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SECTION I: COMMON PROVISIONS

§ 1 GENERAL; SCOPE OF APPLICATION; LANGUAGE VERSION

(1) These General Terms and Conditions apply to all offers made by companies belonging to the Transport Overseas Group.

(2) Our general terms and conditions apply exclusively. We do not recognize any terms and conditions of the Customer that conflict with or deviate from our General Terms and Conditions, unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply if we perform the agreed services without reservation in the knowledge that our customer's terms and conditions conflict with or deviate from our General Terms and Conditions.

(3) Unless otherwise stipulated in the contract and these General Terms and Conditions, the German Freight Forwarders' Standard Terms and Conditions (ADSp 2017) (available at https://to-group.com/wp-content/uploads/2023/01/ADSp-2017_deutsche-Version.pdf) shall also apply as an integral part of the contract. This also applies to contracts for heavy or oversized transports, the execution of which requires a transport permit or special permit under traffic law, or crane services and related assembly work, to which the ASDp 2017 apply accordingly in addition to the contractual provisions and these General Terms and Conditions, in deviation from Section 2.3.5 ADSp 2017. Section 23 of the ADSp 2017 deviates from the law with regard to the maximum liability amount for damage to goods (Section 431 HGB) by limiting the liability for multimodal transports including sea transportation and in the case of an unknown damage location to 2 SDR/kg and otherwise limiting the standard liability of 8.33 SDR/kg additionally to EUR 1.25 million per damage event and EUR 2.5 million per damage event, but at least 2 SDR/kg.

(4) The contract language is German. Our General Terms and Conditions and the ADSp 2017 are binding exclusively in their respective German language version. The same applies to individual agreements with the customer, unless the contractual negotiations were conducted exclusively in the foreign language in which the individual agreement was drawn up. In the event of contradictions and questions of interpretation between the different language versions, the German version shall take precedence. English versions are for information purposes only.

§ 2 OFFER

(1) The customer is obliged to inform us of the dimensions (length x width x height) of the load in meters and the weight of the load in kilograms before conclusion of the contract.

(2) On the basis of the customer's notification, we shall submit an offer to him, which is subject to the condition that the load actually has the dimensions and weight notified.

(3) If the load has different dimensions or a different weight than specified by the customer, we are no longer bound by the offer in accordance with paragraph 2 and are entitled to submit an amended offer to the customer.

(4) If the customer does not accept the amended offer, he shall be obliged to pay us a part of the remuneration corresponding to the work performed and the fees incurred and not included in the remuneration. Any further statutory liability of the customer for damages shall remain unaffected.

§ 3 REMUNERATION AND FEES; TERMS OF PAYMENT; FOREIGN CURRENCIES

(1) The customer is obliged to pay us the agreed remuneration.

(2) In addition to the agreed remuneration, we always charge the following fees:

1. bill of lading: for transports in Germany € 50.00, for international transports € 120.00 per document

2. courier fee: USD 50.00 per envelope

3. load order (LWH): €45.00 per document (ports of Antwerp and Bremerhaven)

4. delivery order/discharge: € 50.00 per document;

5. certificates that must be notarized by the Chamber of Commerce: € 100.00 per document;

6. certificates that must be notarized: € 120.00 per document;

7. the carrier's or agent's own certificate: € 50.00 per document;

8. for each amendment to the manifest after a period of three days: € 100.00. After eight days, the fee for each amendment to the manifest increases to an amount of € 250.00.

These rates do not apply to cargo nominated under Saudi flag.

(3) The customer shall bear all taxes, withholding taxes, customs duties and other public charges and costs as well as private charges levied on the cargo or freight, including port and quay charges, costs for loading and unloading of trucks and other terminal charges and shall indemnify us against the aforementioned claims of third parties.

(4) The statutory value added tax is not included in our remuneration and fees; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

(5) The deduction of a discount requires a special written agreement.

(6) Unless otherwise agreed with the customer, the remuneration and fees are due for payment immediately net without deduction.

(7) We are entitled to demand payment from foreign clients or recipients in their national currency or in euros, at our discretion. The choice shall be made by indicating a currency on the invoice.

(8) The customer is not entitled to pay monetary debts expressed in a currency other than euros in euros.

(9) Insofar as a claim for damages is to be calculated in a foreign currency, we are entitled to demand payment of damages in this foreign currency. Insofar as we make use of this right of substitution, payment may also be made in euros.

§ 4 OFFSETTING; RIGHT OF RETENTION

Notwithstanding clause 19 ADSp, the customer shall only be entitled to offset against claims arising from the contractual relationship and related non-contractual claims if his counterclaims have been legally established, are undisputed or have been recognized by us. Furthermore, the customer is only entitled to exercise a right of retention insofar as his counterclaims are based on the same contractual relationship.

§ 5 CHOICE OF MEANS OF TRANSPORTATION; SUBCONTRACTORS

We are entitled to choose the respective means of transportation, to use equipment of our choice and to use subcontractors of our choice.

§ 6 DANGEROUS AND MILITARY GOODS

Subject to a separate agreement, the customer's consignment must not contain any dangerous goods within the meaning of section 1.6 ADSp 2017 or military goods.

§ 7 HANDLING OF PACKAGING, VEHICLES AND EQUIPMENT PROVIDED

We shall not be responsible for any changes to or deterioration of the outer packaging of the goods that are necessary for their handling and loading, such as drilling holes in the packaging. The same applies to changes or deterioration as well as the use of vehicles and equipment provided to us by the customer through contractual use for transportation.

§ 8 ELECTRONIC TRANSMISSION OF DOCUMENTS

In addition to clause 5 ADSp 2017, it is agreed that the customer must send the bill of lading instructions and booking details in a copyable file format (Excel or Word document) to the contact person designated by us at least three working days before the start of the transport.

§ 9 DISPATCH OF DOCUMENTS BY COURIER

Unless otherwise agreed, original documents are sent by courier on behalf of the customer at the customer's risk. On behalf of the customer, we only arrange for the commissioning of a courier to send original documents to the destination and are therefore solely liable for the selection of a courier.

§ 10 PERFORMANCE TIME

Subject to a deviating individual agreement, information provided by us regarding the delivery time is legally non-binding and does not constitute a contractually agreed delivery time. Even if a delivery time is agreed, we do not guarantee that it will be met. The agreed or stated delivery time is based on the assumption of a normal course of events. Our liability for exceeding the delivery time is limited in accordance with Sections 23, 27 ADSp 2017.

§ 11 PLACE OF JURISDICTION; PLACE OF PERFORMANCE; CHOICE OF LAW

(1) The place of jurisdiction and place of performance is our registered office. However, we are also entitled to sue the customer at his general place of jurisdiction. In the case of Art. 31 CMR and Art. 46 § 1 CIM, the above agreement on the place of jurisdiction shall apply as an additional agreement on the place of jurisdiction; in the case of Art. 39 CMR, Art. 33 MÜ, Art. 28 WA, it shall not apply.

(2) The law of the Federal Republic of Germany shall apply.

SECTION II: SPECIAL PROVISIONS FOR SEA TRANSPORTATION

§ 1 SCOPE OF APPLICATION

The provisions of this Section II apply to contracts for carriage by sea or carriage by different means of transport, including carriage by sea.

§ 2 TIME OF PERFORMANCE; MEANS OF TRANSPORTATION

We are entitled to deviate from an agreed time of performance or an agreed means of transportation if this is necessary due to the available cargo space on the ship, the schedule or the equipment or if the shipowner's loading master refuses to accept the shipment. Compliance with an agreed time of performance and transportation by an agreed means of transport shall only be owed if the customer has provided us with all documents and records required for transportation, in particular the packing list and technical drawings and pictures, and has provided all information required for transportation, the goods are properly packed and the packing has sufficient lashing, lifting and securing eyes and all costs and charges have been settled.

§ 3 DOCUMENTS FOR CONTAINER SHIPMENT

When shipping containers, the customer is obliged to indicate the verified gross weight in accordance with the SOLAS Container Weight Verification Requirement (VGM) in a VGM certificate. Section 3 of the ADSp 2017 remains unaffected.

§ 4 INFORMATION OBLIGATIONS OF THE CUSTOMER

The customer has the duty to provide information as set out in section 3 ADSp 2017. The booking of shipping space and loading planning by us is made on the basis of the shipment data provided by the customer at the time of booking. We are not obliged to check the accuracy of the information provided by the customer before booking shipping space and loading planning. If the customer provides incorrect information about the shipment, he must compensate us for the damage incurred in accordance with the statutory provisions.

§ 5 DELIVERY AND ACCEPTANCE OF THE LOAD BY THE CUSTOMER; DEMURRAGE CHARGE

(1) Unless we are responsible for the delivery or receipt of the cargo on the basis of a contractual agreement, the customer shall deliver the cargo at the agreed time, cleared through customs and alongside the ship at the port of loading as soon as the ship can take up and load the cargo. At the port of unloading, the customer shall take over the cargo at the time specified by us as quickly as the ship can unload the cargo.

(2) The customer shall be obliged to pay us demurrage in the amount of USD 25,000.00 per day for waiting times of the vessel which are attributable to the non-availability of cargo or required documents, insufficient packaging or equipment, delay in the completion of export or import formalities owed by the customer or late acceptance of the cargo at the port of discharge and for which we are not responsible; the calculation shall be made pro rata for the respective waiting time.

§ 6 Obligations of the customer when loading using the RoRo method

Insofar as we are not responsible for the truck transport and loading using the RoRo method is not contractually excluded, the customer is obliged to provide a vehicle that has sufficient ground clearance, can be towed, is equipped with standard connections, is ready to drive and safe to operate, has no oil leaks and is not equipped with studded tires. The customer must ensure that no personal or loose objects are left in or on the vehicle. The customer's drilling equipment must have a movable arm. If the customer does not use standard vehicles, he is obliged to provide a driver's manual or instructions or to provide a driver at the port of loading and port of destination.

§ 7 PACKAGING, LABELING, FEES FOR GENERAL CARGO LOADING

- (1) If general cargo loading has been agreed, goods with dimensions of up to 7.00 m length, 2.75 m width and 3.50 m height, a unit weight of up to 10,000.00 kg and a central center of gravity are handled with a forklift truck and packed in seaworthy crates. These crates are stackable and storable.
- (2) If the cargo has a unit weight of more than 10,000.00 kg, the customer is obliged to provide it in such a way that it can be lashed directly to the cargo body at suitable lashing points (steel on steel) through the outer packaging, has support points suitable for the standard surface of the carrier's 40' and 62' standard roll trailers and is fully self-supporting at all times. Spools, cable drums or conveyor belts must always rest on the shipper's steel frames. We will provide the customer with a guide upon separate request.
- (3) Irrespective of the dimensions and weight of the load, the customer must ensure that the load has its center of gravity in the middle.
- (4) Irrespective of the dimensions and weight of the load, the customer is obliged to mark the load with the center of gravity, weight and dimensions (length x width x height), recipient and port of loading.
- (5) The agreed remuneration includes the provision of 40' roll trailers and 62' roll trailers for a period of seven days. For the provision of roll trailers beyond this period, the customer shall pay us a fee of USD 75.00 for each 40' roll trailer and USD 100.00 for each 62' roll trailer for each day or part thereof.
- (6) The costs for loading and unloading in the port are not included in the remuneration and shall be borne by the customer.

SECTION III: SPECIAL PROVISIONS FOR TRUCK TRANSPORTS

§ 1 SCOPE OF APPLICATION

The provisions of this section apply to contracts for truck transportation or transportation by different means of transport including truck transportation.

§ 2 FEES

(1) The agreed remuneration for truck transportation includes

1. registrations in Germany and abroad;
2. the permit according to § 70 StVZG;
3. a BF2/3 escort vehicle;
4. tolls in Germany and abroad.

The prices quoted apply to transportation via the shortest normal heavy goods route and include waiting times at loading and unloading points of up to four hours for special transports and two hours for normal transports. Costs for detours, additional transport nights, additional operating times and downtime costs for our vehicles or other additional costs for which we are not responsible shall be borne by the customer in addition to the agreed remuneration.

(2) The customer shall bear the following costs in addition to the agreed remuneration for truck transportation:

1. police escorts, police replacement escorts, B3-plus and/or B4 escorts for loaded and unloaded journeys;
2. traffic management measures and other requirements of the transport permit such as no stopping signs, clearing of construction sites, laying of sheet metal, advance/rearguard vehicle for sign service, static bridge calculations, MOT, overhead lines and traffic lights, any additional BF2 or BF3 escort vehicle or road book;
3. route tests or on-site visits;
4. passenger transportation in accordance with §§ 29, 46 StVO (empty and laden runs);
5. consultations with railroad undertakings and authorities;
6. any dunnage required for loading in intermodal transportation;
7. port charges or quay dues;
8. any necessary push vehicles.

§ 3 STALL FEE

(1) For loading and unloading beyond the waiting times specified in section III. § 2 paragraph 1 sentence 2, the customer shall pay us demurrage for each hour or part thereof. The demurrage charge for each hour or part thereof is

1. 125.00 € for truck type standard truck;
2. 150.00 € open platform;
3. 175.00 € semitrailer;
4. 250.00 € low bed;
5. € 250.00 boiler bridge;
6. € 140.00 container chassis;
7. € 65.00 per hour for an escort vehicle,

but at least

1. € 1,200.00 per truck for each calendar day or part thereof;
2. for heavy transports with additional nights € 2,500.00 for each calendar day or part thereof.

(4) In the case of transportation with different means of transport including sea transport, the customer shall pay us demurrage in accordance with paragraph 1 for the duration of the delay in the event of waiting times for which we are not responsible, namely waiting times due to unforeseen closures of waterways, high or low water or icing, in the event of an ice-free fairway until the vehicle returns. § 4 Performance time; means of transport

The commencement of the performance period specified by us is subject to the issue of the transport permit, the fulfillment of permit requirements and conditions as well as the transport process. In some federal states, there may currently be delays in issuing the transport permit.

§ 5 CENTER OF GRAVITY OF THE LOAD

If the focus of the load is not in the middle, we are entitled to submit an offer to the customer for an adjustment to the contract and to set a reasonable deadline for acceptance. If the customer does not accept the offer in due time, we shall be entitled to terminate the contract and demand a part of the remuneration corresponding to the work performed by us as well as reimbursement of the expenses not included in the remuneration. Further claims remain unaffected by this.

§ 6 ACCESS ROUTES

The customer is obliged to keep the access routes to the loading and unloading points clear and to secure them to the necessary and reasonable extent.

§ 7 SECURING THE LOAD

The customer must provide us with the load in such a way that it can be secured in accordance with the technical standards VDI 2700 - 2702 and DIN EN 12195.

SECTION IV: SPECIAL PROVISIONS FOR THE TRANSPORTATION OF DANGEROUS GOODS AND MILITARY GOODS AS WELL AS THE TRANSPORTATION OF GOODS ON BEHALF OF PUBLIC AUTHORITIES

§ 1 SCOPE OF APPLICATION

The provisions of this section shall apply additionally to the transportation of dangerous goods and military goods, insofar as this has been agreed in deviation from Section I § 5 of these General Terms and Conditions. They shall also apply if the customer is a public authority.

§ 2 DELIVERY TIME

The start of the delivery period is dependent on all necessary public law permits and the approval of the port operator having been granted and the customer having provided us with all necessary and customary documents. These are usually the end-user certificate, import and export licenses, embassy letters, transport documents for dangerous goods (DGDs), delivery bill, material safety data sheet (MSDS), permits from local authorities and ministries and transit forms for military goods.

§ 3 RESERVATION OF RIGHT OF AMENDMENT AND WITHDRAWAL

- (1) We reserve the right to change an agreed delivery time at any time by declaration to the customer if the change in the delivery time is necessary due to the nature of the goods or the risks posed by them and the change in the delivery time is reasonable for the customer, taking into account our interests.
- (2) If, due to the nature of the goods or the risks posed by them, transportation cannot be carried out for an uncertain period of time or a long period of time in relation to the contractual or statutory delivery time, or cannot be carried out at the agreed delivery time, and if an adjustment of the delivery time pursuant to sentence 1 is not possible or cannot be reasonably expected of a party to the contract, we shall be entitled to withdraw from the contract.
- (3) The above paragraphs shall apply accordingly if the delivery time cannot be met due to special legal or actual requirements or restrictions on the transportation of goods on behalf of public authorities.