

Order Number

1456/SI/2024

Order Date

19/01/2024

Order issued by:

GRUBER LOGISTICS GMBH

MARBURGERSTRASSE 390

57223 KREUZTAL

GERMANY

VAT Nr: DE251273055

Customer Service:

Alina Franke

alina.franke@gruber-logistics.com

CUSTOMER
SERVICE

Supplier Name:

Fürst Transporte GmbH

Supplier Code:

13/F/82722

Truck Plate:

Missing

Trailer Type

Megatrailer

Trailer Plate:

Missing



Loading Address

Name

Volkswagen AG

Address

Hunsrückstraße (Tor Süd, LKW-Wache)

Zipcode and city

34225 - Baunatal

Country

Germany



Unloading Address

Name

Volkswagen Aktiengesellschaft

Address

Hansastraße 51

Zipcode and city

30405 - Hannover

Country

Germany

Requested date/time

19/01/2024 - at 15:00

FIX

Note

Lade ID 140124011100112

Requested date/time

19/01/2024 - from 16:00 to 20:00

FIX

Note

Anlieferstelle: H.43 Abladestelle 1299-R4

Goods Detail:

Mega Plane inkl. Hubdach - 1 Pcs:

Dimensions: **13600 x 2400 x 3000 mm** Weight: **24000 kgs**

Order Remarks

- Mega Plane inkl. Hubdach Achtung ! Für
Be und Entladung müssen Zeitfenster
gebucht werden

Item	Amount
Freight	450,00 €
Total	450,00 €

Payment terms:

30 DAYS

GRUBER Logistics GmbH ("GRUBER")

General Terms and Conditions of Transport ("GTC")

Disclaimer: GRUBER Logistics offers its suppliers a feature to download a copy of MyDesk order for the sake of usability. In case of potential modifications, the downloaded order may not be fully aligned to the MyDesk version, which is always up-to-date and represents the legally binding contract between GRUBER Logistics and the supplier.

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§ 1 General

1.1. The following Terms and Conditions of Transport shall apply to all transport, freight forwarding, warehousing and subcontractor orders placed by GRUBER Logistics GmbH ("GRUBER" hereinafter) including all branches and offices with domestic and foreign Contractors and carriers ("Contractor").

1.2. The contract is concluded by GRUBER placing the order and acceptance or execution of the order by the Contractor. These GTC shall be incorporated into the contract by reference in the order. These GTC shall apply exclusively; any terms and conditions of the Contractor that conflict with or deviate from the GTC, such as in particular the Adsp, shall not be recognized or accepted unless GRUBER has expressly agreed to them. The GTC shall also apply if GRUBER accepts the Contractor's services without reservation in the knowledge that the Contractor's terms and conditions conflict with or deviate from the GTC.

1.3. The Contractor is obliged to comply with the national and international provisions and laws applicable to the performance of the transport in all circumstances not specifically regulated by these GTC. In particular, the Contractor shall maintain its operating licence required for the performance of the transports and provide GRUBER with evidence thereof upon request. In particular, he shall refrain from any corruption, bribery and the payment of so-called acceleration payments. His employees and drivers shall be regularly and demonstrably informed about the prohibition of the consumption of alcohol and drugs. The Contractor is obliged to carry out checks at irregular intervals and to provide evidence of these.

1.4 Services are meant to be performed by the Contractor's own vehicles/personnel. Subcontracting is only allowed in case of written allowance by GRUBER. In case of violation of this clause Contractor shall pay a penalty: the amount will be defined under GRUBER's equitable discretion upon estimation of the severity of the violation. The amount shall be disputed under ruling of the competent court. GRUBER expressly reserves the right to claim damages in excess thereof, so that the penalty shall be added to any potential damages.

No verbal collateral agreements have been made. These GTC apply to entrepreneurs in the sense of § 14 BGB (German Civil Code) only. They shall also apply to any future businesses with the Contractor.

§ 2 Orders

Orders of GRUBER shall be deemed accepted if they have not been objected to immediately (cf. § 362 HGB).

In case of entirely or partial deficiency in the execution of the services, GRUBER will hold the Contractor responsible for any arising costs and consequences, including any loss of profit, interest and business opportunities, without any limitation to the liability and without the need of any legal notice.

§ 3 Remuneration of the Contractor

3.1. The price stated in the order shall be binding and agreed as a fixed price if the Contractor does not expressly and immediately – before execution of the order – object in writing. Any common ancillary services are included.

3.2 The processing of demurrage claims requires that demurrage/waiting times are reported in writing and confirmed in the transport documents by senders/receivers with stamps, signatures and names in block letters. In addition, a copy of an electronic tachograph printout must be enclosed with the invoice.

3.3. The agreed freight rates include the following free waiting time:

- 4 hours for loading
- 4 hours for unloading
- 48 hours for customs clearance, loading and unloading outside the EU.

In the event of non-compliance with the loading/unloading deadlines, time slots/bookings, the Contractor shall lose all entitlement to this remuneration for waiting time and/or demurrage.

3.4. The remuneration shall become due when the Contractor has provided evidence of the proper fulfilment of the order and the invoice duly mentions the order reference indicated in the order. In case of transports, this includes the provision of transport documents and proofs of delivery without reservations duly countersigned by the receiver.

3.5. Invoices can only be processed if they specifically state the order performed and show the reference or item number contained in the order letter. The agreed payment terms between GRUBER and Contractor apply. GRUBER shall be



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entitled to rights of set-off and retention to the extent provided by the law. GRUBER is the freight payer. § Section 421 para. 2 of the German Commercial Code (HGB) is excluded.

§ 4 Delivery times

4.1. The delivery time stated in the order shall be binding and shall be observed by the Contractor in any case. If no delivery period is specified, the Contractor shall deliver the goods within the period that can reasonably be expected of a diligent carrier taking into account the circumstances.

4.2. In the event of non-compliance with the above section 4.1, the Contractor shall indemnify GRUBER against all claims of third parties which they assert against GRUBER due to non-compliance with the delivery deadline. This indemnification obligation corresponds to the cause and the amount of GRUBER's possible liability obligation and includes possible contractual penalties of the customer. The Contractor shall not be entitled to invoke limitations of liability under international conventions and/or local laws, unless these apply mandatorily or GRUBER can also claim these limitations of liability.

§ 5 Execution of the orders

5.1. The Contractor waives any interest to canvass the customer. The Contractor may not offer, initiate, enter into or carry out forwarding and transport transactions, either directly or indirectly via third parties, for GRUBER customers, their consignees, trading agents, etc. in connection with GRUBER transport orders or other forwarding transactions of which the Contractor has become aware in the course of its activities for GRUBER, nor may it pass on such orders to third parties. This prohibition shall apply within a period of six (6) months after conclusion of the order. For each case of culpable infringement, the Contractor shall pay a lump sum for damages, the amount of which shall be determined by GRUBER at its reasonable discretion, taking into account the severity of the infringement. In case of dispute, the amount shall be reviewed by the competent court. GRUBER expressly reserves the right to claim damages in excess thereof, so that the lump sum shall be credited against any damages. If Contractor is directly or indirectly approached by the above-mentioned companies/persons to carry out forwarding/transport orders, Contractor shall immediately inform GRUBER thereof and Contractor and GRUBER shall jointly reach an agreement on how to proceed.

5.2. The Contractor undertakes to take out goods damage liability insurance with a sum insured of at least 1 million Euro, which also includes insurance cover to the usual extent for so-called sensitive goods, i.e. goods that are particularly at risk of theft. It must also be made clear that the drivers are not representatives and that the Contractor shall not be held responsible for any breaches of safety and parking regulations by the drivers.

5.3. Unless otherwise expressly agreed in writing, packagings/supports must be exchanged. For this service the Contractor receives an additional fee, which is already included in the agreed freight rate. The transport order is considered fulfilled only after the packagings/supports are returned in the agreed quantities and quality; this means the compensation is due only when the exchange was duly executed subject to the specific dispositions.

After the delivery of the goods at the receiver's premises Contractor shall return to the sender the packagings/containers in the same quantity and type (UIC-Standard 435/2-4, DIN-Norm 15145/4 or EHI-Anforderungsprofil) within 14 days from the collection.

Once the 14-day period has gone and the exchange balance indicated Contractor is in debt towards GRUBER then the relevant costs per packaging/support will be invoiced to the Contractor, plus a 25 Euro processing fee. GRUBER has the right to compensate this amount with any pending payment and consider any packagings/containers returned after this threshold not to be compensated with the invoiced debt.

In case the carrier will perform one-by-one (Zug-um-Zug) direct exchange when collecting goods at GRUBER or third-party (GRUBER's customers) premises then he will be obliged to get a duly undersigned confirmation receipt from GRUBER or GRUBER's customer. In case the receiver has no suitable packagings/containers to exchange (or in case of special agreements), the pallet credit towards the Contractor will be recognised subject to a written confirmation provided by the customer. In case no exchange can take place at the unloading place and the Contractor is responsible for this, then GRUBER has the right to invoice the missed exchange to the Contractor.

If the receiver belongs to a pallet network (e.g., DPL) the Contractor will still maintain the obligation to exchange one-by-one the containers/supports: if this is not possible or must be postponed, then the pallets delivered will have to be receipted in writing. The receipt must take place in such a way that it will be possible to enforce a claim towards the receiver for the missed exchange.



IMPORTANT: even if for the transport order a no-exchange service was agreed, any transactions at the loading and unloading places must be proven by written, undersigned receipts.

5.4. The Contractor is obliged to perform the loading and unloading activities. If the loading and/or unloading is carried out by third parties or employees of GRUBER, these shall be vicarious agents of the Contractor. The Contractor shall be responsible for the condition and quantity of the goods taken over during transport that are safe for operation and transport. Therefore, in the event of irregularities, loading must be stopped and GRUBER's instructions obtained. Without GRUBER's instructions, loading may not be continued. The Contractor or his driver shall check the correct loading and securing of the goods.

5.5. Acceptance by number of items is agreed. If it is not possible to take over the consignment by number of items, GRUBER shall be informed immediately. A note by the driver on the (CMR) consignment note that he was not able to take over the consignment by number of items shall not release the Contractor from liability. The driver is obliged to check the consignments for any packaging defects and, if these are present, to obtain instructions immediately. If the packaging is damaged, soiled, insufficient or opened, this must be noted in writing on the (CMR) consignment note. In the event of any irregularity, GRUBER shall be informed immediately in order to obtain instructions.

5.6. The Contractor shall carry out proper interface checks. In the case of packed pallets, the individual packages are to be checked - on a random basis - for number and condition. The journey shall be started immediately after loading and by the shortest route, unless a special route or specially agreed delivery time has been agreed. For all consignments accepted on behalf of GRUBER, a general prohibition of reloading and additional loading applies. In accordance with CMR Art. 26.1, a special interest in the punctual provision of the truck as well as the punctual delivery of the goods as specified above is declared and agreed.

5.7. The Contractor shall only use EU citizens or drivers who have a valid work permit for the transports. This must be carried by non-EU citizens and shown to GRUBER on request. The Contractor undertakes to indemnify GRUBER against all claims arising from a breach of this obligation. Valid ATP certificate and customs seal as well as transport permits and concessions shall be provided and kept available by the Contractor. He shall check whether all documents necessary and useful for the transport are available and obtain and make available all permits to be provided, including any visas that may be necessary.

5.8. Contractor's driver must make sure that the receiver properly confirms receipt of the goods and their state. Contractor shall upload his invoice on GRUBER's MyDesk on-line platform and shall observe the instructions and deadlines set by GRUBER as per article 5.13. The payment term is defined on the transport order and will start upon uploading of a correct invoice and digital, readable, hi-res transport documents (conformity of the transport documents will be checked by GRUBER within 24 hours). Without a digital delivery receipt matching GRUBER criteria, no payment will be executed. Contractor hereby undertakes and confirms that the freight agreed covers all costs and is profitable.

5.9. The Contractor is obliged to observe the rest and driving times of his drivers in accordance with the applicable national and international regulations and to check their observance by regularly checking the legally prescribed recording devices.

5.10. When carrying out the transports, security measures appropriate to the value of the goods shall be taken. The value shall be requested from GRUBER by the Contractor upon acceptance of the order. If the value of the consignment has not been enquired or if it exceeds € 50,000, the vehicles must not be left unattended at any time and must be manned by two drivers or at least two persons if necessary. The driving schedule shall be arranged in such a way that rest periods are carried out at guarded and secured parking places. In case of emergencies, an emergency number or emergency service shall be set up, which is appropriately trained and can initiate the necessary measures for the protection or, if necessary, the recovery of goods.

5.11. Every vehicle shall be equipped with state-of-the art materials for cargo securing (this means 20 straps, 40 corner protections, 2 retaining bars and 40 anti-slip mats). The truck and the trailer shall comply with the DIN EN 12642 (Code XL) and DIN EN 283 standards. Exceptions are only allowed when agreed by the parties in writing.

5.12. Vehicles shall be regularly maintained and kept in a safe condition at all times. Preventive maintenance measures shall be taken to avoid breakdowns and delays. The Contractor shall proactively inform GRUBER without delay of any delays, complications or damage occurring during loading/unloading operations or during transport. The Contractor shall further immediately notify GRUBER of any deviations with regard to quantities, packaging or type of goods that deviate from the information provided in GRUBER's order.



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5.13. The Contractor shall provide the following data via GRUBER's online platform "MyDesk" within two hours of the respective event:

- Arrival at the loading point
- Departure from the loading point
- Arrival at the unloading point
- Departure from the unloading point

Failure to comply with this service generates a 25,- Euro fine for international transports or 10,- Euro for national transports. The Contractor shall provide a digital copy (high resolution and quality) of the original, signed transport documents (CMR, delivery notes, weight notes, pallet exchange confirmations/notes, etc.) via GRUBER's online platform "MyDesk" within 72 hours after unloading. Failure to comply with this will generate a 25,- Euro fine for international transports or 10,- Euro for national transports.

5.14. By way of derogation from § 431 HGB, liability pursuant to § 449 HGB is agreed in the amount of 40 SDR per KG gross weight of the damaged shipment. If the transport is the national pre-carriage leg or a national leg of an international road transport, the provisions of the CMR shall also be agreed for the purely national leg of the transport. This shall apply even if no CMR consignment note is handed over to the Contractor with the goods. The Contractor shall be obliged to pass on the customs and freight documents to subsequent entrepreneurs within the supply chain and shall duly and verifiably complete any customs procedures with economic significance and hand over the corresponding certificates to GRUBER, also for VAT purposes.

5.15. Any breach to the liabilities defined at paragraph 5 and relevant articles (5.1 to 5.13) presuppose the accountability of the Contractor that ties the Contractor to compensate GRUBER for any direct and indirect claim.

§ 6 Confidentiality

Contractors is obliged not to disclose any of the information provided by GRUBER in business operations and to keep them confidential even after the completion of the contract. Likewise, Contractor will maintain strict confidentiality about any records such as customer name, calculations, conditions and terms even against employees of the Contractor himself who shall have no access such information because of their function. In case of violation of this confidentiality clause, Contractor will have to pay a penalty: the amount will be defined under GRUBER's equitable discretion upon estimation of the severity of the violation. The amount shall be disputed under ruling of the competent court. GRUBER expressly reserves the right to claim damages in excess thereof, so that the penalty shall be added to any potential damages.

§ 7 Special rules for temperature controlled transports / UK transports / Covid-19 virus

7.1. In case of temperature-controlled transports, it must be ensured that the temperatures specified by GRUBER are to be adhered to and permanently determined and recorded by suitable measuring and monitoring equipment. The vehicle must be equipped with a functioning temperature recorder. Before accepting the goods, the Contractor must check whether the goods to be received have been sufficiently pre-cooled. For this he has to carry appropriate measuring devices. Refrigerated transports may only be carried out with a technically flawless and regularly maintained refrigerated vehicle. The Carrier is obliged to keep temperature records for a period of 3 years from the date of delivery of the goods and hand them over to the principal upon request. In addition, copies of the corresponding recording protocols must be sent to GRUBER in the course of invoicing, in addition to the documents mentioned in these terms and conditions. All measuring instruments must be checked in specified

intervals and according to defined recognized standards / methods and, if necessary, adjusted or calibrated.

The results of the inspection, adjustment and calibration are to be transmitted to Gruber Logistics upon request. Refrigerated vehicles and box vehicles must be equipped with sufficient fixing rods and other securing equipment. For refrigerated transports, sufficient air circulation must be ensured. If there are no temperature records, the freight claim is lapsed in the full amount;

7.2. Semi-trailers and load compartments must be checked for illegal immigrants before crossing the border and then closed and sealed. The liability for consequences resulting from an illegal border crossing or damage to the goods by these illegal persons remains unaffected.

7.3. The Contractor undertakes to comply with all official regulations and protocols for the prevention and containment of the Covid 19 virus or other pandemics and to inform GRUBER immediately of all cases or suspected cases of infection





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among its employees, partners or facilities. This shall apply mutatis mutandis to measures taken in the countries in which it has to provide the transport services commissioned by GRUBER. Quarantine or restrictive measures in connection with COVID-19 or any mutants thereof or other pandemics affecting the Contractor's business cannot be claimed as force majeure event.

§ 8 Transport of food

8.1. The vehicles shall be in a technically perfect conditions, in particular: leak-proof, clean and odourless. Refrigerated trucks must be equipped with a functioning refrigeration unit that complies with the legally prescribed tests and IFS standards.

8.2. The load compartment must be precooled to the specified temperature.

8.3. Contractors undertakes to provide complete documentation of the cold chain by means of a suitable temperature recorder. The records must be available to us on request within 24 hours.

8.4. The temperature sensors used for this purpose shall be functional. The temperature sensors shall be calibrated at least once a year.

8.5. Cross-contamination must be prevented. If the product/quality is endangered, we must be informed immediately.

8.6. In the event of an accident, we must be consulted immediately. The reloading of cooled / deep-frozen goods may only take place in consultation with us.

8.7. If the goods cannot be delivered on the agreed dates/times, we must be informed immediately.

8.8. The traceability of the goods must be ensured during the entire transport, if necessary, a recall/return may be necessary on the instructions of the customer.

§ 9 Right of Lien

The Contractor shall only be entitled to a right of lien on account of the connected claim and even then only on goods which are the property of the Client. Rights of retention are excluded.

§ 10 Place of jurisdiction / applicable law

The place of jurisdiction Siegen is exclusively agreed, unless international mandatory applicable conventions or regulations provide for another place of jurisdiction, which then takes precedence over the agreed place of jurisdiction Siegen. German law shall apply. Arbitration clauses are expressly excluded.

