

General Terms and Conditions of the Sostmeier Group* for Orders to Carriers**

(Rev. 6 - As of: May 2022)

Section 1 Scope of Application

1. These General Terms and Conditions shall apply to all individual and framework contracts concluded by Sostmeier with carriers for the performance of national and international transport operations, unless otherwise required by law. The Terms and Conditions also apply to cabotage transport operations in other EU and EEA member states, unless mandatory rules of the host member state preclude them.
2. These General Terms and Conditions shall apply only if the carrier is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
3. The terms and conditions of contracted carriers shall not apply unless Sostmeier has expressly agreed to them in writing. Nor shall the German Freight Forwarders' Standard Terms and Conditions (ADSp), the General Terms & Conditions for Road Haulage, Freight Forwarding and Logistics Companies (VBGL) / the General Terms & Conditions for Road Hauliers and Logistics Companies (AGL) or any other terms and conditions apply to the legal relationship between Sostmeier and the carrier.
4. Provisions expressly set out in individual and framework agreements shall take precedence over the provisions of these General Terms and Conditions insofar as they regulate contradictory provisions.

Section 2 Individual Orders

1. Transport orders shall be concluded by the parties in text form to meet the relevant transport requirements, whereby electronic transmission (in particular by email) and transmission by fax shall be sufficient. In addition, orders can also be placed verbally or by telephone.
2. The carrier may refuse orders placed unilaterally by Sostmeier without giving reasons, unless it is required to carry them out on the basis of an existing framework contract. Sostmeier shall be notified of the refusal without delay, i.e. as a rule, immediately.

***Sostmeier GmbH & Co. KG Internationale Spedition, Sostmeier Spedition + Logistik GmbH, Sostmeier Automotive GmbH

3. If a framework agreement or an ongoing service relationship exists between the contracting parties, the contractor is required to accept and execute orders placed by Sostmeier without undue delay or when called up by the client. No order confirmation or any other confirmation of acceptance by the contractor is required in this respect.
4. After the completion of the order, the carrier is required to upload all transport order documents via the web portal <https://portal.sostmeier.de> within five working days. To this end, the carrier shall provide the necessary IT interfaces to the transport management system (TMS).

Section 3

General Provisions for the Execution of the Order

1. The carrier undertakes to carry out transport orders placed with him properly and under his own responsibility. In addition, the carrier shall provide ancillary services resulting from the relevant individual orders and these General Terms and Conditions.
2. The carrier shall provide the vehicle in good time and, in the event of the failure of the vehicle used or the absence of the driver, shall provide a suitable replacement without delay after notifying Sostmeier.
3. In the event of obstacles to transportation or delivery, the carrier shall notify Sostmeier without delay and seek further instructions from Sostmeier.
4. If a whole truck was ordered, it may not be loaded or stowed with pallets. If vehicles do not meet these requirements, Sostmeier may refuse to load them. If partial loads are commissioned, the carrier shall ensure that the cargo commissioned by Sostmeier is not exposed to any risks from other consignments.
5. The carrier is obliged to ensure that the load is secured as required by law. He shall provide the necessary quality and quantity of devices required for this purpose.

Section 4

Requirements for Vehicles / Drivers / Use of Subcontractors

1. The carrier shall only use vehicles that are in a sound, clean and roadworthy condition. Only trucks that meet the Euro 6 standard may be used.
2. The carrier must ensure that the driver can be contacted at all times during the transport, such as by mobile phone.

The assigned driver's mobile phone number must be given to Sostmeier on arrival at the place of loading at the latest.

3. All vehicles must be fitted with telematics.

4. The carrier is responsible for ensuring that the vehicles used are suitable for the relevant transport operation and comply with all legal and official requirements.
5. The vehicles must have loading areas that can be accessed by forklift trucks. The floor must be able to withstand the full load.
6. The carrier shall use reliable, professionally trained drivers (in the case of dangerous goods, with appropriate training certification) who hold a valid driver's licence and have sufficient driving experience.
7. The carrier is in turn entitled to use subcontractors. However, this presupposes that such subcontractors ensure compliance with the obligations arising from the specific transport order. If subcontractors are used, the carrier shall notify Sostmeier accordingly without being requested to do so, stating the name of the company, the address and contact details. Sostmeier may object to the use of the proposed subcontractor if there are justified doubts about his reliability or performance. The carrier shall be liable for subcontractors he uses in the same way as he is liable for his own negligence.

Section 5

Loading and Unloading, Carriage, Delivery

1. On acceptance of the cargo, it shall be checked for defects, damage, differences, etc. by the carrier/driver. Any damage, defects or differences shall be recorded in an appropriate form in the shipping documents or in electronic form. Sostmeier shall be notified without delay if it is not possible to check the cargo. Further instructions are to be sought. The carrier shall wait for clarification. The same applies in the event of any other uncertainties related to the acceptance of the cargo.
2. When accepting the cargo, the freight documents shall be checked carefully; in particular, information and instructions shall be observed. This applies to loading and unloading points, as well as to loading conditions, delivery deadlines, Regulations for the Conveyance of Hazardous Goods by Road (GGVS), weights, special instructions, etc.
3. Unless otherwise stated in the transport order, the carrier is required to load and unload the cargo. Where the carrier is required to load the cargo, he shall also ensure that it is loaded in a manner that is safe for transport.
4. The loading and unloading dates specified in the transport order are legally binding. If the cargo arrives too early or outside the consignee's working hours, it may only be unloaded if the consignee agrees to this. Any additional costs incurred by the consignee as a result shall be passed on to the carrier.
5. The driver of the vehicle is required to lock the vehicle and the loaded transport units during breaks, rest periods, and stopping and parking procedures. The rear portal doors and roller doors of containers must be secured with U-locks; the same applies to tarpaulin structures.

When the driver is not in the vehicle during a daily or weekly rest break, loaded vehicles and transport units must be locked and parked in a secure area, a guarded car park or some other appropriate area that is not accessible to third parties and is protected against theft, including the aforementioned precautionary measures. The carrier is prohibited from separating the vehicle and the container (uncoupling the semi-trailer and/or swap body).

6. The cargo may only be handed over to the consignee named in the shipping documents against receipt. The carrier shall ensure that the name of the person acknowledging receipt is clearly written on the proof of delivery – where appropriate, next to the signature.
7. If damage, shortages, etc. are found on delivery, the exact extent of the damage, the cause of the damage in so far as it relates to the actual consignment (missing and/or defective packaging) and the whereabouts of the damaged goods must be recorded on the transport documents, and especially on the original consignment note, if such a consignment note has been issued, and signed by both the carrier or his driver and the consignee. Sostmeier's Material Planning department shall be notified by phone IMMEDIATELY of such depreciation.

Section 6

Exchange of Loading Devices

If agreed in the transport order, loading devices shall be exchanged concurrently in accordance with the following specifications.

1. Remuneration for the exchange of loading devices is included in the freight.
2. The carrier shall ensure that he hands over the agreed number of exchangeable loading devices at the loading point and that he is given a receipt for the number and type of loading devices handed over. If no loading devices are to be exchanged at the loading point, the non-exchange shall be recorded in writing.

Only usable loading devices (of average kind and quality as defined in Section 243 BGB) shall be accepted, and the number and type of loading devices accepted, as well as all reservations regarding their quality, shall be recorded in writing.

For Euro flat pallets, this corresponds to at least quality level B (quality classification according to EPAL/GS 1 Germany, as of 2015), unless otherwise agreed in the transport order.

The loading devices offered shall be visually checked at the unloading point to determine whether they can be exchanged. A receipt shall be given for the number and type of loading devices accepted. Any reservations regarding quality shall be recorded in writing at the unloading point, as shall any non-exchange of loading devices.

All declarations must bear the stamp and signature of the declarant (consignor/consignee).

If no loading devices are handed over at the loading or unloading point, Sostmeier shall be notified accordingly.

3. The original proof of exchange of loading devices on consignment notes, pallet notes or similar documents must be uploaded to the web portal <https://portal.sostmeier.de> without delay – but no later than five days after delivery – together with the receipted shipping documents (consignment note and/or delivery note).
4. If there is a balance in favour of Sostmeier, the carrier is required to settle it within 14 days of being requested to do so by delivering the appropriate loading devices. If the balance is not settled despite a deadline being set, Sostmeier shall be entitled to claim damages instead of performance. The claim for damages is €18.00 per Euro pallet/Düsseldorf pallet and €100.00 per DB cage pallet. Sostmeier reserves the right to prove that higher damages were incurred. The carrier reserves the right to prove that no damage at all or only significantly less damage was incurred.

Section 7

Compliance with Statutory Regulations

1. The carrier shall ensure that his company, the vehicles he uses and the drivers he employs meet all the legal requirements necessary for the execution of transport orders placed by Sostmeier.
2. The carrier shall observe driving times and rest periods; he shall also familiarise himself with the contents of Transport Emergency Cards, which he shall keep on board the vehicle in the specified places.
3. Where necessary for the specific transport order, the carrier shall ensure that
 - a. he or the carrier he uses has the permit and authorisation required for the transport operation in accordance with Sections 3 and 6 of the Road Haulage Act (GüKG) (permit, Community licence, third country permit and/or ECMT permit), and that the driver carries on board for the duration of the journey the documents required by law, written in German and/or English;
 - b. the driver keeps on board for the duration of the journey a record book in accordance with Article 5 of the ECMT directive;
 - c. foreign drivers from third countries (non-EU/EEA states) and carriers from an EU/EEA state are only deployed if they have the necessary driving licences or the necessary work permit, and that drivers carry on board for the duration of the journey originals of the required documents (work permit or negative test) and – where necessary – an officially certified translation in German;

- d. only drivers with a valid driving licence and a valid passport or identity card are used; drivers must carry these documents on board;
 - e. consignment notes and loading documents are available on departure and carried on board for the duration of the journey;
 - f. only such vehicles are used for which a valid road haulage licence is available in the carrier's home country.
4. If the carriage of dangerous goods was agreed, the carrier assures compliance with the following requirements:
- a. A dangerous goods safety adviser, trained in accordance with ADR regulations, has been appointed.
 - b. The drivers used have a valid ADR certificate and sufficient driving experience.
 - c. Statutory checks for equipment are complied with.
 - d. Requirements for driving routes, parking and national regulations are complied with.
 - e. The vehicle and the driver are equipped with the legally required protective equipment.
 - f. The contractor must report any customer complaints or accidents immediately. During office hours, the commissioning Material Planning department shall be notified; outside office hours, the client must be informed via the emergency telephone number +49 171 3078319.
5. The carrier undertakes to surrender or have surrendered to Sostmeier or Sostmeier's customers, on request, all documents that need to be carried on board for inspection during checks carried out by Sostmeier or Sostmeier's customers (or authorised persons). The carrier undertakes to issue appropriate general instructions to his staff and to any subcontractors he employs.
6. If the carrier or the subcontractors used by him are unable to present the necessary documentation during inspections by Sostmeier or Sostmeier's customers, the vehicle shall be deemed not to have been provided, and the carrier shall be liable to pay compensation to Sostmeier for any damage that may arise as a result, in particular damage caused by delay, but also other economic losses. In such cases, the carrier shall have no claims for freight, demurrage or other financial compensation. Section 417, Section 418(1)-(5) and Section 419 of the Commercial Code (HGB) are excluded in this respect.

Section 8

Act Regulating a General Minimum Wage / Temporary Agency Workers

1. The carrier assures that he pays his employees (insofar as they are deployed in Germany) at least the statutory minimum wage in accordance with Section 20 of the Act Regulating a General Minimum Wage (MiLoG) at the point in time referred to in Section 2(1) MiLoG at the latest. He furthermore assures that he meets all other obligations under the Act Regulating a General Minimum Wage without exception.
2. The carrier is only permitted to use temporary agency workers with the prior written consent of Sostmeier. Sostmeier may refuse consent if there is no confirmation from the temporary work agency that workers will receive at least the minimum wage, or if there is reasonable doubt that the temporary work agency will pay the statutory minimum wage even if it has provided such assurance.
3. In addition, the carrier undertakes to respond truthfully and comprehensively to all enquiries from Sostmeier regarding compliance with the provisions of the Act Regulating a General Minimum Wage. Documents requested by Sostmeier for this purpose shall be presented by the carrier without delay in compliance with data protection principles – where necessary, in anonymous form. Where an investigation is pending against the carrier on suspicion of breaching the minimum wage, the contractor shall notify Sostmeier without delay. In response to a query from Sostmeier, the carrier is required to provide information on such investigations and any fines imposed on him or his managing directors and/or employees for breaches of the minimum wage.
4. Where infringements of the Act Regulating a General Minimum Wage have been detected, Sostmeier shall be entitled to terminate all existing contracts with the carrier without prior warning / notice of a grace period.
5. In the event of a culpable breach of the obligations set out in the above paragraphs 1, 2 and 3, the carrier shall pay a contractual penalty amounting to five per cent of the order value of each transport operation for which the driver or drivers used were not paid the minimum wage for periods of activity in Germany, without prejudice to any further claims for damages on the part of Sostmeier. In addition, the carrier shall compensate Sostmeier for all damages in excess thereof. Any contractual penalties incurred shall be offset against claims for damages.
6. The carrier shall indemnify Sostmeier against all claims asserted by third parties in the event of a breach by the carrier against Sostmeier. In addition, the carrier is required to indemnify Sostmeier against any prosecution and defence costs incurred in connection with this.

Section 9

Instructions and Information

1. The carrier undertakes to comply with Sostmeier's order-related instructions regarding the transport of the goods as required to flesh out this contract and the relevant transport orders.

2. In the event of an accident or a claim, the carrier shall report visible transport damage and loss of goods to Sostmeier. The following information (insofar as it is actually relevant) shall be submitted to Sostmeier in the form of a written record within a reasonable period:
 - Vehicle registration number and type of the vehicles involved
 - Place, time and circumstances of the accident or claim
 - Name and address of the dead and injured
 - Transport order
 - Consignment data
 - Extent of damage to or loss of cargo
 - Measures taken by the carrier
 - Call back options.

Section 10

Diligence and Safeguarding of Interests

1. The carrier undertakes to perform the duties assigned to him by this contract, by the relevant transport order and by law with due diligence, to the extent possible and reasonable for him.
2. The carrier undertakes to safeguard the interests of Sostmeier and not to do anything that could jeopardise Sostmeier's reputation, market position or creditworthiness.

Section 11

Freight

1. The freight charge shall be freely agreed between the parties in each case in connection with the specific transport order. If the parties are unable to agree on the amount of the freight charge and the carrier carries out the transport operation nonetheless, the freight rates normally paid by Sostmeier shall be deemed to have been agreed.
2. The freight agreed in each case shall be increased by the statutory value-added tax applicable in each case, unless a gross price (including value-added tax) is shown.
3. The freight charge shall cover all of the carrier's expenses, in particular the road user charges incurred and all of the carrier's foreseeable and normal services, in particular those of loading and unloading, if such a service was agreed in the relevant transport order, as well as the costs of loading and the pallet exchange costs.

Section 12

Other Receivables

Costs incurred by the carrier in seeking and carrying out instructions from Sostmeier shall be reimbursed to the carrier insofar as the carrier is not responsible for these costs.

Section 13

Conditions of Payment

1. Once the order has been fully executed and the complete transport order documents uploaded (Section 2 No. 4), in particular the consignment note signed in full by the consignor and the consignee, Sostmeier shall issue a credit note for the agreed freight. Any invoices issued by the carrier contrary to this agreement may be rejected by Sostmeier. There is no obligation to inspect.
2. Unless otherwise agreed in the transport order, payment shall be made within a period of 30 days after the credit note was issued.
3. Changes to the carrier's bank details shall only be observed by Sostmeier if they have been communicated to Sostmeier in writing. Otherwise, payments shall be made to the specified accounts with debt-discharging effect. An assignment of claims existing against Sostmeier to a third party is only permissible with the prior consent of Sostmeier. Such consent shall be given in text form.
4. The carrier agrees that counterclaims of Sostmeier, regardless of the legal grounds, may be offset against freight claims of the carrier. This applies in particular to claims arising from damages and consequential damages incurred in the course of executing the order as well as claims under the Act Regulating a General Minimum Wage and due to loading devices that have not been exchanged. In these cases, Sostmeier is also entitled to assert a right of retention.

Section 14

Liability of the Carrier

1. The liability of the carrier in cross-border transport is governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).
2. **In national road transport, the carrier is liable in accordance with the provisions of the Commercial Code (HGB) with 40 Special Drawing Rights of the International Monetary Fund (SDR) per kg gross weight of the consignment.**
3. In all other respects, the carrier shall be liable
 - a. for culpably caused damage to property, other than damage to goods, and for personal injury caused by the carrier in the performance of his contractually agreed services to the objects of legal protection of Sostmeier, Sostmeier's client, the consignee and their employees, organs or other auxiliary persons as well as other third parties for which Sostmeier is legally liable, whereby he shall be responsible

for the fault of his employees or other persons he uses in the performance of his services to the same extent as for his own fault,

- b. for any other economic losses culpably caused, insofar as such losses do not constitute damage caused by delay, the carrier shall be liable within the statutory limits of Section 433 HGB for the time in which the cargo is in his care, and without limitation outside the time in which the cargo is in his care.

Section 15

Liability of Sostmeier

1. Sostmeier shall only be liable for damages if it, its legal representatives or its vicarious agents have acted with intent or gross negligence, except in the event of a breach of material contractual obligations (cardinal duties).
2. Except where Sostmeier, its legal representatives or its executive staff have acted with intent or gross negligence, liability shall be limited to the typically foreseeable damage at the time of entering into the contract.
3. The aforementioned limitations of liability shall also apply to any competing claims in tort, but not to claims for damages arising from injury to life, limb or health and those under the Product Liability Act (ProdHaftG) or the mandatory provisions of the CMR and the HGB.

Section 16

Insurance

1. The carrier is required to insure his transport-related liability at least within the limits of legal liability or the liability limits agreed within a specific transport order. Furthermore, the carrier is required to take out motor vehicle liability insurance with a total sum insured of €100,000,000.00 (in words: one hundred million euros) for property damage and personal injury and at least €12,000,000.00 (in words: twelve million euros) for each injured person. In addition, the carrier is required to take out employers' liability insurance with a sum insured of €2,500,000 (in words: two million five hundred thousand euros).
2. The carrier is required to present appropriate insurance certificates in German and/or English at the request of Sostmeier.

Section 17

The Carrier's Rights of Offsetting, Retention and Lien

1. The carrier is not entitled to offset against claims of Sostmeier or to assert rights of retention and lien, in particular on objects surrendered for carriage and the performance. This shall not apply with regard to such claims that have been legally established or

considered justified by Sostmeier. In any case, the contractor is obliged to perform in advance with regard to the services he owes.

2. In each case of the undue assertion of a right of offsetting, retention or lien, Sostmeier may demand from the carrier the payment of an appropriate contractual penalty, which Sostmeier may determine at its own discretion and which, in the event of a dispute, shall be reviewed by the competent court. The right of Sostmeier to claim damages in excess of this and/or to terminate all existing contracts without notice for good cause shall remain unaffected. Any contractual penalty incurred shall be offset against the claim for damages.

Section 18

Secrecy and Confidentiality

1. The carrier shall keep confidential any business and trade secrets of Sostmeier and Sostmeier's clients entrusted to the carrier or that have become known to the carrier, even after the termination of the contract.
2. Documents on secret business transactions entrusted to the other contracting party shall be returned immediately after execution of the transport order.

Section 19

Customer Protection

1. The carrier is bound to customer protection vis-à-vis Sostmeier. The carrier may not directly or indirectly initiate, arrange, enter into or carry out forwarding, freight or warehousing transaction with customers of Sostmeier (consignors) and consignees who become known to him in the course of his activities.

This prohibition applies in the event that the carrier actively or productively breaches the above prohibition.

2. All customers and consignees who have their registered office or a branch office in Europe are covered by the customer protection agreement under Clause 1.
3. If it is not clear whether the customers/consignees became known to the carrier in the course of his work for Sostmeier, the carrier must prove that the customers became known to him outside his work for Sostmeier.
4. Customer protection ends twelve months after a transport operation has been carried out by the carrier on behalf of Sostmeier for that customer.
5. If the carrier culpably breaches the obligations arising from the above paragraphs, Sostmeier may demand payment of an appropriate contractual penalty from the carrier,

which Sostmeier may determine at its own discretion and which, in the event of a dispute, shall be reviewed by the competent court. The right of Sostmeier to claim damages in excess of this and/or to terminate all existing contracts without notice for good cause shall remain unaffected.

Section 20 Place of Jurisdiction

If the carrier is a merchant within the meaning of the German Commercial Code (HGB), the exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be Osnabrück. However, Sostmeier is also entitled in all cases to bring action at the place of performance of the transport obligation or an individual agreement of higher priority or at the carrier's general place of jurisdiction. Statutory provisions of higher priority, in particular concerning exclusive jurisdiction, remain unaffected.

Section 21 Applicable Law

German law shall apply unless mandatory statutory regulations preclude this.

Section 22 Severability Clause

1. If one or more provisions of these General Terms and Conditions are or become invalid, in whole or in part, the effectiveness of the remaining provisions of these General Terms and Conditions and the effectiveness of contracts concluded on the basis of these General Terms and Conditions shall not be affected.
2. The invalid provision shall be replaced by a valid provision which, in terms of form, content and extent, comes as close as possible to what was intended in terms of the meaning and commercial success of the invalid provision. The same applies in the event of a gap.