

## **General terms and conditions for transportation services** **(AGB TransSped)**

These General Terms & Conditions shall apply to all transport and forwarding services provided by companies belonging to the LGI Group. Customer's general standard terms and conditions shall not apply, regardless of whether they contain differing or amending provisions compared with these General Terms & Conditions. These General Terms & Conditions shall also apply in the event that the assigned LGI Company is aware of differing or conflicting standard terms and conditions of customer, performs under the agreement without reservation. Customer accepts these Terms & Conditions with placing its order.

### **1. Basis upon which services are provided**

LGI Group and all its affiliated companies and subsidiaries – hereinafter referred to as "LGI" – shall organize their freight services of transporting of goods by road considering the requirements of applicable EU-Regulations on specific restrictive measures directed against certain persons and entities with a view to combating terrorism ((EC) Nr. 2580/2001 and (EC) Nr. 881/2002) on the basis of the latest version of the national applicable Forwarders' Standard Terms and Conditions (e.g. Germany: *Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017*) and any legal regulations which compulsorily apply within the European road haulage (e.g. "CMR").

It is in the sole discretion of LGI to decide which means of transport or route of transport shall be used, provided there is no binding agreement in text form with the customer concerning the means of transport or the route of transport.

**It is explicitly referred to the limitation of liability determined in the national Forwarders' Standard Terms and Conditions and the CMR as well as to the rules of liability for multimodal transportation.**

**For example: German Forwarders' Standard Terms and Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017) include conditions concerning the limitation of liability being different from the general rules by law, especially Sections 22 to 25 ADSp 2017. But conditions concerning the exclusion and limitation of liability mentioned in the ADSp 2017 shall not be valid, if the damage has been caused by intent or gross negligence.**

### **2. Scope of Services**

LGI accepts and transports full-load, partial load and groupage freight consignments from door-to-door. The LGI-branch will upon customer's request inform about the concrete scope of services.

Private customer business (customer business), in particularly delivery to private recipient, shall be excluded in general.

The consignor/recipient must be ready to take delivery during normal local acceptance/delivery times. The recipient must ensure that the consignment is received immediately without delay.

### **3. Lead time**

To meet the agreed upon lead time presuppose that customer and the responsible LGI-branch defined the exact time of acceptance of the goods. The lead time stated assumes normal traffic and weather conditions. Force majeure of any kind (e.g. strike, lock-out, governmental obstacles such as smog alarm, compliance with statutory/governmental regulations in relation to the value of goods and procurement of the goods) release LGI from the lead time stipulated and related compensation claims.

Lead times predefined by customer are only binding if LGI accepts those lead times in writing and if lead times can be observed without breach of Driving time and Rest Period Regulation (VO (EG) 561/ 2006) or other health and safety regulations.

Deliveries on Sundays and on (state, regional and local) public holidays cannot be guaranteed. Deliveries on Saturdays require the prior coordination with the relevant LGI-branch. The customer must provide information on any delivery restrictions, such as, for example, in areas where there are traffic calming measures. Lead times stated in offers of the relevant LGI-branch in no case represent a guaranteed delivery time.

**Attention:** The designation of a certain cargo ship and its departure and arrival times is only considered as transfer of a letter of intent of the commissioned shipping company. A claim of transportation by the named cargo ship does not exist. The executing shipping companies are entitled within the scope of their conditions to transport goods with an alternate vessel departing the harbour at a later date without further liability.

Any liability is excluded if the goods are not transported by the named cargo ship or if the departure and arrival times are not observed, as well as in cases of insolvency or non-performance of the contracted shipping company or other service providers despite the careful selection of them by LGI. LGI will apprise the customer without delay upon receipt of information regarding changes of vessel, delays in departure and arrival times or possible disruptions concerning the contracted shipping companies and service providers.

A possible compensation with regard to lead times not met is in any case limited to three times the amount of the original freight costs.

#### **4. Good restriction**

Dangerous freight, classified in accordance with ADR, is accepted only in accordance with the statutory regulations and prior written agreement with the relevant LGI-branch.

Generally excluded from transport are goods including but not limited to: precious medals, jewels, paper money and other means of payment, bonds, documents and certificates, personal securities, works of art, antiques, paintings, sculptures, unpacked furniture, living animals and plants, temperature dependent goods, weapons or ammunition of all kind.

The customer must notify in advance the respective LGI-branch of valuable goods or goods likely to be stolen (e.g. pharmaceutical goods, telecommunication or entertainment electronics, hard and software, computer and IT-parts, tobacco, spirits etc.) as well as goods with a higher value than 50 EUR/kg giving to make it possible for the respective LGI-branch to decide whether to accept these goods and/or to prepare for appropriate special measures ensuring a safe and damage - free order processing.

#### **5. transfer of risk after loading**

In case of loading of semi-trailers or other transport aids of the customer or third parties, which are closeable (not necessarily lockable), with goods of the customer, the risk of accidental loss is transferred to the customer as soon as the transport aids are closed and made available for collection by the customer or a third party not commissioned by LGI.

#### **6. Loading/unloading, cargo security**

The customer shall be responsible for safe and reliable loading in accordance with applicable laws and regulations and the latest state of the art; as well as for the according reloading. The consignor and the recipient shall be responsible for any third person, acting on their behalf. LGI will provide a safe and reliable

loading only against adequate compensation. It is explicitly pointed out, that LGI instructed its drivers not to support during loading and unloading, unless such a support is not agreed in writing. If the driver helps anyhow, LGI will not be responsible for damages that occur with such obligingness.

There is only a certain reasonable time for loading and unloading of the goods available. For full load consignments (except bulk goods) of a customer with vehicles with a 40 t gross vehicle weight the loading/unloading time (only 1 loading place and only 1 unloading place) shall be max. 2 hours flat for loading and unloading each, except as otherwise agreed upon. For vehicles with a lower gross vehicle weight the loading/unloading time will be reduced respectively.

The loading time starts with the agreed point in time, the vehicle has to make available. Is the vehicle available later then agreed upon and the customer accepts this delayed availability, the loading time starts with availability of the vehicle.

Unloading time starts as soon as the recipient has full authority to dispose about the goods. In case of doubt this is the point in time in which a person, having full authority to dispose about the goods, receives its designated copy of the waybill or of another accompanying document.

In the case that LGI has to wait because loading/unloading time is not met, either due to contractual agreement or for reason outside of LGI control, LGI may charge a reasonable compensation of EUR 40, 00 for each commenced hour.

## **7. Packages / packaging**

Regardless customer's obligation to provide safe and reliable loading, the consignments handed over to LGI must be packaged in a manner which is suitable for a usual and correct transportation process to avoid damages to the goods. Euro pallets and cage boxes will be only swapped against payment of a charge just upon explicit request. The exchange may happen day-shifted. Applicable are the LGI rules concerning the swap of loading devices.

## **8. Shipping order**

Shipping orders must include all transport specific information (loading address, loading time frame, weight, volume, number of packages, description of goods, unloading address, etc.)

The consignor is obliged to state on the forwarding order the gross weight of the consignment (including packaging material, cage boxes and/or Euro pallets) as well as its correct dimension. Maximum loading weights have to be coordinated early enough with the responsible LGI-branch. The customer is under an obligation to mark each package correctly in accordance with the applicable national Forwarders' Standard Terms and Conditions (e.g. in Germany: ADSp 2017).

## **9. Customs consignments**

Consignments intended for a third country must be accompanied by the statutorily required export documents and the import documents required for the importation into the respective third country.

Consignments subject to customs control (e.g. consignment note T1/T2, TIR carnet, ATA carnet, bonded warehouse goods, inward processing goods etc.) can only be accepted with the prior agreement of the relevant LGI-branch and subject to compliance with the customs provisions and foreign trade laws. The dispatch of goods, which are subject to prohibition and restrictions and/or goods for which trade policies are applicable as well as the dispatch of spirits and regulated goods, is only possible following the prior agreement of the relevant LGI-branch and subject to the condition that transport is excluded.

The lead times can be longer in the case of customs consignments.

## 10. Freight and Charges

The carriage charges shall be calculated in accordance with the valid offer by the responsible LGI-branch.

The respective payment modalities must be agreed between LGI and the customer in accordance with the terms of the placed order. **Unless otherwise expressly agreed in writing, shipping/forwarding orders are executed on a fixed cost basis (flat-rate forwarding).**

With issuing the transport or shipping/forwarding order the customer accepts the provided carriage charges and payment modalities. In the case that multiple lorry transports related to a certain relation are ordered, the client will accept the diesel floater of the LGI group.

Invoices are payable immediately after receipt. Default of payment shall be deemed automatically ten (10) days after the due date at the latest. In the event of any default of payment LGI will charge default interest in accordance with the mandatory provisions.

For loading dangerous goods a separate adequate dangerous goods fee shall be charged per consignment. On customer request LGI will conclude to cargo damage insurance with conditions being usual within the European Union on customer's expense and in accordance with customer's instructions.

An increase of road and other street, ferry and tunnel charges between issuing the freight/shipping order and service performance can be invoiced to the customer.

## 11. Offset

The customer may only exercise any right of retention or offsetting against claims that are uncontested or recognized by declaratory judgment.

## 12. Force majeure

In case of non-compliance with deadlines due to an act of God or force majeure (e.g. pandemic, epidemic, cyber- or ransomware attacks, war, riot, strike) or other events for which LGI is not responsible, such deadlines are extended by a time period equal to the time period during which the aforementioned event or its effects persist. If an aforementioned event results in damage or additional expenses, the liability of LGI for such damage shall be excluded and any additional expenses shall be borne by the customer.

## 13. Applicable law place of jurisdiction

The contractual relationship shall be governed by the national laws and regulations at the place of the respective LGI-branch that accepts the order. The place where the LGI-branch which accepts the order has its registered office shall be deemed to be the place of performance and the place of jurisdiction provided the parties concerned are merchants.

## 14. Miscellaneous

Any alterations and amendments to these Terms & Conditions must be made in writing in order to be valid and must expressly indicate that they constitute an alteration or amendment hereto. This shall similarly apply to any waiver of this written form requirement.

Should one or more of the provisions hereof be or become void or invalid, the parties hereto undertake to replace such a provision with a valid provision which approximates the economic purpose or intent of the void or invalid provision as closely as possible. The validity of the remaining provisions shall remain unaffected thereby.

These terms and conditions shall apply to both parties in the version applicable at the time the order is placed.