

General Terms and Conditions of Transport of VERBIO Vereinigte BioEnergie AG

Effective as of October 2019

<p>1. Scope of application</p> <p>a. The following transport conditions of VERBIO Vereinigte BioEnergie AG (hereinafter referred to as "Transport Customer") shall apply exclusively to all transport orders with VERBIO Vereinigte BioEnergie AG and its affiliates. Deviating terms and conditions of the Transport Contractor shall not be recognised by the Transport Customer unless the Transport Customer has expressly agreed to their validity in writing. These transport conditions shall also apply if the Transport Customer executes the fulfilment of the contract to the Transport Contractor without reservation in the knowledge that the conditions of the Transport Contractor contradict or deviate from these transport conditions. Counter-confirmations, with reference to the Transport Contractor's terms and conditions, are expressly rejected.</p> <p>b. All agreements made between the Transport Customer and the Transport Contractor for the purpose of executing the transport order shall be set out in writing in the transport order together with the transport conditions.</p> <p>c. Transport conditions of the Transport Customer shall only apply to Transport Contractors as entrepreneurs within the meaning of section 310 para. 1 BGB (German Civil Code).</p> <p>2. Acceptance of an transport order</p> <p>a. The Transport Contractor shall act for the Transport Customer either as carrier within the meaning of sections 407 et seq. HGB (German Commercial Code) or as a forwarder within the meaning of sections 453 et seq. HGB. The Transport Contractor undertakes to perform all transports as contracted in accordance with the instructions of the Transport Customer.</p> <p>b. The issuing of transport orders, instructions, declarations and notifications by the Transport Customer shall be made in writing or by e-mail. Transport orders, instructions, declarations and notifications made orally shall only become effective upon written confirmation. If the Transport Contractor does not agree with the issuing of the transport order, the objection must be made immediately.</p> <p>c. A transfer order is issued with a clearly assignable transfer order number. The Transport Contractor is obliged to check that the information in the transport order documents corresponds to the consignment. If the Transport Contractor does not note any reservation on the transport order documents, the information shall be deemed correct.</p> <p>3. Transport conditions</p> <p>a. Unless otherwise agreed, the means of transport provided by the Transport Contractor for the execution of the transport must be clean and dry without residue. All components of the means of transport which may come into contact with the goods to be transported must be checked for cleanliness before loading. If requested by the Transport Customer, a current cleaning certificate and proof of the last three previous cargoes must be presented at the loading point.</p> <p>b. If the Transport Contractor provides the means of transport as well as collection of the products by buyer itself, the Transport Contractor guarantees that only means of transport with sufficient transport insurance will be used. It is the responsibility of the Transport Contractor to ensure that any technical prerequisites necessary for the transport and proper and smooth loading and unloading of the corresponding goods are present on the means of transport. In this context, reference is made to the requirements of the DGUV regulation 70 - Vehicles (formerly: BGV D29). Any liability of the Transport Customer for defective or faulty technical equipment is excluded. Necessary securing means (tension belts, edge protectors, anti-slip mats, tension chains etc.) are to be procured by the transport Contractor in sufficient measure for securing.</p> <p>c. The Transport Client has the right to refuse loading and transport by the means of transport if it does not meet the requirements of below clauses of 4.a. and 4.b.</p> <p>d. In the event of (sub)assignment of third parties by the Transport Contractor, the Transport Contractor is obliged 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 notified to the Transport Customer without delay; if necessary, further instructions must be obtained beforehand.</p> <p>e. If the transported goods are hazardous goods within the meaning of section 2 No. 2 GGKontrollV and/or section 2 No. 7 GGVSEB, the Transport Contractor shall ensure compliance with the relevant hazardous goods regulations, in particular but not limited to those of GGVSee, GGVSEB, GGKontrollV, ADN, ADR, RID, IMDG Code, ICAO IT.</p> <p>4. Loading and unloading</p> <p>a. The instructions of the Transport Customer's employees must be followed during loading and unloading process. The securing on the means of transport and its control shall be carried out by the Transport Contractor. The Transport Contractor guarantees safe-for-traffic transport and load securing in accordance with section 412 para. 1 HGB.</p> <p>b. Standing times (off road) during loading or unloading shall not be remunerated without written confirmation. Loading and unloading time of two hours shall be deemed agreed.</p> <p>c. If there is an obstacle to delivery, it is not the recipient but only the Transport Customer who is entitled to issue instructions to the Transport Contractor. Section 418 para. 2 HGB shall be deemed excluded. If the recipient wishes the Transport Contractor to deliver the goods to an unloading point other than the unloading point 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 agreed to the journey to the new unloading point specified by the recipient after information by the Transport Contractor.</p> <p>5. customs duty</p> <p>a. The transport order for the transport to a destination abroad includes the order for customs clearance, if without this the transport to the destination would not be executable.</p> <p>b. The Transport Customer shall reimburse the Transport Contractor for the actual and necessary costs incurred for customs clearance upon submission of appropriate proof.</p>	<p>6. Payments</p> <p>a. The freightage agreed between the Transport Customer and the Transport Contractor shall cover all services rendered by the Transport Contractor. If the Transport Contractor was allowed to incur expenses in accordance with the transport order or on the basis of an express instruction of the Transport Customer, these expenses shall be reimbursed by the Transport Customer. The Transport Contractor shall be obliged to provide evidence of the occurrence and amount of such expenses.</p> <p>b. Payments shall be due within 30 days of receipt of a proper invoice by the Transport Customer upon complete, defect-free performance by the Transport Contractor. Something else shall only apply if the Transport Customer acknowledges deviating conditions in individual cases in advance by declaration in text or written form. Invoices shall be issued at the earliest after the transport order has been placed. The 30-day payment period shall not commence until the day after the transport order has been placed.</p> <p>c. Subject to section 354 a HGB, the Transport Contractor is not entitled to assign claims against the Transport Customer to third parties. The Transport Contractor may only offset claims against the Transport Client if the claim has been legally determined or is not disputed by the Transport Customer.</p> <p>d. The Transport Customer shall be entitled to offset or withhold payments, also on account of any counterclaims disputed by the Transport Contractor and also on account of claims against the Transport Contractor.</p> <p>7. Miscellaneous</p> <p>a. The Transport Contractor is obliged to instruct his staff to comply with the industrial safety regulations and/or the accident prevention regulations, also in the case of activities on the premises of the Transport Customer, and to comply with all legal requirements, in particular also the MiLoG (German Minimum Wage Act). The Transport Contractor shall be solely liable for any damage resulting from non-compliance with the relevant legal sources.</p> <p>b. If the Transport Contractor is a merchant within the meaning of the HGB, the place of jurisdiction shall be Leipzig; however, the Transport Customer shall also be entitled to sue the Transport Contractor at its general or other special place of jurisdiction. The laws of the Federal Republic of Germany shall apply exclusively to the exclusion of the currently valid ADSP (General German Freight Forwarders' Terms and Conditions).</p>
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