

GTC Contractor

General terms and conditions of the
Gatt Continental Transport GmbH as
contractor (GTC Contractor)

1. Validity

These general terms and conditions (GTC) apply to all services provided or procured by GATT Continental Transport GmbH as the commissioned freight forwarder or carrier (hereinafter referred to as the „contractor“) for their contractual partner (hereinafter referred to as the „principal“). The principal agrees that these general terms and conditions.– which can be viewed at (<https://www.gatt-ct.com/general-terms-conditions-contractor>) at any time, apply to all future business transactions, irrespective of any further explicit reference, in particular in the case of orders placed verbally, by telephone or by telex. Differing terms and conditions of the principal which are not explicitly recognized (in writing) by the contractor are invalid, even if they are not explicitly rejected. Under no circumstances can the principal rely on his own general terms and conditions, even if these would be included in orders. No terms and conditions of the principal that contradict these “GATT Continental Transport GmbH-GTC” and the AÖSp are applicable.

2. Offer

The contractor’s offer is non-binding and is based on the consignment data specified by the principal, current prices, tariffs, exchange rates and other fees of all parties involved in the transport. The prices quoted are subject to the availability of shipping space, cargo space and empty containers. All surcharges mentioned are valid until revoked and subject to the introduction of further surcharges. All freight rates mentioned are only valid for shipping with partners of the contractor. The freight carriers are selected at the discretion of the contractor.

It is expressly agreed that the prices offered and/or agreed by the Contractor shall remain stable in value. The consumer price index published monthly by Statistik Austria or an index replacing it shall serve as a measure for calculating the stable value. The starting point for value stability are the index figures of the consumer price index valid at the time of conclusion of the contract.

Due to the strong daily fluctuations in the price of diesel, the contractor's offer is based on the variable average price for diesel fuel according to the fuel price published by the Federal Ministry for Climate Protection, Environment, Energy, Mobility, Innovation and Technology (Treibstoffpreise aktuell (bmk.gv.at)) on the day the offer is submitted. The contractor therefore reserves the right to charge surcharges due to rising diesel prices. All surcharges mentioned are valid until revoked and subject to the introduction of further surcharges.

3. Validity of the AÖSp

In addition, the General Austrian Forwarders' Terms and Conditions (AÖSp) (with the exception of paragraphs 39-41 AÖSp) apply in their currently valid version, published in the Official Gazette of the Wiener Zeitung 1947/184, last amended by the Official Gazette of the Wiener Zeitung 1993/68 (available in English and German on the Internet at <https://www.wko.at/oe/transport-verkehr/spedition-logistik/allgemeine-geschaeftsbedingungen>). The principal declares himself to be a waiver customer ("Verbotskunde") according to §§ 39 ff AÖSp. The AÖSp also apply in relation to foreign principals.

4. Validity of conventions

The agreement of these terms and conditions does not affect the validity of conventions in their currently valid version as far as their provisions mandatorily prescribe a deviating regulation, such as the CMR.

5. Loading and unloading

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It is the principal's own responsibility to ensure that the loading and unloading of the freight is carried out. Damage caused by circumstances during loading or unloading falls exclusively within the principal's liability; this also applies if the principal is not in a contractual relationship with the actual loader/unloader. If in an individual case the loading and unloading is actually carried out by a vicarious agent of the contractor, this agent is regarded as a vicarious agent of the principal. The responsibility for loading and unloading always lies with the principal without exception. The principal must ensure that the cargo is secured in accordance with the regulations, complies with the statutory provisions and, in addition, is secured and stowed in a way that is safe for traffic and operation. The obligation to secure the load is the sole responsibility of the principal, even if the goods have been loaded by the truck driver. The principal assures that the packaging is suitable for transport. The provisions of the AÖSp also explicitly apply to such services (packaging services, stowage services, container stuffing, load securing). Furthermore, the contractor is not obliged to inspect the goods for repair. In the case of temperature controlled transports, the principal is obliged to properly pre-cool the goods.

If the Contractor has been commissioned to transport one or more containers, the entire container shall be deemed to be one packing unit and the Contractor shall only owe the delivery of this container. The Contractor shall not be liable for any loss or damage to the goods contained in the container. In particular, the Contractor shall not be liable for damage resulting from inadequate packaging, loading and securing of the individual goods in the container. The Customer is obliged to the so-called „container-stuffing“. The Contractor is also not obliged to check the completeness of the goods in the container. The Customer is obliged to use only sealed, robust and undamaged containers. The Contractor shall not be liable for any damage resulting from defective condition of the container. Furthermore, the Contractor is not obliged to inspect the container for damage before taking it over. Reefer containers must be properly set at the correct temperature by the principal prior to handover to the Contractor.

6. Cancellation

If the transport order is cancelled by the principal, the contractor is entitled to a contractual penalty regardless of fault of 80 % of the freight price. Any further claims for damages remain unaffected. The contractor is entitled to cancel the transport order free of charge up to one hour before the agreed collection date.

7. Special goods

The principal is obliged to warn about special characteristics of the freight. The principal therefore must separately declare, among other things, if the value of the goods exceeds € 10.– per kilogram, if they are dangerous goods, waste or if there is a particular risk of theft associated with the freight. In addition, the principal must inform the contractor of any particular sensitivity of the goods and correct handling (e.g. transport temperature etc.). The principal confirms that he has a dangerous goods officer in his company and that he will provide all data relevant to dangerous goods in accordance with the ADR. Goods which are or may become dangerous goods can only be offered to the contractor for transport, whether they appear in official or unofficial, international or national codes or agreements, if prior written notice of their nature, type, name, labelling and classification has been given to the contractor and the contractor's prior written consent has been obtained. In addition, the packaging in which the goods are to be transported, as well as the goods themselves, must be clearly marked on the outside with an indication of the type and nature of the goods. The principal assures to observe and comply with all statutory provisions concerning dangerous goods.

8. Transfer, Subcontractors

The contractor reserves the right to pass on this forwarding or transport order to third parties - even without obtaining the prior consent of the principal. He is therefore entitled to use subcontractors. However, the contractor will exercise the diligence of a prudent freight forwarder or carrier in selecting the company he commissions.

9. Value declaration, special delivery interest

An increase in value of the maximum amounts according to Art. 24 CMR or a special delivery interest according to Art. 26 CMR cannot be agreed upon. A declaration of value or interest cannot be agreed upon. The contractor explicitly objects to any kind of declaration of value or interest, in particular those which may increase the maximum limits of liability provided for in international conventions. It is explicitly pointed out that any kind of announcement of an order value, value of goods (etc.) - in any way whatsoever (in invoices, orders, delivery notes, offers etc.) - does not in any case lead to an agreement of a declaration of value or interest, even if there is no explicit objection by the contractor. It is not possible to agree on an increase or waiver of maximum limits of liability stipulated in contractual terms or in international conventions.

10. Compliance with all provisions

The principal is obliged to comply with all applicable laws, provisions and regulations as well as the provisions of customs, port and other authorities and to bear and pay all customs duties, taxes, charges, etc., as well as to reimburse all penalties, charges, expenses and damages incurred or suffered.

11. Damage, liability

If loss or damage to the goods is not visible from the outside, it is the responsibility of the sender or principal to prove that the loss or damage occurred during the period of liability or transport. Externally visible damage must be reported to the contractor in writing immediately upon delivery, and damage not visible from the outside immediately upon discovery, but within seven days at the latest.

The contractor shall in particular be released from liability if the loss or damage has arisen from the special risk associated with one or more of the following facts:

- carriage in open vehicles
- lack of or defective packaging in the case of goods which by their nature are exposed to loss or damage in the absence of or defective packaging;
- loading of the goods by the consignor or unloading by the consignee;

- the natural condition of certain goods which exposes them to total or partial loss or damage, in particular breakage, rust, internal spoilage, desiccation, scattering;
- incorrect, inaccurate or incomplete description or numbering of packages;
- carriage of live animals;
- carriage to be performed under escort in accordance with the relevant provisions or an agreement between the consignor and the carrier included in the consignment note, when the loss or damage has arisen from a peril which the escort was intended to avert.

The contractor's liability is excluded in the case of deliveries made in the absence of the consignee.

If the contractor is prevented from fulfilling one, several or all contractual obligations as a result of natural disasters, war, terrorist attacks, riots, lockouts, (e.g. in ports) or other cases of force majeure and if the prevention of these obstacles is not within the Contractor's direct control and if they cannot be eliminated or circumvented with a reasonable economic and/or technical effort (borne by the Principal), the Contractor shall be released from the performance of the contractual obligation(s) affected by the force majeure event for the duration of this event. Cyber (hacker) attacks constitute a case of force majeure.

Unless otherwise provided for in these Terms and Conditions and unless international transport law conventions are mandatorily applicable, the Contractor's liability shall be limited as follows:

- Loss of, damage to the goods: 2 SDRs per kilogram of the goods damaged or lost.
- Damage caused by delay, e.g. delay in loading, delay in delivery: in the amount of the freight.
- Other damage: € 5,000.– per damage event

All time limits, in particular time limits for giving notice of defects and for assessing damage, limitations of liability and exclusions of liability shall apply without exception to the extent permitted by law, unless the principal, entitled person or claimant proves that the damage is attributable to an act or omission on the part of the contractor which was committed either with the intention of causing such damage or recklessly and with the knowledge that such damage would probably occur. The burden of proof for this qualified degree of fault lies with the claimant. Any liability for financial loss and penalties is also excluded. Liability is furthermore limited to pure material damage and in particular liability is excluded if damage is caused by force majeure, epidemics/pandemics (for example Covid-19 etc.), natural catastrophes, war, wars or other events, natural disasters, war and civil war or warlike events, strikes, lockouts, labour unrest, political acts of violence, port and terminal congestion, riots, other civil unrest, sabotage, seizure or intervention by public authorities or official orders or restrictions, or if the damage has been caused by burglary, robbery or other criminal acts of third parties. Liability is also excluded if the transport cannot be carried out.

12. Delivery deadlines

Specified loading and unloading dates are not delivery deadlines according to Art. 19 CMR, but only approximate guide values/standard transit times and can therefore not be guaranteed by the contractor. Claims due to the exceeding of performance deadlines (of any kind whatsoever) are therefore not accepted by the contractor, nor are any costs for any consequential damages in the event of delays or late payment fines for documents sent too late. Any liability of the contractor for exceeding loading dates/for failure to comply with „loading windows“ is generally excluded, unless the contractor has missed these deadlines „through gross negligence“.

13. Loading equipment exchange

Loading equipment will only be exchanged as far as possible and reasonable and only if an explicit written order is received and a surcharge of 10 % of the freight is paid. The contractor does not assume any obligation to return loading equipment and does not at all assume the so-called exchange risk. In the event that - for whatever reason - an exchange of loading equipment is not possible with the sender or consignee, the principal is not entitled to any claims against the contractor, except in the case of intentional acts/omissions by the contractor. The liability of the contractor for „possible differences in loading equipment“ is therefore completely excluded. If an exchange of loading equipment has been ag-

reed, it is the responsibility of the principal to procure an adequate supply of loading equipment at the consignee. Costs for loading equipment not exchanged or additional costs for later collection are charged to the principal. Loading equipment not exchanged due to the fault of the sender will also not be exchanged and returned at the consignee.

14. Payment claim

The claim for payment of the freight arises upon delivery of the freight. The contractor grants the principal a payment deadline of 30 days net, starting from the billing date. Discount deductions are not accepted by the contractor. In the event of default of payment, the contractor is entitled to interest at the rate of 1.5 % per month in accordance with § 29 AÖSp. In addition, the principal must bear in full all dunning charges incurred as well as the costs associated with the execution of the outstanding claim. The Contractor does not undertake to transmit original transport documents and the freight may not be withheld because of missing original freight documents. Also, no handling charges or deductions due to missing original documents will be accepted.

15. Transport insurance

As the contractor's liability is limited, it is recommended to take out transport insurance. However, transport insurance will only be taken out if explicitly requested in writing.

16. Staffing, vehicle, routes

The vehicles used by the contractor are generally dispatched with one truck driver. In the event of a written agreement for 2-man staffing and payment of a freight surcharge, the contractor will provide two drivers, which can reduce the risk of theft. This is recommended due to the current situation of danger in European freight traffic. As a rule, the statutory driving and rest breaks can only be consumed on „conventional parking spaces“. Should the principal wish to consume the prescribed driving and rest breaks on guarded parking spaces, this must be explicitly notified to the contractor in writing in advance and can be agreed by paying a surcharge. The vehicles used are usually ordinary tarpaulin semi-trailers. In order to minimise possible dangers, in particular the risk of theft, it is recommended, however, that the contractor be explicitly commissioned in writing and by paying a surcharge with the use of a so-called box semi-trailer, as this offers increased security. The routes chosen by the contractor are the fastest and most cost-effective routes. Should the principal wish for a special route in order to minimise possible dangers, the contractor must also be informed of this explicitly and in writing in advance and another route can then be agreed upon against payment of a freight surcharge.

17. Rights of lien and retention

The contractor has the right of lien and the right of retention on the goods or other items in his power of disposal for all due and not due claims against the principal to which he is entitled under the present contract. If the principal does not explicitly state the owner of the goods in the consignment note when placing the order, the contractor can assume that the freight is the property of the principal. The principal is entitled to prohibit the exercise of the lien if he grants the contractor an equivalent means of security (e.g. bank guarantee).

18. Demurrage

The contractor is entitled to charge the principal demurrage in the amount of € 450.- per day (at least € 100.- per hour for a standing time of less than 24 hours); the contractor is entitled to the demurrage even if the principal is not at fault. A demurrage claim arises if a waiting time/standing time of 1.5 hours in total is exceeded. In the case of special transport, the contractor is entitled to a demurrage charge of € 600.- per day (at least € 120.- per hour for a standing time of less than 24 hours).

19. Offsetting

Under no circumstances is the principal entitled to make freight reductions or to set-off counterclaims against claims of the contractor. Without exception, there is a ban on offsetting and retention in favour of the contractor. Section 32 AÖSp applies.

20. Special regulations for sea transports

The surcharges, port costs and public charges listed by the contractor or selected shipping companies refer to the status at the time of submission of the offer. They are subject to change until the date of shipment (date B/L) and are invoiced „vatos“ (valid at time of shipment). Should additional surcharges, costs and/or public charges be levied by the shipping company or other third parties from the date of submission of the offer until delivery of the transported goods or, in the case of container transports, until return of the container(s), these shall be invoiced additionally by the Contractor. The Contractor shall inform the Customer of any changed or additional surcharges/costs as soon as possible, without being legally obliged to do so (always assuming its own knowledge). Such changes shall not entitle the Customer to withdraw from this contract. Insofar as demurrage or detention costs (or demurrage charges, standing costs, etc.) are incurred from the time of acceptance of the goods until their delivery or, insofar as applicable, return of the container(s), these shall be reimbursed by the Customer to the Contractor, unless the Contractor was intentionally or deliberately reckless in causing these costs to be incurred. If, due to events unforeseeable for the Contractor at the time of the submission of the offer (e.g. insolvency of a shipping company/carrier, discontinuation or change of liner services or similar), the Contractor can only provide the service owed (irrespective of whether on time or not) against the assumption of additional costs, securities, etc. (e.g. quay dues, storage charges, reloading, transshipment costs), the Customer shall be obliged to reimburse these costs to the Contractor. This shall also apply to such additional costs which arise in particular due to a necessary change of shipping company/carrier, change of port of discharge, changes in pre-carriage/post-carriage, etc. Insofar as the aforementioned events result in the offer prices no longer corresponding to the market conditions as a result of the market changes that have occurred as a result, the Contractor shall be entitled to adjust the offered rates for future transports within reasonable limits. The Contractor shall notify the Customer in writing of the adjustment of the rates. The adjustment can be requested for the first time for transports in which the shipment (B/L date) is one week after this notification. Additional costs incurred in particular in connection with the protection and preservation of the containers and the cargo shall be borne by the Customer. The same shall apply in the event of obstacles to delivery.

No liability shall be assumed for loss of or damage to goods in open wagons or open top containers, FLAT/platform containers, mafi trailers. If empty containers are provided for loading in accordance with the order („shipper's load, stow and count“), these must be checked immediately upon delivery for external integrity and suitability for loading, in particular odor contamination, temperature setting, cleanliness, etc.. In the event of complaints, these are to be reported to the contractor immediately in writing / electronically. If such a report is not made, the container(s) shall be deemed to be undamaged and suitable for transport. Then the Contractor shall not be liable for any cargo damage that occurs as a result of such defects of the container present at the time of loading. Unless otherwise agreed, the Customer shall be responsible for the return of the empty containers in internally cleaned condition to the place indicated by the carrier/contractor within 2 days. If the containers are not returned within 2 days, the Customer shall be liable for delay and demurrage according to the local and applicable rates for container delay charge (demurrage) or container rental (detention), as well as additionally for other damages and costs due to such non-return or late return, including damages and costs accrued by the Freight Forwarder or his authorized agent during the return of the containers. In case the Contractor has assumed the responsibility for the return of the empty containers, the Customer shall indemnify the Contractor for all costs, charges and expenses of any kind incurred/incurred during the return of the empty containers due to actions, omissions by the Customer, by a contractual partner of the Customer and third parties attributable to the Customer (consignee) and/or due to delays of any kind (also due to official acts, e.g. customs). In addition, the Customer shall indemnify the Contractor for all demurrage costs/detention costs/expenses/demurrage etc. irrespective of fault. The customer is responsible for the proper securing of the load, packaging suitable for transport and stowage in the container. When using packaging made of solid wood, the International Standards before Phytosanitary Measures (ISPM 15) must be observed. Such services (packaging services, stowage services, etc.) shall only be provided by the Contractor upon express written order and additional payment. The provisions of the AÖSp shall also be expressly agreed for such services. In the case of import orders, the customer must ensure that so-called „carrier-owned / long-leased containers“ are ordered from the

shipping company on the departure side (by the customer's supplier) as part of the container booking, as only these can be returned inland after unloading on the import side. Otherwise (e.g. „short-leased-container“) a return to the seaport must be carried out at the expense of the customer.

If additional costs or expenses are incurred due to the SOLAS regulations, these shall be borne by the Customer.

The Contractor shall not be obliged to check the weight data of the Customer. The Contractor shall not be liable for damages (e.g. due to missed delivery deadlines) resulting from non-compliance with the SOLAS requirements, in particular due to the indication of an incorrect container weight (VGM - verified gross mass) for FCL shipments or an incorrect shipment weight for LCL shipments.

21. Special regulations for air freight transports

In addition to these General Terms and Conditions, the following provisions shall apply to air freight transports:

The provisions of the Montreal Convention shall expressly apply even if their legal scope of application is not fulfilled. The Customer shall issue the air waybill, fill it in properly and shall be liable for all damages and costs incurred by the Contractor due to the deficiency of the air waybill or the information contained therein.

According to Regulation (EC) No. 300/2008 and its subsequent regulations, inspections of air freight consignments are mandatory in order to exclude the presence of prohibited items by means of this inspection and to ensure transport safety. If this cannot be ruled out beyond doubt by means of screening, it is necessary to open the packaging by cutting it open. The opening of the packaging is carried out to perform an explosives trace detection (ETD) or a check whether the transport safety is endangered by the goods. Inner packaging must also be opened for this inspection to allow access to the goods. The Customer waives any claims for damages against the Contractor and its subcontractors that may possibly arise as a result of the opening, unpacking and/or packing and sealing as part of the security check described above. The Customer expressly permits the Contractor and its vicarious agents to open the packaging. If, upon acceptance of the shipment, a discrepancy is found between the weight and/or volume and the information contained in the bill of lading, this value may be corrected by the Contractor.

The following costs and charges are not included in the freight rates: Demurrage, storage charges, pick-up, delivery, and feeder services to and from airports, insurance costs, COD charges, costs associated with customs clearance, regulatory penalties, costs incurred for repackaging or repairing defective packaging (for which, however, the Contractor is not obligated), costs of reloading or returning goods, and surcharges. The Customer shall be liable in particular for all delay costs. The Customer shall also be liable for all costs incurred by the Contractor due to the fact that the consignments contain items whose carriage is prohibited, or the product weight, the dimensions, number of pieces are exceeded. Temperature-sensitive and temperature-controlled goods must be packed by the Customer in such a way that the special features of the goods are taken into account and sufficient protection against the effects of temperature, which may cause damage to the cargo, is ensured. The principal shall in particular be liable for ensuring that the packaging is equipped with passive cooling mechanisms or cooling measures (the latter in particular cooling packs), if required. Goods which are sensitive to low temperatures and which must be kept at a certain temperature in the plus range must also be packed in such a way that the temperature is maintained independently of external influences, even without active external heating mechanisms. The Contractor points out that goods may be exposed to warm as well as cold temperatures over longer periods of time, in particular in the course of transshipment and handling, and that the Customer must therefore already ensure the proper temperature with appropriate packaging. The goods must therefore already maintain the desired temperature on the basis of the packaging even if the packages themselves are not in a cold store or refrigerated containers or heated containers and warehouses. Temperature-specific information must be communicated to the contractor in any case in advance of the transport. If active cooling or heating of the goods is desired by the Customer, this must be explicitly notified separately to the Contractor in writing.

The customer confirms that no goods are handed over that are subject to export or import restrictions and that they are not sanctioned goods or, in the case of transports to sanctioned countries, „dual-use“ goods. If the goods contain special „tracking-devices“ for shipment tracking, this must be explicitly indicated to the contractor in writing in advance of the transport.

The Contractor is entitled to freely select the route and the carrier according to capacity and availability. The Contractor does not guarantee a fixed place on a particular flight. If a flight selected by the Contractor is cancelled due to weather conditions, force majeure, strikes, riots, acts of nature, embargoes, civil unrest, hostilities, wars, epidemics, pandemics, terrorism or governmental warnings, the Contractor shall not be liable. Contractor assumes no liability or warranty for any particular order of clearance of goods. No consignments shall be handed over which are sensitive to the change of altitude.

All deadlines, in particular deadlines for complaints and damage assessment, limitations of liability and exclusions of liability shall apply without exception to the extent permitted by law. Declarations of value/interest are not possible without exception; any kind of declaration of value/interest is contradicted. The limitations of liability of the Montreal Convention apply without exception to any carriage by air and to any degree of fault. It is not possible to break the limits of liability. For this reason, transport insurance is recommended. However, transport insurance is covered only upon written order.

22. Special regulations for rail transport

In addition to these General Terms and Conditions, the following provisions apply to rail transport:

The provisions of COTIF/CIM shall apply even if their legal scope of application is not opened. Transport restrictions in affected countries, in particular those occurring after the goods have been dispatched, may give rise to additional costs (i.e. demurrage, detour costs, demurrage charges, handling costs, etc.) and will be invoiced on a time and material basis. In the event of transport obstructions (e.g. disruptions to the rail infrastructure, etc.), the performance of the transport service may be suspended in whole or in part. The Principal shall be liable for all damage to locomotives, wagons, loading units as well as the rail infrastructure caused by him or a third party commissioned by him (incorrect loading, securing of packaging, etc.) or by wagons/loading units, etc. provided by the Principal. The client is responsible for ensuring that unloaded wagons and loading units are returned completely emptied and cleaned. He is also liable for failures/actions/omissions of the consignee.

Wagons, loading units, containers, wagons, tank wagons, WAB or other transport containers provided by the Customer: The Principal is obliged to comply with all regulations in question. The Principal shall ensure that the provisions of the CSG are complied with and that the wagons, loading units, containers, wagons, tank wagons, WAB or other transport containers handed over are free of defects. The Principal shall further ensure that only wagons are handed over whose keepers have joined the GCU. The Principal shall be liable and shall indemnify the Contractor against all claims for damages if damage occurs in connection with this wagon/container (e.g. damage to the rail infrastructure, damage caused by delays, etc.).

Upon acceptance of the goods by the entitled party, all claims against the contractor arising from the contract of carriage in the event of partial loss, damage or exceeding of the delivery deadline shall be extinguished - irrespective of the degree of fault. The claims shall only not expire if

- in the case of partial loss or damage, if the loss or damage was ascertained before acceptance of the goods by the person entitled by means of a statement of the facts in accordance with the provisions of Article 42 of CIM;
- in the case of damage which is not externally apparent and which was not ascertained until after acceptance of the goods by the person entitled, if he requests ascertainment as in Article 42 of CIM immediately after discovery of the damage and not later than seven days after acceptance of the goods and also proves that the damage occurred in the period between acceptance of the goods and delivery;
- in case of exceeding the delivery time, if the entitled party has asserted his claims against the contractor within 60 days.

When loading the respective wagon, the Customer shall be responsible for checking whether the wagon complies with the provisions of RID and is approved in accordance with TSI, ORE and UIC regulations. The provisions of RID must be complied with by the Client.

The customer is in any case responsible for proper stowage, loading, packaging and securing of the load. This also applies if the loading was carried out by third parties. The Client warrants that upon handover of a preloaded wagon/container/loading unit, the contents have been loaded and secured in a manner suitable for transport. Stowage, loading, packaging and load securing must be carried out in accordance with the UIC loading guidelines/packaging guidelines. Consignments that are reloaded at the standard gauge/wide gauge interface must be loaded in accordance with the UIC loading guidelines up to the reloading point. From the reloading point onwards, loading and securing shall be carried out in accordance with SMGS regulations. The customer assures that the packaging and securing of the loading unit is suitable for transport. The principal further assures that the contents of closed containers are packed, stowed and secured in a manner suitable for transport.

The Customer shall itself ensure the proper securing of the goods, i.e. the secured handover of preloaded transport containers (wagons, loading units, containers, wagons, tank wagons, WAB or other transport containers, etc.). All wagons, loading units, containers, wagons, WAB or other transport containers must be secured with a solid U-lock. The Customer shall ensure that this lock has been fitted before handover for transport and that the wagon, loading units, containers, wagons, WAB or other transport containers have been appropriately secured. The liability of the Contractor for losses or damages in connection with the transport of wagons, loading units, containers, wagons, WAB or other transport containers, which are handed over for transport without appropriate anti-theft devices (e.g. solid U-lock etc.), is excluded without exception. The proof for the handing over of the container/loading units in a secured condition (including shackle lock etc.) has to be provided by the claimant. The Contractor's liability for damages in connection with the use of open wagons is excluded.

The Contractor is entitled to charge all costs in connection with delays or downtimes to the Client according to the expenses. The Contractor shall be entitled to this claim irrespective of the fault of the Client or other persons. The Customer undertakes to prepare all freight documents and the RID classification properly and truthfully. The Customer shall draw the Contractor's attention in due time to all obligations under public law (including tax law and customs law) connected with the possession of the goods. The Customer shall be liable for all consequences of failure to do so. If the Contractor is commissioned for customs clearance on the basis of a special written agreement, the Contractor shall act as the direct representative of the Customer in customs matters. The Contractor shall be entitled to appoint a sub-agent for the execution of customs formalities. The Customer shall provide the Contractor with all necessary information and documents, in particular for the preparation of the consignment note and the customs clearance of the goods, as well as any accompanying documents that may be required, in full and in good time.

The Contractor shall be exempt from liability if the loss, damage or exceeding of the delivery time was caused by a fault of the entitled party, an instruction of the entitled party not caused by the Contractor, special defects of the goods (internal spoilage, shrinkage, etc.), cases of force majeure (e.g. infrastructure damage, etc.) or by circumstances which the Contractor could not avoid while observing the average care of a company and the consequences of which he could not avert. Liability is also excluded if the transport cannot be carried out or is delayed due to problems with the rail infrastructure. The Contractor shall also be exempt from liability if the loss or damage has arisen from the special risk associated with one or more of the following facts:

- carriage in open wagons in accordance with the General Conditions of Carriage or if this has been expressly agreed and noted in the consignment note; subject to damage suffered by goods as a result of weather conditions, goods in intermodal transport units and in closed road vehicles carried on railroad wagons shall not be deemed to be carried in open wagons; if the consignor uses blankets for the carriage of the goods in open wagons, the carrier shall be liable only to the extent that he is liable for carriage in open wagons without blankets, even if these are goods which are not carried in open wagons in accordance with the General Conditions of Carriage;
- lack of or defective packing of goods which, by their nature, are liable to loss or damage in the absence of or defective packing;
- loading of the goods by the shipper or unloading by the consignee;
- natural condition of certain goods, as a result of which they are exposed to total or partial loss or damage, in particular by breakage, rust, internal spoilage, drying out, scattering;
- incorrect, inaccurate or incomplete marking or numbering of packages;
- carriage of live animals;
- carriage to be performed under escort in accordance with the applicable regulations or an agreement between the

shipper and the carrier included in the consignment note, if the loss or damage arose from a danger which the escort was intended to avert.

The burden of proof that the damage occurred during carriage subject to mandatory special freight law shall be on the claimant. Unless mandatory statutory liability provisions prevail, the Contractor's liability shall be limited to direct damage and the maximum liability amounts set forth below in this Chapter. Liability for all other types of damage or loss (including loss of profit, interest, loss of income or future business opportunities), in particular also for indirect, highly personal or immaterial damage and loss, is excluded.

An agreement to increase or waive maximum liability limits stipulated in contractual terms or in international conventions is not possible.

Unless otherwise expressly agreed, all loading equipment, in particular containers, wagons, tank wagons, empty containers, WAB or other transport containers, shall be returned in undamaged condition, swept clean and free of dirt, attached labels or inscriptions and contamination. Costs arising from non-compliance will be charged to the client.

23. Contractual language

The contractual languages are German and English. There is a German and an English version of these terms and conditions. In case of difficulties of interpretation, ambiguities and contradictions, the German version prevails.

23. Jurisdiction

All disputes between the parties are governed by Austrian law, excluding the provisions of the international private law (IPR). All disputes between the parties, including disputes on the existence of agreements between the parties, shall be decided exclusively by the court having subject-matter jurisdiction for the municipality of A-6130 Schwaz. The contractual languages are both German and English.

This agreement is valid without confirmation!