

The following terms and conditions of offer and transport apply to all road, rail, inland waterway, sea and air transports and/or combinations thereof (multimodal transports) as well as other, non- freight forwarding services organised by the Germany based companies of the Conceptum Logistics Group.

## I. Validity of the ADSp 2017

1. We work exclusively based on the ADSp 2017 and our supplementary terms and conditions below (the "Terms of Offer").
2. In deviation from ADSp 2.3.5, we expressly extend the application of the ADSp also to heavy or large volume transports, the performance of which requires a transport permit or special permit under traffic law, crane services and related assembly work. The complete ADSp 2017 are accessible on our homepage ([www.conceptum-logistics.com](http://www.conceptum-logistics.com)). Upon request, we will send the ADSp 2017 to the principal.
3. In the event of inconsistencies between the ADSp 2017 and the following Terms of Offer, the Terms of Offer shall prevail.

## II. General Part

### 1. Scope of application of the Terms of Offer

- 1.1 The Terms of Offer apply to all road, rail, air, inland waterway and sea transports and/or combinations thereof (multimodal transports) as well as non-forwarding services organised by us. The General Part according to this clause I. applies to all our contracts. The additional conditions of clauses III. – VII. apply to contracts concerning the respective transport route. Non-forwarding services are additionally subject to clause VIII.
- 1.2 These Terms of Offer apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the principal shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in all cases, including, for example, even if we execute the order without reservation in the knowledge of the principal's general terms and conditions.

### 2. Conclusion of contract

- 2.1 Unless otherwise specified in our offers, our offers are subject to change and non-binding. They are based on the freight rates and tariffs valid at the time of the offer and are exclusive of all surcharges and subject to final shipment details.
- 2.2 The order by the principal shall be deemed to be a binding contract offer. Unless otherwise stated in the order, we are entitled to accept this contract offer within 14 days. Acceptance is effected by written order confirmation.
- 2.3 Unless expressly stated otherwise, our offers relate exclusively to harmless goods of customary quality.
- 2.4 Our offers are to be treated as strictly confidential and may not be forwarded or otherwise made accessible to third parties without our written permission.
- 2.5 Unless agreed otherwise, Transport and project liability insurances are not part of the offer.

### 3. Feasibility Study

If, in order to prepare an offer, it is necessary for us to prepare a feasibility study beforehand in order to evaluate whether it is at all possible to perform the transport requested by the principal, we will inform the principal accordingly. If the principal then commissions us to carry out the feasibility study, then, unless agreed otherwise, we may charge for our staff an hourly rate of EUR 150,- for their work and claim our expenses from the principal.

### 4. Prices

- 4.1 Our prices are in EURO and USD excluding customs clearance, taxes as well as other public charges and include exclusively the costs listed in our offer and foreseeable costs.
- 4.2 The costs for packaging are only included in the contract price if agreed accordingly.
- 4.3 Costs incurred as a result of measures or orders issued by public authorities or other public institutions shall, irrespective of the legality of the measures or orders, be borne by the principal, unless we are responsible for them.

- 4.4 All other costs charged by third parties relating to the performance of the transport, in particular truck-demurrage, storage charges, demurrage, container demurrage, detention, container detention, multistops ordered at short notice or costs caused by waiting times, shall be borne by the principal. This shall not apply if and to the extent that we are responsible for the costs incurred.
- 4.5 Unless expressly agreed otherwise, our prices are based on normal transport and route conditions, the possibility of immediate onward dispatch and unchanged technical specifications and procedural instructions, unless the changes were foreseeable for us taking into account the circumstances at the time of conclusion of the contract. All additional costs resulting from unforeseeable changes shall be borne by the principal.
- 4.6 If, after the conclusion of the contract, the market prices for the services of our own subcontractors have changed significantly (e.g. due to an increase in freight- or charter rates for sea carriage, a peak season surcharge or congestion surcharge) and/or if the fuel costs to be borne by us under the subcontracts as customary in the market have changed significantly, both parties shall be entitled to demand a corresponding adjustment of the contract price.

### 5. Terms of payment

- 5.1 Our invoices are payable within 14 days after receipt of the invoice in the invoiced currency and without deduction. Payment by instalments or part-payments are excluded.
- 5.2 Should the principal be in default with a payment, we shall be entitled to declare all possible further claims existing against the principal to be due for payment. Furthermore, the principal shall bear all fees, costs and expenses incurred by us, or, with regard to an assigned claim, by an assignee arising from and in connection with necessary legal proceedings, including any default action and collection proceedings, abroad.
- 5.3 The principal is only entitled to offset with counterclaims or retain payments due to such claims if the counterclaims are undisputed or have been confirmed as final and legally binding. Payments by the principal shall always be offset in accordance with § 366 sub-section 2 of the German Civil Code (BGB).
- 5.4 We are entitled to assign our claims against the principal also without the principal's consent.

### 6. Obligations of the Principal; Sanctions and Embargoes

- 6.1 Unless otherwise agreed, the principal is obliged to comply with all relevant regulations on (international) sanctions and embargoes with regard to the contractually agreed transport and other logistics services provided by us and to prove this to us by submitting the relevant documentation that the order does not violate any provision of these regulations, in particular, but not limited to the sanctions imposed by the European Union in relation to the Russia-Ukraine conflict. The same shall apply with regard to compliance with all applicable provisions of customs and export control law. The principal shall draw our attention to any relevant restrictions. In the event of a respective restriction, we may refuse to perform the contract. In addition, the principal shall indemnify us against all claims of third parties asserted against us due to this violation of his obligations under this clause 6.1.
- 6.2 Unless otherwise agreed, all packages must be provided with sufficient lifting and lashing points and the goods must be stackable and over-stowable. Wooden packaging must comply with HPE & ISPM 15 standards. In the event of a breach of this obligation, delays shall be borne by the principal and we may claim compensation for any additional costs incurred by us as a result.

## 7. Liability

We are liable in accordance with the provisions of the German Freight Forwarders' Standard Terms and Conditions 2017 - ADSp 2017. **Note: The ADSp 2017 deviate from the law in clause 23 with regard to the maximum liability amount for damage to goods (§431 HGB) by limiting the liability to 2 SDR/kg in the case of multimodal transports including carriage by sea and in the case of unknown place of damage and otherwise limiting the standard liability to 8.33 SDR/kg additionally to 1.25 million euros per claim and 2.5 million euros per loss event, but at least 2 SDR/kg. The complete ADSp 2017 is accessible on our homepage ([www.conceptum-logistics.com](http://www.conceptum-logistics.com)). We will send the ADSp 2017 to the principal upon request.**

## 8. Termination

- 8.1 The principal has the right to terminate the contract at any time without giving reasons. If the contract is terminated by the principal, we shall be entitled to the compensation stipulated in § 415 sub-section 2 of the German Commercial Code (HGB).
- 8.2 Both parties may terminate the contract for good cause. For us, good cause exists in particular if a subcontractor used for our performance terminates the contract without us being responsible or fails to perform the contract for other reasons and we are unable to procure an equivalent replacement within a reasonable period of time.

## 9. Law and Jurisdiction

- 9.1 The Regional Court of Hamburg shall have jurisdiction for all disputes between the parties (except those concerning cross-border air carriage); this shall also apply to disputes concerning the formation of a contract. In the case of contracts of international carriage by road or rail, the jurisdiction of the Hamburg Regional Court is in addition to the jurisdictions provided for by the CMR or CIM, and in all other cases it is exclusive. German law applies.
- 9.2 English (legal) terms used in these Terms of Offer or other documents are referring to German legal concepts only and their German (legal) meaning prevails.

## III. Additional Conditions for Carriage by Road

1. Unless otherwise agreed between the parties, in the case of road transport, the following provisions of this part III. shall apply in addition to the provisions of numbers I. and II. of these Terms of Offer. The provisions of this part III. shall take precedence in the event of inconsistencies.
2. The costs for permits and civil escort are included in the agreed remuneration. Excluded are costs for police escort or BF4 escort, traffic control measures, route studies, other requirements under the permit application (e.g. static calculations, etc.) as well as any required services resulting from the route reconnaissance or the permit requirements. Such costs are invoiced separately together with a flat-rate for expenses.
3. Our prices apply to the shortest customary route and include free loading and unloading times of up to 2 hours at the loading and unloading point. Costs for detours, additional transport nights and additional operating times and truck-demurrage charges shall be borne by the principal.
4. The loading and unloading point must be freely accessible for drivers and vehicles. Unless otherwise agreed, the loading and unloading of the vehicles themselves is not part of our services.
5. Unless otherwise agreed, heavy and oversized transports are not covered with tarpaulin.
6. The following shall apply to heavy or large-volume transports, the performance of which requires a transport permit or special permit under traffic law, crane services and related assembly work:
  - 6.1 The performance of large-volume and heavy-volume transports as well as crane movements in public road traffic requires the permission or

approval of the competent authority, in particular in accordance with §§ 29 III and 46 I No. 5 StVO as well as § 70 I StVZO and, if applicable, further special use permits in accordance with road and street law as well as other necessary public-law permits. The contracts concluded under these conditions are subject to a condition subsequent and shall terminate if the permit or approval is refused by the competent authority. Claims for remuneration for services rendered up to that point shall remain unaffected.

- 6.2 Insofar as traffic control measures or other requirements and ancillary provisions to maintain the safety and smooth flow of road traffic and/or to protect the road structure are ordered by the authorities, the contracts concluded under these conditions are also subject to the condition subsequent of the timely availability of the security personnel and the timely implementation of the official safety measures.
- 6.3 We are entitled to withdraw from the contract to the exclusion of claims for damages if, after careful examination before or during the use of vehicles, equipment or working devices of all kinds and despite all reasonable efforts to prevent damage, substantial damage to a third party and/or own property and/or assets or personal injury is highly likely to be unavoidable. The exclusion of claims for damages shall not apply if we have failed to exercise the due care of a prudent businessperson (carrier). In the event of withdrawal, in the case of crane services the remuneration shall be charged on a pro rata basis, in the case of transport services the statutory provisions shall apply.
- 6.4 We are entitled to interrupt the operation immediately in the event of danger to equipment, cargo, personnel and/or third parties. We shall not lose our claim to payment of the agreed remuneration in the event of force majeure or if obstacles could not be averted despite reasonable efforts and utmost care. Disruptions due to weather conditions do not reduce our claim to payment of the agreed remuneration.

## IV. Additional Conditions for Carriage by Inland Waterway

1. Unless otherwise agreed between the parties, in the case of inland waterway transport the following provisions of this part IV. shall apply in addition to the provisions of the numbers I. and II. of these Terms of Offer. The provisions of this clause IV. shall prevail in the event of inconsistencies.
2. In the event of unforeseen waterway closures, stops due to high or low water, obstructions due to ice or other waiting times for which we are not responsible, we are entitled to charge the principal a demurrage rate which may have been agreed with the inland waterway vessel for such events.
3. Any necessary substructure and/or ballast for load distribution is excluded and must be agreed separately.

## V. Additional Conditions for Carriage by Sea

1. Unless otherwise agreed between the parties, in the case of sea transport the following provisions of this part V. shall apply in addition to the provisions of numbers I. and II. of these Terms of Offer. The provisions of this clause V. shall prevail in the event of inconsistencies.
2. Surcharges shall be invoiced as valid at the time of the transport performance against proof (vatos). This applies, for example, to additional sea freight surcharges (peak season surcharge, congestion surcharge, etc.) or short-term rate increases due to market conditions.
3. The transport shall be made on board a vessel, shipping company and flag of our choice. There are no restrictions in respect of the age or the flag of the vessels employed, unless otherwise agreed.
4. Necessary special loading gear (traverses, shackles, etc.) is to be provided by the principal.
5. Break bulk shipments and container shipments of any kind shall be loaded with "deck option".
6. If VGM data are not provided on time or are incorrect, any costs incurred as a result shall be borne by the principal.

#### **VI. Additional Conditions for International Carriage by Rail**

1. Unless otherwise agreed between the parties, in the case of international rail transport the following provisions of this part VI. shall apply in addition to the provisions of numbers I. and II. of these Terms of Offer. The provisions of this clause VI. shall prevail in the event of inconsistencies.
2. The Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) and the Convention concerning International Carriage of Goods by Rail (SMGS) shall apply to international carriage by rail.
3. Unless otherwise agreed, we shall provide suitable wagons and loading units at the agreed place of loading before the commencement of the transport. The principal shall inspect the wagons and loading units provided for their suitability and for visible defects before loading and shall inform us immediately of any complaints. The principal is responsible for loading and unloading, unless otherwise agreed.
4. Cargo units provided to us by the principal must be operationally safe and suitable for the cargo and the cargo must be stowed in an operationally safe and cargo-safe manner. The principal must provide proof of the operational and cargo safety of the stowage. The principal shall be liable for damage caused by unsuitable, defective or unsafe cargo units or stowage.
5. The principal shall issue a CIM/SMGS consignment note. If the principal places the transport order without using a CIM/SMGS consignment note, he is liable in accordance with § 414 HGB (German Commercial Code) for the correctness and completeness of all the information contained in the transport order.

#### **VII. Special Conditions for Carriage by Air**

1. Unless otherwise agreed between the parties, in the case of carriage by air the following provisions of this part VII. shall apply in addition to numbers I. and II. of these Terms of Offer. The provisions of this clause VII. shall prevail in the event of inconsistencies.
2. Any fuel and safety surcharges are invoiced against proof and as applicable at the time of transport (vatos).
3. We are not responsible for the goods having the status "secure" (depending on applicability SPX - Secured for Passenger Aircraft or SCO – Secured for Cargo aircrafts Only). Shipments without "secure" status will incur additional charges, which are not included in the quoted prices and are invoiced at cost and against written proof.

#### **VIII. Liability for independent, non-freight forwarding services, especially independent consultancy services**

1. Claims for damages and compensation against us regardless on which legal grounds only exist pursuant to the following terms of this clause and are otherwise excluded.
2. We are liable under the statutory provisions for culpably caused injury to life, limb and health including simple negligence as well as otherwise for wilful misconduct and gross negligence. We are further liable pursuant to statutory provisions if we concealed the deficiency in bad faith or issued a guaranty.
3. If there is no event which falls within sub- clause 2 above, our liability for loss or damage is excluded in the event of simple negligence, unless we have culpably breached a material contractual obligation. Material contractual obligations are those the performance of which make the proper fulfilments of the contract at all possible and on the compliance of which the customer regularly relies upon and is entitled to so rely.
4. Insofar as our liability for damages is excluded Insofar as our liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and the liability of our vicarious agents.

CONCEPTUM LOGISTICS GROUP

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