

Transport Order Confirmation



SCHENKER DEUTSCHLAND AG
FUERSTENAUER WEG 97
49090 OSNABRUECK
- stets i.V. der Schenker AG, Essen
VAT no.: DE811228366

Name: Tom Stegemann
Telephone: +4954169113242
E-Mail: tom.stegemann@dbschenker.com

Transport Order Confirmation No. OSNY01842



<https://eschenker.dbschenker.com/app/e-pod?token=LJVMA3MP3I5RFRE6AGVM5S4QSKA231VT>

Please scan the QR code or use the link to upload POD, Proof of Delivery, as soon as possible.

Fürst Transporte GmbH
Kurze Straße 2
31832 Springe
VAT nbr: DE310961055

Unit ID 1:
CM ID:
Haulier ID: DE753366
Telephone: +49 17655460151
E-Mail: l.fuerst@fuersttransporte.com

We hereby confirm, as discussed or communicated by e-mail/fax, that you shall undertake the following shipment(s) as specified in our order and on the basis of the general terms and conditions of Schenker Deutschland AG as set out on the following pages. If a valid framework agreement exists, this shall take priority over the general terms and conditions.

Schenkers Ref.: DEOSN403226412
Order No.: DEOSN0155465081

1. Load

BOSCH SOLARTHERMIE
PROZESSIONSWEG 10
48493 WETTRINGEN
GERMANY

Load ref: EL0005136647,5431222
Load date: 11.03.2024
Load time: 2024-03-11 08:00-15:00, -,-
Load advise:

Quantity	Type	Goods	L x W x H	Weight	LDM
5	EUROPALLET 120*80	default text	1,28 x 0,8 x 2,18	3068 kg	5,00
1	EUROPALLET 120*80		1,28 x 0,8 x 2,35		
6	EUROPALLET 120*80		1,2 x 0,8 x 1,2		

1. Unload

Bosch Thermotechnik GmbH c/o Geis
Wilhelm-Focke-Str. 1
29693 Hodenhagen
GERMANY

Unload ref: 45509815
Unload date: 12.03.2024
Unload time: 2024-03-12 07:45-08:00, -

Instructions: BID: 240308-050585
TMC Speed Order NT 4.96LDM 20.48CBM EL0005136647 Transport/Handling Instruction: 787682
CU
/ Schenker
5431222

Product: 72 DB SCHENKERpart load

Required Equipment: Vehicle Type: Standard
Body Format: Standard

Transport Order Confirmation



Freight: **320,00 €** all in

Remarks:

Die Rückgabe der Ablieferquittung (inkl. Kopie des Transportauftrags) muss innerh. von 7 Tagen erfolgen. Bei Nichteinhaltung dieser Frist behalten wir uns vor 30 EUR von der Fracht als Bearbeitungsgebühr abzuziehen. Sofern tauschfähige Packmittel verladen werden (GP+FP), hat der Frachtführer für den Tausch, Zug um Zug, beim Abs. und Empf. zu sorgen. Sollte dieses nicht erfolgen, behalten wir uns vor, für den Nichttausch 25 EUR je FP und 190 EUR je GP zu berechnen. Die anfallenden Beträge können gegen geschuldete Frachtbeträge verrechnet werden. Für den Fall, dass Sie bei Abholung von Waren bei Schenker oder Kunden von Schenker den Tausch Zug um Zug vornehmen, sind Sie verpflichtet, sich den Tausch durch eine von Schenker oder Kunden unterzeichnende Quittung bestätigen zu lassen. Sollte der Warenempf. keine Packmittel zum Tausch vorrätig haben (oder es gibt evtl. Sondervereinb.), gilt eine Packmittelentl. nur mit schriftlicher bestätigter Begründung des Kunden. Sollte der Tausch beim Abs./Empf. aus Gründen, die Sie als Frachtf. zu vertreten haben, nicht erfolgen, ist Schenker berechtigt, Ihnen durch den Nichttausch entstehende Kosten in Höhe von 2 EUR je FP und 5 EUR je GP in Rechnung zu stellen. Wichtig: Auch wenn im Ladeauftrag kein Packmitteltausch vereinbart wurde, müssen dennoch sämtliche Packmittelbewegungen sowohl bei Abholung als auch bei der Zustellung durch unterzeichnete Original Belege dokumentiert werden.

ADR: ☐ Yes ☒ No

Customs Clearance: ☐ Yes ☒ No

License Plate:

Regards
SCHENKER DEUTSCHLAND AG
Tom Stegemann

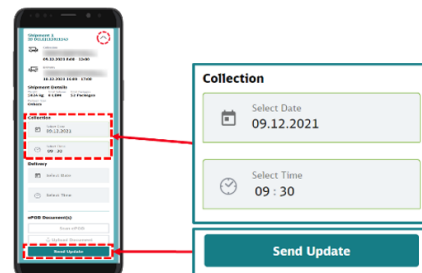
The transport order is subject to the general terms and conditions of Schenker Deutschland AG set out on the following pages. If a valid framework agreement exists, this shall take priority over the general terms and conditions.

ePOD Upload Tool – How it works...

1. Click on the Link or scan the QR code on the Transport Order Confirmation to enter the tool.

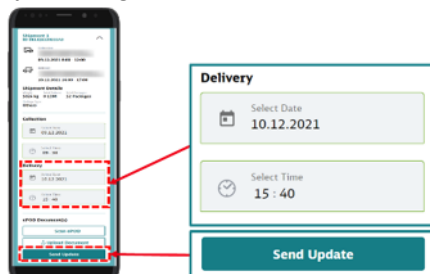


2. Extend the view by clicking on the arrow and provide the collection date & time. Confirm by clicking the “Send Update” button.

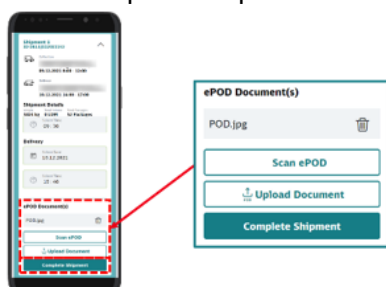


If the POD is not yet available...

3. Once the shipment is delivered, enter the tool again and provide the delivery date & time. Confirm by clicking the “Send Update” button.



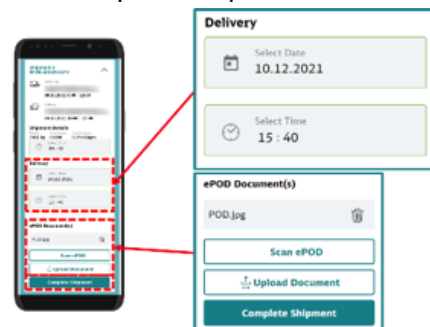
4. Once the Proof of Delivery is available, enter the tool again and upload the document. Confirm by clicking the “Complete Shipment” button.



Done!

If the POD is already available...

3.+4. Once the shipment is delivered, enter the tool again and provide the delivery date & time. Upload the Proof of Delivery. Confirm by clicking the “Complete Shipment” button.



Done!

General Terms and Conditions for Orders

Note: Please ensure to contact us for required prior approval/information on your subcontractors.

1. Legal basis: German law applies. In particular, the statutory provisions of the HGB / GüKG apply to national transports; in cross-border transports, the CMR apply with priority.
2. Liability: **The Contractor is liable within the scope of the statutory provisions. Furthermore, the Contractor is liable to DB Schenker within the scope of national transports in the event of loss/damage to the amount of 40 special drawing rights per kilogram of gross weight of the consignment. Insofar as DB Schenker is only liable to its Contractor to a lesser extent, DB Schenker will inform the Contractor of this after the damage has occurred. In this case, the Contractor's liability is limited to the liability amount agreed by DB Schenker with its client.** In the case of international road haulage, the mandatory provisions of the CMR apply. The Contractor fully and irrevocably indemnifies DB Schenker against all direct and indirect claims by third parties resulting from the Contractor's failure to adequately implement the counter-terrorism measures required by law. For transports in cross-border traffic, the Contractor guarantees the conclusion of goods damage liability insurance within the framework of the maximum liability limit of the CMR. The Contractor is further obliged to take out, at its own expense, business and environmental liability insurance with a lump sum cover per insured event of € 2.5 million for property damage and personal injury and € 500,000 lump sum for financial loss, as well as motor vehicle liability insurance with € 50 million cover for property damage and personal injury for each of its vehicles used by DB Schenker.
3. Permits/ Authorisations / Assurance: The Contractor assures that the necessary permits, authorisations, insurances and authorisations according to §§ 3, 6 and 7 a, 7 c GüKG for the transport performance are available. These must be carried on every journey. The Contractor guarantees to comply with all relevant, nationally and/or internationally applicable laws and other regulations governing the minimum wage when carrying out orders from SCHENKER. This applies in particular, but not exclusively, to the German Minimum Wage Act and, for example, the French Minimum Wage Act ("Loi Macron"). The Contractor further assures to oblige subcontractors and lenders commissioned by him to the same extent. The Contractor will provide evidence of the fulfilment of the assurances upon request.
4. The Contractor undertakes to indemnify SCHENKER against all claims by third parties, in particular claims by its own employees, any subcontractors or claims by employees of the subcontractor or a contracted hire company arising from or in connection with the national and/or international laws and regulations governing a minimum wage referred to in clause 3, which result from the execution of orders of the Principal by the Contractor. The obligation to indemnify expressly also applies to claims by social security institutions and tax authorities. SCHENKER undertakes to inform the Contractor without delay if a claim is made against it by employees or subcontractors or a commissioned hirer in connection with provisions of a minimum wage law or learns that such claims are being asserted by third parties, in particular by employees of the subcontractor or a commissioned hirer or social insurance agency or tax authorities. If SCHENKER or one of its organs or employees is legally sentenced to a fine or penalty due to or in connection with the national and/or international minimum wage regulations mentioned in clause 3 in connection with the execution of orders of SCHENKER by the Contractor due to negligent violation of regulations or if an instruction/imposed fine is issued according to the regulations of the Code of Criminal Procedure or a forfeiture is ordered according to the regulations of the Code of Criminal Procedure or the OWiG, will reimburse the Contractor or the respective person charged with the fine or penalty to be paid or an amount imposed or ordered to be forfeited, insofar as this does not constitute obstruction of justice. The aforementioned obligation to assume responsibility applies accordingly to fine and criminal proceedings or other regulatory proceedings abroad. In addition, the Contractor reimburses SCHENKER or the party charged in each case for the legal and actual costs incurred for legal prosecution / defence in connection with administrative offence and/or criminal proceedings or other regulatory proceedings. Furthermore, the Contractor undertakes to inform SCHENKER immediately if administrative offences and/or criminal proceedings or other regulatory proceedings are initiated against him in connection with the minimum wage regulations mentioned in clause 3 or if he becomes aware of corresponding investigations - also against its subcontractor or a contracted hire company. A breach of the contractual assurance pursuant to clause 3 also entitles the Principal to extraordinary termination, notwithstanding the above provisions.
5. If the Contractor breaches its contractual assurance in accordance with section 4, it is obliged to pay a contractual penalty of € 10,000 per case of breach. The breach entitles Schenker to extraordinary termination, without prejudice to further rights.
6. Driving personnel/ driving and rest times: The Contractor undertakes to deploy only driving personnel with the required work permits and driver certificates in accordance with Sections 7b and 7c of the GüKG and to ensure that the relevant official certificates and required permits (with an officially certified translation in German) are carried on each journey and handed over to DB Schenker or DB Schenker's client for inspection on request. Furthermore, the Contractor expressly undertakes to comply with the driving and rest times prescribed by law (e.g. by EU regulations) and to properly keep and store the records required by the relevant regulations. All documents and evidence documenting compliance with the aforementioned regulations must be handed over to DB Schenker for inspection upon request.
7. The Contractor assures that the freight space for the named consignment(s) will be provided on the agreed dates and with the agreed vehicle / equipment. If the agreed capacities are not provided on time, Schenker reserves the right to process the orders concerned elsewhere. Any additional costs arising from this will be borne by the Contractor.
8. Disruptions in the transport process: Any disruptions in the transport process that lead or could lead to delays must be reported immediately (by telephone); this applies in particular in the event of accidents, damage to the goods or other obstacles to transport or delivery. In any case, the Contractor is obliged to obtain instructions from DB Schenker without delay.
9. Transhipment ban: Transhipment of the goods or parts of the goods may only take place with the prior approval of DB Schenker. If such authorisation is granted by DB Schenker, the carrier has to proceed with due diligence. The transfer of transport orders to third parties without the corresponding written consent of DB Schenker is hereby expressly prohibited. In the event of unauthorised transfer to third parties, a contractual penalty of € 2,500 will be due. DB Schenker expressly reserves the right to claim further damages.
10. Exchange obligation and confirmation of non-exchange: In principle, the Contractor (both SD and LD-Contractor; see below) is responsible for the exchange as well as the return of the loading equipment subject to exchange (LE) taken over by him within a reasonable period of time (maximum 10 working days after delivery to the recipient). The Contractor receives remuneration for the exchange and return of the LE. This remuneration is part of the freight remuneration and is compensated with it. In cases where the consignee does not exchange the LE, the Contractor is obliged to have this confirmed on the shipping documents or on the scanner. The IT-Contractor (see below) is also obliged to have an immediate exchange (1:1) of the LE with the consignor confirmed by the consignor in writing. Checking the exchangeability of the pallets: When taking over LE (both full and empty), the Contractor must check that they are exchangeable in accordance with the exchange criteria of EPAL (European Pallet Association - International Quality Assurance for EUR Pallets) and, in the event of deviations, make a corresponding clear note on a non-exchange receipt or the takeover receipt and have this confirmed by the client.
 Procedure for local transport operators (SD-Contractor): After the delivery list has been approved, the LE subject to exchange are debited to the Contractor's loading equipment account. The SD-Contractor receives a daily list of all transports and the LE exchange (PKS by e-mail). If the LE are not returned within a reasonable period (maximum 10 working days after delivery to the recipient), SCHENKER is entitled to irrevocably invoice the SD-Contractor for the LE at the current market price (price at the time of invoicing). Exchanged LE that do not meet the exchange criteria of EPAL will not be recognised by SCHENKER as proper/exchangeable and will also be debited from the loading equipment account of the SD-Contractor managed by SCHENKER.
 Procedure for long-distance hauliers (LD-Contractor): After release of the transport order, the loading equipment account of the LD-Contractor managed by SCHENKER is debited with the LE subject to exchange taken over by the LD-Contractor. If the LE are not returned within a reasonable period of time (maximum 10 working days after the end of the month in which the delivery took place) or if a non-exchange receipt drawn up at the recipient's premises and signed by the recipient is submitted as a substitute, SCHENKER is entitled to irrevocably invoice the LE to the LD-Contractor at the current market price (price at the time of invoicing). Exchanged LE that do not meet the exchange criteria of EPAL are not recognised by SCHENKER as proper/exchangeable and therefore do not lead to a discharge of the loading equipment account of the LD-Contractor managed by SCHENKER.
 Settlement of the loading equipment account: The Contractor will receive a monthly account statement which must be reconciled by 14 working days after receipt. If this is not done, SCHENKER can irrevocably invoice the existing balance at the current market price (price at the time of invoicing).
11. The delivery receipts and any loading equipment receipts (transport receipts) for all consignments of the commissioned transport under consignment reference must be made available electronically by the carrier within 5 working days after delivery of the consignments.

In the transport order, original documents may be required in addition to electronic transmission by request of the client, loading equipment, etc.. These requirements apply before the regular case. The Contractor must additionally provide the delivery receipts electronically in advance. The deadline for submitting the original receipts is 10 days.

If the above-mentioned transmission deadlines are exceeded without prior agreement, Schenker is entitled to charge a flat-rate processing fee of € 30 per order as compensation for expenses.

In addition to the transport receipts, the transport operator must transmit loading and unloading events via electronic platforms (driver app - Connect to Drive or E-POD -Electronic - Proof of Delivery) to SCHENKER within one hour in accordance with the transport order confirmation.

If a delivery / loading equipment receipt is not submitted to SCHENKER, SCHENKER is entitled to withhold payment for the transport in question until the Contractor submits the missing documents. This applies to electronic or original receipts.

The original receipts have to be kept for 3 years at the end of the calendar year, unless already submitted by the Contractor after execution of the contract, and the originals must be available on request.

12. Payment of the agreed freight and any expressly agreed additional charges will be made **exclusively** on the basis of a credit note procedure on the part of Schenker. As a rule, 60 days are agreed as the term of payment. Payment shall be effected following the delivery of all delivery documents and delivery certificates subject to them not containing any note on damage.
13. The Contractor is furthermore obliged to check containers, swap bodies, trailers, air freight containers and any other transport container for integrity prior to acceptance. Any damage must be reported immediately and instructions obtained. Should damage be found on the return of containers, swap bodies, trailers, air freight containers and any other transport container which, contrary to the above obligation, was not reported immediately and any instructions not obtained, the Contractor is liable to pay compensation for this damage. This does not affect the Contractor's liability for damage caused by him in the period after takeover until the return of the said transport containers to him. The Contractor is advised to take out insurance against any damage to the transport containers provided to it for the purpose of transport, both free of charge and in return for payment.
14. Hazardous goods: In the case of hazardous goods transports, the Contractor is only obliged to use drivers who have been instructed in accordance with 8.2.3 ADR and, if necessary, have a valid ADR certificate. Vehicles must be equipped for the transport of hazardous goods with orange-coloured marking in accordance with section 5.3.2 ADR, fire extinguishing equipment in accordance with section 8.1.4 ADR and other protective equipment in accordance with section 8.1.5 ADR and written instructions in accordance with section 5.4.3 ADR.
15. Right of lien/right of retention: Any rights of lien and/or right of retention of the Contractor are hereby expressly excluded.
16. ADSp / GTC exclusion: The ADSp, the Logistics GTC and the VBGL are not valid for the execution of this transport order, even if the Contractor is a freight forwarder. Any notes to the contrary on forms used in correspondence between DB Schenker and the Contractor are not valid in this respect. The same also applies to the Contractor's General Terms and Conditions of Business, even if DB Schenker does not expressly object to their inclusion.
17. Compliance with legal provisions: The Contractor expressly undertakes to comply with all relevant statutory provisions relating to the performance of the transport, in particular with regard to permissible weights and dimensions, driving and rest periods, cabotage traffic and compliance with hazardous goods and environmental regulations. Unless otherwise agreed, the Contractor undertakes to load and unload the goods in a manner safe for operation and transport in accordance with Section 412 (1) of the German Commercial Code (HGB) and always provides a sufficient number of state-of-the-art transport units and load securing aids. Any penalties etc. resulting from non-compliance with this provision will be borne by the Contractor. The Contractor irrevocably indemnifies DB Schenker against any claims by third parties resulting from non-compliance with statutory provisions.
18. Confidentiality / data protection: The Contractor undertakes to keep secret all information of which he becomes aware from the execution of the order and not to pass this on to third parties. In any case of unauthorised disclosure of information to third parties, a contractual penalty of € 10,000 will be due. DB Schenker expressly reserves the right to assert claims for further damages. The obligation to maintain confidentiality remains in effect even if the contractual relationship is terminated. The Contractor expressly undertakes to oblige its vicarious agents accordingly. Both parties comply with the requirements of the respective applicable data protection regulations. The Contractor undertakes to ensure that its staff comply with the relevant statutory provisions on the protection of personal data and trains its staff in this respect. If the applicable data protection law contains special principles that are mandatory for the provision of the service (for example, compliance with data protection-friendly implementation of technical requirements through privacy by design or privacy by default), the parties will place particular emphasis on practical implementation. If the performance of a service by the Contractor is connected with activities for which, in Schenker's opinion, the conclusion of a processing contract is required in accordance with the respectively applicable provisions of data protection law (for example within the meaning of Article 28 of the European Data Protection Regulation (GDPR)), the Contractor is obliged to conclude such a contract without delay on the basis of Schenker's model contract with the respectively specifically required amendments. Personal data has to be treated confidentially by the Contractor in any case. The Contractor guarantees strict compliance with the relevant data protection regulations and fully and irrevocably indemnifies SCHENKER against all claims by third parties arising from non-compliance with these regulations / laws.
19. Customer protection
 - 1) Insofar as the Contractor provides further services for the Principal in the future on the basis of the order confirmation as a sample, the following applies: During the term of the contractual relationship and for a period of twelve (12) months thereafter, the Contractor is not allowed to directly or indirectly approach or otherwise actively offer to provide services similar to or in competition with the services to clients or customers of Schenker with whom the Contractor has come into contact as a result of the provision of the services and/or about whom the Contractor has received contact information.
 - 2) The Contractor is also in breach of clause 19(1) if the prohibited conduct is committed by another company belonging to the Contractor's group.
 - 3) Clause 19 (1) does not affect the Contractor's right,
 - (i) participate in all tenders of Schenker's clients or
 - (ii) accept orders from Schenker's clients as long as the business relationship between the Contractor and the respective client of Schenker was not initiated by the Contractor.
 - 4) For the avoidance of doubt, clause 19 (1) does not prohibit the Contractor from providing or offering to provide services to Schenker's clients that are dissimilar and not in competition with the services of Schenker.
 - 5) The Contractor acknowledges that a breach of clause 19 (1) will cause serious and substantial loss and damage to Schenker, both financial and non-financial, and that such breach will entitle Schenker to terminate the contractual relationship without any liability. Such a breach also entitles Schenker to obtain reasonable and injunctive relief to prevent continued or further breach by the Contractor and further entitles Schenker to seek compensation from the Contractor for the financial loss suffered.
 - 6) Pursuant to section 19 (5), the Contractor is obliged to pay Schenker an amount of € 10,000.00 in the event of a breach by the Contractor of sections 19 (1) and (2). This amount is payable by the Contractor within thirty (30) days from the date of Schenker's notice of breach. For the avoidance of doubt, this sum will be taken into account in the payment of damages by the contractor awarded to Schenker by a court.
20. Shipper's COD, freight COD, customs duties, ITT, which are documented on the delivery documents or with the help of the on-board communication devices, must always be collected in cash from the recipient by the delivering driver. Delivery without cash on delivery may only take place after express written instruction by the SCHENKER office placing the order. If the Contractor breaches this agreement and collection of the amount is not possible, the Contractor is liable for the uncollected amount.

In the event that a debt collection is possible, the Contractor is liable for the costs incurred by SCHENKER as a result of the debt collection procedure. In the event of default, SCHENKER is entitled to make an offset against the entrepreneur's freight.

The Contractor is also liable to SCHENKER for any damage incurred by SCHENKER in connection with the Contractor's failure to collect and pay the toll.
21. The Contractor declares that goods stored, transported, transhipped, delivered to or taken over by the Principal [or as designated in the contract] (with Authorised Economic Operator status - AEO)
 - 1) are stored, handled and loaded at secure operating sites and secure handling locations; and,
 - 2) are protected from unauthorised access during storage, loading, handling and transport,
 - 3) that the personnel employed for the above-mentioned activities (storage, transport, transshipment and acceptance of such goods) are reliable (verification by screening against the applicable sanctions lists), and
 - 4) that business partners acting on behalf of the Contractor are informed that they must also take measures to secure the above supply chain (as 1-3).

22. Compliance:

The Contractor represents and warrants that it will perform and will ensure that any affiliate of the Contractor and any other third party performing for the Contractor hereunder (hereinafter collectively referred to as "**Representatives**") will perform, the duties and obligations under this Agreement in compliance with all applicable laws, rules and regulations, including, but not limited to applicable anti-corruption laws. The Contractor also represents and warrants that it will comply with, and will ensure that its Representatives will comply with, the **DB Code of Conduct for BPs** (downloaded by Contractor from the website https://www.deutschebahn.com/resource/blob/6928916/49c9adc6b882ddd5c75b1cd2465caced/englisch_may-data.pdf) and the **Standards of Business Conduct** (downloaded by Contractor from the website standards-of-business-conduct-data.pdf (dbschenker.com)) when performing the duties and obligations under this Agreement. This requirement may be fulfilled by Contractor by ensuring adherence to own and at least equivalent policies or processes.

A breach of criminal laws (e.g. anti-corruption laws) by Contractor (including its Representatives) in connection with the performance of its duties and obligations under this Agreement or an investigation of Contractor by governmental authorities in relation thereto shall always be deemed a material breach for purposes of this Section 22. In the event that SCHENKER has reason to believe that a material breach of a representation and warranty has occurred, Contractor shall cooperate fully and in good faith with SCHENKER in order to determine whether a material breach has occurred.

The Contractor further represents and warrants that:

- it agrees that the export, import and re-export of goods may be subject to certain trade laws and regulations validly enacted by a competent authority, which may include, inter alia, European Union and United States export laws and regulations ("Trade Regulations").
- it warrants and represents that, in the fulfilment of its obligations under the Agreement, it shall comply with all applicable Trade Regulations, which may include, but are not limited to sanctions requirements and restricted party screening in export, customs, import and in-country activities.
- it further warrants and represents that neither itself nor its affiliated companies, shareholders or directors have been previously, or are currently, listed on any applicable sanctions or denied parties list ("restricted party"), which may include, inter alia, EU and U.S. lists. Vendor further warrants and represents that it is currently not owned by 50% or more, individually or in the aggregate, by one or more restricted party(s).

In its business and along its supply chain Contractor agrees to protect and apply human rights, social minimum standards and environmental standards stated in the legislation which is applicable in the country where SCHENKER, SCHENKER AG and/or Contractor are registered and/or where the SERVICES are provided, irrespective of whether such legislation is directly applicable to Contractor or not (e.g. Germany: Lieferkettensorgfaltspflichtengesetz, France: Loi relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre, Nederland: Child Labour Due Diligence Law, Great Britain: Modern Slavery Act).

In the event that a breach of representations and warranties has occurred, Contractor shall – to the fullest extent legally permitted – indemnify, defend and hold harmless SCHENKER and its affiliates from and against any and all damages, claims, costs, liabilities, expenses or other losses resulting from or in connection with such breach. Further, in the event that a material breach of representations and warranties has occurred, SCHENKER shall have the right to terminate this Agreement by written notice (facsimile is sufficient) with immediate effect. Such termination will not affect or prejudice any right to damages or other right or remedy which SCHENKER may have pursuant to this Agreement or applicable laws. SCHENKER will be entitled to withhold any payments due or outstanding and may set-off such amounts against all damages, claims, costs, liabilities, expenses or other losses resulting from or in connection with such breach.

Contractor shall not engage the services of third parties (including any subcontractors or agents) for the performance of its duties and obligations under this Agreement unless such third party (i) subjects itself to contractual compliance provisions that are in all material respects similar to those contained in this Section 22 and (ii) has been approved by SCHENKER in writing prior to engagement. Section 9 remains unaffected.

Implementation of Art. 5k (1) (a) - (c) of Regulation (EU) No. 833/2014 as amended by Art. 1 No. 23 of Council Regulation (EU) 2022/576 of 8 April 2022 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine.

(1) The CONTRACTOR assures that it is not a person, entity or body as listed below:

(a) a Russian national, or a natural or legal person, entity or body established in Russia;

(b) a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50% by an entity referred to in point (a) of this paragraph; or

(c) a natural or legal person, entity or body acting on behalf or at the direction of an entity referred to in point (a) or (b) of this paragraph.

(2) The CONTRACTOR further assures that no person, entity or body as defined in No. 1 above is involved as a subcontractor or supplier within the scope of this contract.

(3) SCHENKER must be immediately notified in writing of any changes, within the meaning of Russian involvement as outlined in clauses 1 and 2 above, that affect the CONTRACTOR itself or the subcontractors or suppliers used by the CONTRACTOR within the framework of this contract.

(4) The CONTRACTOR further assures to oblige its subcontractors and suppliers to the same extent.

23. Legal obligation related to political exposed person and ex. DB board member:

23.1 Contracts with active or former Board of Management members and managing directors or senior managers from German and foreign companies that are affiliated with Deutsche Bahn AG pursuant to Section 290 of the German Commercial Code (HGB), as well as Group executives and politically exposed persons (PEP), are subject to special provisions and approval processes conducted by SCHENKER and Deutsche Bahn AG due to specific legal and internal DB requirements or specific public interests/reputation risks. A politically exposed person (PEP) in this context means any person who holds or has held a high-ranking prominent public office at the international, European or national level (or who holds or has held a public office of comparable political importance below the national level). This includes, in particular, a) heads of state, heads of government, ministers, members of the European Commission, deputy ministers and state secretaries, b) members of parliament and members of comparable legislative bodies, c) members of the leadership bodies of political parties, d) members of the leadership bodies of audit courts, e) members of administrative, leadership and supervisory bodies of state owned companies in Germany or abroad. Formerly holding a position of this kind refers to a) holding one of the aforementioned offices less than two years ago or b) holding a position on the Board of Directors or as a managing director, senior manager or executive within the DB Group at any point, regardless of how long ago this was.

23.2 For this reason, Contractor, if he/she is a natural person, undertakes to notify SCHENKER in text form if he/she belongs to one of the groups of persons mentioned in cl. 23.1. If Contractor is a legal entity or company, he/she undertakes to notify SCHENKER in text form if a natural person belonging to one of the groups of persons mentioned in cl. 23.1 directly or indirectly holds more than 25% of the capital shares or voting rights within the contractor's company.

23.3 Any breaches of the obligations imposed by cl. 20.1 and 20.2 shall entitle SCHENKER to terminate the contract without notice, for cause. Further rights and claims of SCHENKER remain unaffected.

24. Assignment: The Contractor is not entitled to assign or otherwise transfer rights and obligations arising from this transport order without the prior express written consent of DB Schenker.

25. Place of jurisdiction: The exclusive place of jurisdiction for both parties is the registered office of the commissioning Schenker office.

26. Miscellaneous: Should one or more of the above provisions become invalid and/or ineffective, this does not affect the remaining content of this transport order. Amendments and supplements must be made in writing. This also applies in the event of a possible waiver of this written form requirement. No verbal ancillary agreements have been made.