

General Terms and Conditions of Transport by Verbio SE

Last updated: February 2024

1. Scope

- a. For all transport orders to Verbio SE (hereinafter: VERBIO) and its affiliated companies (hereinafter referred to as "Transport Customer"), the following transport conditions of VERBIO apply exclusively. The Transport Customer shall not recognise any deviating terms and conditions of the Transport Contractor unless the Transport Customer has expressly agreed to their validity in writing. This terms and conditions of VERBIO shall also apply if the Transport Customer unconditionally executes the fulfilment of the contract with the Transport Contractor in the knowledge of the Transport Contractor's terms and conditions that conflict with or deviate from these terms and conditions of VERBIO. Counter-confirmations, with reference to the terms and conditions of the Transport Contractor, are expressly objected to.
- b. All agreements made between the Transport Customer and the Transport Contractor for the purpose of executing the transport shall be set out in writing.
- c. The transport conditions of the Transport Client shall only apply to Transport Contractors as entrepreneurs within the meaning of § 310 (1) of the German Civil Code (BGB).

2. Placing orders

- a. The Transport Contractor acts for the Transport Customer either as a carrier within the meaning of §§ 407 et seq. of the German Commercial Code (HGB) or as a freight forwarder within the meaning of §§ 453 et seq. HGB. The Transport Contractor undertakes to carry out all transport services offered to it in accordance with the instructions of the Transport Customer.
- b. Transport orders, instructions, declarations and communications from the Transport Customer are drawn up in writing or by e-mail. Oral declarations are only effective if confirmed in writing. If the Transport Contractor does not agree with the issuance of the transport order, the objection must be made immediately.
- c. A transfer order is assigned with a clearly assignable transfer order no. exhibited. The Transport Contractor is obliged to check the correspondence of the information in the Transport Order with the Shipment. If no reservation is noted on the transport order by the Transport Contractor, the information shall be deemed to be correct.

3. Conditions

- a. Unless otherwise agreed, the means of transport provided by the Transport Contractor must be cleaned and dry without leaving any residue for the execution of the transport. All components of the means of transport that may come into contact with the transported goods must be checked for cleanliness before loading. If requested by the Transport Customer, a current cleaning certificate and proof of the last three summons must be presented at the loading point.
- b. The Transport Contractor shall ensure that only means of transport with sufficient transport insurance are used, provided that the Transport Contractor provides the means of transport and in the context of self-collection. It is the responsibility of the Transport Contractor to ensure that all technical requirements necessary for the transport and the proper and smooth loading and unloading of the goods in question are present on the means of transport. In this context, reference is made, among other things, to the requirements of DGUV Regulation 70 – Vehicles (formerly: BGV D29). Liability on the part of the transport client for defective or faulty technical equipment is excluded. The necessary securing equipment (lashing straps, edge protectors, anti-slip mats, tension chains, etc.) must be provided by the Transport Contractor in sufficient quantities for securing.
- c. The Transport Customer has the right to refuse to load and transport the means of transport if it does not meet the requirements of sections 3.a. and 3.b.
- d. In the event of a (sub-)assignment of third parties by the Transport Contractor, the Transport Contractor undertakes to impose on these third parties the obligations contained in the underlying transport order. Any changes or deviations in the transport order, deviations/delays in the transport process must also be communicated to the Transport Customer immediately, if necessary further instructions must be obtained in advance.
- e. If the transported goods are dangerous goods within the meaning of § 2 No. 2 GGKontrollIV and/or § 2 No. 7 GGVSEB, the Transport Contractor guarantees compliance with the corresponding dangerous goods regulations, in particular but not exhaustively those of the GGVSee, GGVSEB, GGKontrollIV, ADN, ADR, RID, IMDG Code, ICAO IT.

4. Loading and unloading

- a. The instructions of the Transport Customer's employees must be followed in the context of loading and unloading. Securing and checking the means of transport is carried out by the transport contractor. The Transport Contractor ensures safe transport and load securing in accordance with § 412 (1) HGB.
- b. Downtimes during loading or unloading will not be reimbursed without written confirmation. A loading and unloading time of two hours is agreed.
- c. If there is an obstacle to delivery, it is not the consignee, but only the Transport Customer who is authorised to issue instructions to the Transport Contractor. § 418 (2) HGB is excluded. If the Consignee requests the Transport Customer to get the goods delivered to an unloading point other than the one specified in the Transport Order, the Transport Customer shall only be obliged to pay the additional costs incurred as a result if the Transport Customer has expressly consented to the journey to the new unloading point designated by the Consignee after being informed by the Transport Contractor.

5. Customs

- a. The transport order for transport to a destination abroad includes the order for customs clearance, without this the transport to the place of destination would not be possible.
- b. The Transport Customer shall reimburse the Transport Contractor for the costs actually incurred and necessary for customs clearance upon submission of appropriate evidence.

6. Terms of payment

- a. The freight agreed between the Transport Customer and the Transport Contractor covers all services provided by the Transport Contractor. Insofar as the Transport Contractor was allowed to incur expenses in accordance with the agreement or on the basis of an express instruction from the Transport Customer, these are to be reimbursed by the Transport Customer. The Transport Contractor is required to provide proof of the incurrance and amount of these expenses.
- b. Payments are due within thirty (30) days of receipt of a proper invoice for the Transport Contractor in the event of complete, defect-free performance by the Transport Customer. This is not the case if the Transport Customer acknowledges deviating conditions in advance in individual cases by means of a declaration in text or written form. Invoices are to be issued at the earliest after the transport order has been placed. The 30-day payment period does not begin to run until the day after the transport order has been placed.
- c. Subject to § 354a HGB, the Transport Contractor is not entitled to assign claims against the Transport Customer to third parties. A set-off by the Transport Contractor against the Transport Customer is only permissible if the counterclaim has been legally established or is not disputed by the transport client.
- d. The Transport Customer is entitled to offset or withhold payments, also due to any counterclaims disputed by the Transport Contractor and also from claims against the Transport Contractor.

7. Other

- a. The Transport Contractor is obliged to inform its personnel of compliance with occupational health and safety regulations or accident prevention regulations, including when working on the client's premises, and to comply with all legal requirements, in particular under the MiLoG. The Transport Contractor is solely liable for any damage resulting from non-compliance with the relevant regulations.
- b. If the Transport Contractor is a merchant within the meaning HGB, the place of jurisdiction is Leipzig; however, we are also entitled to sue the Transport Contractor at its general or other special place of jurisdiction. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the applicable General German Freight Forwarder Terms and Conditions (ADSp).
- c. Should any provision of the transport order be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. Instead of the invalid or unenforceable provision, the parties undertake to agree on a regulation which, as far as legally permissible, comes as close as possible to what the parties wanted or would have wanted according to the spirit and purpose of the transport contract if they had considered the point. This applies accordingly in the event of regulatory gaps in the transport order.