE AGREEMENT

- (1) The Client shall be notified of any delays or other departures from the agreement immediately. Early delivery shall also be deemed to be a departure from the agreement.
- (2) In the event that the Client is not informed of such alterations or that notification is received too late for a mutually acceptable change in delivery or collection times the Client reserves the right to deduct and retain a lump sum of

EUR 50,00 per incident from the freight invoice as compensation for the resulting inconvenience, irrespective of any damage. The Client reserves the right to lodge additional claims.

- (3) Fixed dates must be strictly adhered to and may not be brought forward or postponed. For the assuming of a fixed date as defined by Article 26, item 1 of the CMR regulations, the contractor shall be entitled to a supplement of 10 % on the freight charges. This supplement is already included in the all-in freight charges as agreed between the Client and the contractor.

VIII. EXECUTION OF THE TRANSPORT AND ADDITIONAL AGREEMENTS

- (1) The goods shall not be unloaded in any place except at the address of the consignee or recipient as per consignment note. Any changes must be expressly agreed with the Client in writing. If information on the consignment note differs from the information on the order, clarification in writing must be sought from the Client in advance. Written instructions from the Client must be awaited. Any costs or losses arising from any infringement shall be to the account of the contractor.
- (2) It is agreed that loaded items shall be counted. Alien cargo and transshipment of the goods shall not be permitted. In particular, the removal of seals without express written consent or without the provision of written proof of removal by order of a public authority (e.g. customs, police etc.) constitutes an offence that can lead to consequences under criminal law and for which consequently, irrespective of whether any damages occurred, a contractual penalty of EUR 10,000.00 (per incident) is agreed and can be deducted from all outstanding cargo rates. The Client reserves the right to assert any more extensive losses.
- (3) The contractor shall be in charge of and liable for proper loading and/or offloading, and also for proper load securing. Before each journey the contractor shall check compliance with the maximum permissible gross vehicle weight and the maximum permissible axle load, and that the load is properly secured, and shall therefore be liable itself for overloading of any kind, and for faults in the securing of the load, without being entitled to render the Client liable therefore.
- (4) The order shall not be passed on to any third party, without the Client's written knowledge and consent.
- (5) The contractor shall be obliged to comply fully with all legal requirements of those countries whose territories it traverses in the course of the transport. This stipulation applies in particular to laws relating to drivers' working, driving and rest times. In the event that the Client inadvertently issues instructions for an order which do not accord with these legal requirements, it shall be the contractor's duty to inform the Client of this immediately in writing and to seek alternative instructions.
- (6) It is explicitly agreed that all employees of the contractor and its agents, especially all drivers, shall hold all the relevant permits, such as e.g. those required by the Immigrant Employment Act and the Aliens Act, and that they shall comply with all relevant legal regulations and provisions and that they shall provide accurate information to third parties wherever this is necessary. If they fail to do so the Client shall be informed immediately, and the transport order shall be deemed to be void. The contractor shall be directly liable for any damage arising from the infringement of this provision, especially towards third parties, and shall be obliged to indemnify and hold the Client harmless.
- (7) The following shall apply with regard to transports to, from, through and within Germany:
If the driver is not from a EU/EEA member state he shall be obliged to carry an original of his work permit in Germany as required by the German Act against Illegal Employment in Commercial Road Transport together with an authenticated German translation or an official confirmation that the driver does not require a permit together with an authenticated German translation.
- (8) If the contractor transports dangerous goods, it shall be liable for the proper training of its personnel and for the proper and lawful condition of all vehicles. Drivers must be able to produce an ADR certificate and must carry all the equipment required by law.
- (9) It is agreed that strict customer protection in favour of the Client and neutral behaviour shall apply. In the event of an infringement of customer protection by the contractor, a contractual penalty of EUR 10,000,- shall be payable irrespective of any damage and can be deducted from outstanding freight invoices. The Client reserves the right to claim damages beyond this amount.
- (10) The contractor will treat all information which he or his subcontractors have obtained directly or indirectly strictly confidential, for a period of at least 5 years after termination of the collaboration. In particular the contractor may not disclose such information to third parties nor use it for its own benefit against the Client's interest. For every single infringement of this clause the Client is entitled to charge to the contractor a lump compensation of EUR 10,000.00 per case, which may be deducted from open freight payments. The Client does not need to prove a specific damage in this connection, but may claim a higher damage if applicable. The order data are subject to privacy and need to be treated accordingly. The contractor commits his subcontractors in writing to respect the secrecy as foresaid. He is fully liable for infringements of his subcontractors as for his own infringements, in particular also for the lump compensation. The Client may at any time inspect the observance of this clause himself or through third parties. The contractor will ensure he obtains the permission for such inspections from his own subcontractors.
- (11) If there is no separate agreement on the type of vehicle, orders are based on 13.6 metre tautliners. In the event that the order cannot be carried out properly using a tautliner, it shall be the contractor's duty to inform the Client for this immediately in writing and to request alternative instructions. Responsibility for complying with Article 17 of the CMR regulations relating to appropriate choice of transport thus rests solely with the contractor.
- (12) In the event of problems and disagreements of any kind at the loading or unloading place or on the road the Client shall always be informed immediately in writing. In particular, the contractor shall immediately check if the order corresponds with the documents and the cargo. Written instructions from the Client must be awaited. Any costs or damages arising from any infringement shall be to the account of the contractor.
- (13) It is agreed that the contractor will load and unload the goods at no additional cost.
- (14) It is explicitly agreed that the Client can offset its own claims against any claims of the contractor.
- (15) The contractor shall not be entitled to cede any claims against the Client to third parties.

- (16) If there should be legal reservations against parts of this contract, this shall not affect the remaining contents of the contract. Inoperative clauses shall be replaced by clauses which lead to the same or similar economic results as far as possible.
- (17) All rights and obligations from this contract shall transfer to any successor in title.
- (18) The contractor shall be responsible for the proper securing of the goods and shall be liable without limit for any damage arising from the faulty securing of goods.
- (19) The contractor's vehicles shall stay on guarded parking areas only. If the contractor acts to the contrary it shall be liable without limit for any damage that might arise from such non-compliance.
- (20) The contractor shall be responsible for the due production to customs of all customs documents delivered to it (T1, carnet, ...) and shall be liable without limit for any failure to produce such. In the event that a third party lodges a claim against the Client on the basis of the failure to duly produce the documents to customs on time, it is expressly agreed that the Client shall be entitled to charge such to the contractor to the full amount and to offset such against all claims held by the contractor. In such cases, in departure from any provisions contained in the CMR, the limitation period shall only commence at the time when the claim is lodged against the Client. If the contractor has not received any customs documents for a transport to and from non-EU countries, the contractor shall notify the Client of such immediately before execution of the transport and agree the further instructions with the Client.
- (21) It is understood that the contractor shall equip its lorries with two anti-theft systems that operate independently of each other.
- (22) It is expressly understood that the contractor shall not be entitled to subcontract assignments to subcontractors. In the event of an infringement hereof, the Client shall be entitled to claim liquidated damages of EUR 500.00 per infringement without need for evidence of a specific loss and to deduct such damages from all outstanding freight invoices. The Client reserves the right to assert a claim for any more extensive and specifically demonstrable loss.
- (23) The contractor shall be obliged to provide all appropriate and correct documentation to accompany the transport (consignment note, delivery note etc.) unless provided with the corresponding documentation by the dispatcher. All documents must be signed appropriately at the loading and unloading points; the place and time of both loading and unloading must be clearly stated, as well as all and any complaints or deviations from the original order. Only when the Client has been provided with all properly completed documentation will the order be deemed complete and the freight invoice shall be honoured provided all other preconditions have been duly satisfied.
- (24) The Client shall be entitled at any time at the contractor's expense to conduct audits and any kind of inspections concerning the transports carried out for the Client or have such conducted by third parties designated by the Client at the registered office of the contractor's company and/or at its branch establishments. To this purpose the contractor shall permit the Client or third parties designated by it unrestricted access to the business premises and present all relevant documents necessary for the audit or inspection in the form requested by the Client or third parties designated by it, and to permit unrestricted access to data processing programs. The Client or third parties designated by it shall be permitted at any time to make copies or printouts of these documents.
- (25) The Client shall be entitled at any time at the contractor's expense to inspect the equipment, roadworthiness and safety of the vehicles used for the Client's transports at the registered office of the contractor's company and/or at its branch establishments and/or at any other place designated by the contractor or have such inspected by third parties designated by the Client. Defects identified shall be remedied by the contractor or by third parties designated by the Client irrevocably within 2 working days at its expense according to the specifications of the Client or any third party designated by the Client. Evidence of the remedying of the defect shall be provided in appropriate written form.
- (26) The contractor shall be obliged to carry in its vehicles safety equipment (in any event safety shoes, helmet, goggles, high-visibility jackets) and to comply with any other rules of conduct laid down at the places of loading and unloading (e.g. prohibition on smoking, long-armed tops, long trousers, gloves). The contractor shall inform its drivers in writing with binding effect that the safety equipment is to be used at the places of loading and unloading. In the event of faults, the Client reserves the right to charge a penalty of EUR 50.00 per incident, which can be deducted from all outstanding freight rates; the Client reserves the right to assert any more extensive losses.
- (27) All contractual penalties specified in these order terms (= penalties, liquidated damages, damages) shall not be subject to the court's power to reduce the penalty.
- (28) The contractor shall waive any lien and right of retention against the Client or third parties, expressly any legal lien and legal right of retention.
- (29) The contractor shall be solely and exclusively responsible for carrying out cabotage transports in strict accordance with current legal regulations, as the Client has no possibility to prove whether the vehicle chosen by the contractor is legally admitted to do such cabotage transport.
- (30) The contractor shall be liable for making sure that the driver spends his regular weekly rest periods outside the vehicle in accordance with Art. 8 section 6 EGVO 561/2006.
- (31) The contractor agrees with the Client to be at all times in conformity with all provisions and requirements of the EU regulations 2580/2001, 881/2002 und 753/2011 against terrorism (equally with Swiss laws SR 946.205 and AR 946.231) in their present versions and with all amendments/supplements to come. The contractor confirms to the Client that he has implemented procedures to safeguard that these provisions and requirements are complied with. The contractor shall keep appropriate records and make them available to the Client upon request at any time.

IX. PROVISIONS CONCERNING GENERAL MINIMUM WAGES in the Federal Republic of Germany (MiLoG):

- (1) The contractor undertakes
 - a) to pay the minimum wage pursuant to Sec. 20 of the Minimum Wage Act (MiLoG) to all employees employed by it in the Federal Republic of Germany in good time within the meaning of Sec. 2 of the Act;
 - b) in accordance with Sec. 17 of the MiLoG, to record the start, end and duration of daily working hours of his employees at the latest by expiry of the seventh calendar day following the day on which the work is executed, and to keep these records for at least two years starting from the time relevant for the recording;

- c) in accordance with Sec. 16 of the MiLoG, as an employer with a registered office outside the Federal Republic of Germany, before the start of every work performance to submit an online-registration in the German language to the competent customs administration authority. Applicable legal regulations concerning the registration obligation pursuant to Sec. 18 of the Act can be applied. When using subcontractors, the contractor undertakes to select these carefully and for its part oblige and verify them within the meaning of the aspects set out under IX Subsec. (1).
- (2) Upon demand, the contractor shall submit to the client all (remuneration) documents in the German language that the client requires to verify compliance by the contractor with Sec. 20 of the MiLoG. The obligation to submit can also be complied with by a written confirmation by the contractor's tax consultant in which the latter confirms that the obligations pursuant to Sec. 20 of the MiLoG have been complied with by his client, the contractor, or by a confirmation by the employee assigned for (each) contract that he has received a work remuneration of at least the amount of the minimum wage pursuant to Sec. 20 of the MiLoG for the activity provided for this contract.
- (3) The client shall be entitled to request a confirmation in fiscal matters (fiscal clearance certificate) from the contractor. The contractor shall be obliged to obtain such without delay upon first demand from the competent internal revenue office responsible for the branch office and submit such to the client.
- (4) The contractor shall be obliged to inform the client without delay if a claim is filed against it in connection with the MiLoG regulations by its own employees or employees of the subcontractor that is used for handling the agreed services or a contracted temporary employment business, or learns that such claims have been filed by third parties, in particular employees of the subcontractor or a temporary employment business or social insurance institutions or internal revenue authorities. This information obligation also applies if non-compliance and/or criminal proceedings in connection with the MiLoG regulations are commenced against the contractor or if it acquires knowledge of corresponding investigations, including against its subcontractor or a contracted temporary employment business.
- (5) Liability/indemnification
The contractor shall indemnify the client for any claims that are based on an infringement of its obligations under the Minimum Wage Act or the infringement of the obligations of subcontractors/temporary employment businesses contracted by the client under the Minimum Wage Act. This obligation to release shall apply both to civil law liability and to fines that are imposed on the client on the grounds of infringements by the contractor or subcontractors/temporary employment businesses employed by it, and on the grounds of the legal prosecution and defence costs incurred in connection therewith provided that the claims and receivables asserted are based on an alleged infringement of the obligations incumbent on the subcontractor or a subcontractor employed by the latter on the basis of the MiLoG. The obligation to indemnify shall also expressly apply with respect to claims by social insurance institutions and inland revenue authorities.

In other states:

Other states also are increasingly introducing similar minimum wage legislation. The contractor shall be obliged to comply with such minimum wage regulations in the same way as with the Minimum Wage Act (MiLoG) in Germany, and shall fully indemnify and hold the Client harmless to this effect.

X. SPECIAL AGREEMENTS FOR CONTRACTORS IN COMBINED ROAD & RAIL TRANSPORT

For the abovementioned loads the following conditions apply in addition to those aforementioned:

The contractor or its insurer, as the case may be, shall be liable for the contractor's trailers and the cargo (including transport papers and transport containers as an integral part of the load) from the time of loading at the terminal, at the latest from 24.00 hours on the designated loading day, until unloading (delivery) at the terminal. Its liability expressly includes any loss of transport containers and auxiliary material; any costs for putting in circulation, downtime and expertises shall be borne by the contractor.

Any damage detected during loading at the terminal must be reported immediately to the rail partner's representative at the terminal, and the damage shall be placed on record in the designated way. The incident shall be reported to the Client in writing, and all papers necessary for claiming damages must be submitted to the Client within 2 weeks after the incident.

If the contractor fails to report or to record a damage or to advise or to submit the papers in due time, it shall assume responsibility for the damage, there being no need for evidence that it is at fault. This shall apply to damage to both the trailer and the cargo.

If the contractor orders any repairs to the trailer or to any material in its custody without prior notification to the Client, the costs shall in principle be to the account of the contractor.

At the commencement of the contract the contractor shall hold valid CMR insurance for the cargo including the trailer which it shall maintain without interruption. Upon request by the Client the contractor must submit proof of insurance, otherwise the Client is entitled to deduct 4% from the invoice amount, regardless of whether damage has occurred. The right to claim additional damages is reserved.

In addition to the transport documents and PODs, proper proof of collection and delivery of the rail terminals must be submitted so that the Client can settle the specific shipment. At the discretion of the Client the settlement of shipments can be effected by credit advice.

XI. APPLICABLE LAW, PLACE OF PERFORMANCE, LEGAL VENUE

- (1) The governing law for any disputes that may arise shall be Austrian law. The contract language is German. The place of performance shall be the registered office of the Client.
- (2) The legal venue for disputes concerning the existence or non-existence of a contractual relationship which is governed by these order terms and for any legal disputes resulting from such contractual relationships shall in the case of claims lodged by the Client be, at its discretion, the court of jurisdiction of the contractor or the competent court of jurisdiction of the Client or Bolzano (I), in the case of claims lodged against the Client, exclusively the competent court of jurisdiction of the Client. It is agreed that the Client's competent court of jurisdiction is A-6330 Kufstein, irrespective of the amount at issue.

Wörgl, June 2019

IMPORTANT NOTICE: this is a translation only of the German terms of business (order terms) of Transped Europe GmbH. The relevant text for any disputes which may arise is the German version (Allgemeine Geschäftsbedingungen (Auftragsbedingungen) der protokollierten Firma Transped Europe GmbH, A-6300 Wörgl in der Fassung vom 05.06.2019 abrufbar unter www.transped.at/europe/AabDE).