

## Transport and Loading Conditions

As discussed over the telephone, you will perform the stated transport for us. The following conditions are agreed:

1. The receipted delivery notes, proof of delivery and packaging receipts must be provided to Spedition Josef Schumacher Frischdienst-Tiefkühl-Logistic e.K., hereinafter referred to as the Schumacher e.K., without undue delay, at the latest, by the 3rd business day after completing the transport service.
2. Payment terms: Payment of all invoices received until the last business day of the service month and all **original** proof of delivery will be instructed on the 15<sup>th</sup> of the following month. Temperature-controlled transport also requires submission of correct and complete temperature records and the completed vehicle safety checklist as a prerequisite for maturity. You may not sell your claims to a factoring company.
3. In accordance with your assignment order, the vehicle crew must notify the competent employees at the loading and unloading point in the name of Spedition Josef Schumacher Frischdienst-Tiefkühl-Logistik e.K. unless agreed otherwise.
4. Transport under the German Commercial Code [Handelsgesetzbuch, HGB] (within Germany) and the CMR Convention (cross-border) and under express exclusion of the General German Freight Forwarders Conditions [Allgemeine Deutschen Spediteurbedingungen, AdSp]. The application of German law is agreed for relationships with non-German contract parties. By accepting the transport order, you confirm the unrestricted coverage of your carrier insurance under the German Commercial Code and/or CMR Convention. Current confirmation from your insurer must be submitted before your first transport order or at any time if requested by Schumacher e.K. You must fulfill all obligations of your liability insurer (theft insurance, etc.).

Before performing your first order, the following documents must be submitted to Schumacher e.K. by email:

- Letterhead - EU license
  - Current insurance confirmation
  - Current statement concerning the German Minimum Wage Act [Mindestlohngesetz, MiLoG] (form will be sent)
  - Self-disclosure (form will be sent)
  - Any certificates
5. Before an insurance claim occurs, the contractor must:
    1. Secure loaded vehicles, swap bodies, trailers and other containers against theft, especially when parked at night, on weekends or holidays and during rest periods.
    2. When transporting sensitive goods (e.g., consumer electronics, EDP technology, spirits, etc.):
      - Use vehicles with trunks sealed on all sides
      - Only park loaded vehicles on permanently monitored and completely enclosed (fenced off) lots or parking spaces or in locked halls
      - When transporting refrigerated goods, regularly check and service the refrigeration units
  6. For all transport, the company will be liable under the regulations of the German Commercial Code concerning the freight, conditional on liability for goods damage under Section 449(2) Number 1 of the German Commercial Code being 40 special drawing rights per kg of raw weight of the lost or damaged goods.

7. You have obtained or will obtain all permits necessary for transport in time. Transport requires a valid EU license.
8. In case of problems during the handover or transport or with customs or delivery or in case of delays of any kind, Schumacher e.K. must be informed without undue delay. In case of breakdowns and/or emergencies, the competent authorities must be informed. If a time period cannot be met, please inform the scheduling management at least 1 hour before the start of the agreed time period. Otherwise, €75.00 will be charged per time period or deducted from the freight. If a time period is not met, all demurrage claims will expire. Number in case of problems / for time period regulations: +49 2405 46 43 951
9. Unit-based handover has been agreed on.  
During loading, the vehicle crew must ensure that goods are packaged diligently and in a transport-safe manner. The vehicle crew must report this if this cannot be ensured. Irregularities must be recorded on the CMR consignment note. By signing the CMR consignment note, the carrier confirms the proper and complete loading/handover of the goods at the loading/departure place. It is agreed that the carrier will be responsible for securing the load, especially in case of partial loading or unloading. The carrier must ensure that the vehicle is equipped with suitable load securing equipment (e.g., bars, lashing straps, etc.) on board. During the handover, the vehicle crew must check the cargo's external intactness and implement corresponding load securing measures. The carrier/vehicle crew will be responsible for regularly checking and properly securing the cargo for the entire transport route. Load securing and subsequent securing must also be ensured until the final unloading point in case of partial unloading. The loading and unloading by the driver, even in temperature-controlled areas, is part of the freight agreement and is compensated by the agreed freight.
10. You must ensure and maintain food safety, lawfulness and quality. The vehicle used, including attachments and trailers, must especially be in odorless, clean, tight, dry and technically flawless condition suitable for transporting food. We require a valid ATP certificate. You will be liable for damage caused by penetrating moisture. As a contractor, you assure compliance with respectively current laws, regulations and hygiene requirements.
11. You must ensure adequate pre-cooling of your refrigerator body of at least 1 hour before commencing loading at the specified loading point. You must seamlessly document the refrigeration chain using a calibrated or gauged temperature recorder/data logger and must print and archive these records in compliance with legal storage periods, though at least for 40 months. Regular vehicle maintenance, especially refrigeration equipment is required, i.e., you must operate and document the refrigeration unit, refrigeration body and the temperature recording system and must provide corresponding proof if requested. Furthermore, you must regularly clean the vehicle and its superstructures internally and externally and must document this cleaning and, if requested, must provide corresponding proof. Compliance with the temperature control specified by the order or instructed by the shipper is agreed and mandatory. The vehicle crew must have the shipper record the transport temperature on the consignment note/CMR consignment note. Furthermore, the vehicle crew must check and confirm the handover temperature in writing on the consignment note/CMR consignment note.  
If the handover temperature differs from the stated transport temperature by more than 1° - 2° C, loading must be stopped and further instructions must be obtained from the principal (Schumacher e.K.). The vehicle crew must ensure proper circulation of the cooling air. In case of non-compliant loading, loading must be stopped and further instructions must be obtained from the principal (Schumacher e.K.). The vehicle crew must carry a calibrated or gauged temperature measuring device to check the handover temperature.
12. Reloading and additional loading prohibition: Reloading and mixed loading of goods requires the prior permission of Schumacher e.K.. If such permission is granted by Schumacher e.K., the carrier must practice due diligence. Transport orders may not be transferred to third parties without written permission of Schumacher e.K.. Transfers to third parties without permission will result in a contractual penalty of €500.00. Schumacher e.K. expressly reserves the right to exercise further damage claims.
13. Transporting human beings and live animals in loading units is prohibited.

14. The company will be responsible for compliance by his or her driving personnel with social security, labor, tax and other applicable laws. The company expressly assures to have checked whether his or her drivers or vicarious agents are listed on the sanctions lists under European Council Regulation (EC) No. 2580/2001 or (EC) No. 881/2002 and to not use these drivers for transport under this contract in case of a match. If it becomes foreseeable when the order is awarded that the order cannot be performed under the above regulations, we must be informed. We expressly note this point to prevent delays when delivering the freight.
15. Transport across toll roads. As the party owing the toll, you assure compliance with applicable national laws and regulations. You especially assure that you will pay the legally-required toll for the transport and that you will use the toll road to the respective extent.
16. Transit cargo must be coordinated with us in advance. We must first be given an opportunity to negotiate new cargo with our customer. If this is not done, we cannot guarantee payment for the transit cargo.
17. You waive the exercise of the contractual forwarding rights and rights of retention under Section 20 of the General German Freight Forwarders Conditions and Section 440 of the German Commercial Code.

Any delays must be reported to the scheduling unit without undue delay.

Demurrage: No demurrage will be charged for 4 hours per loading and unloading. After the 5<sup>th</sup> hour, we will pay demurrage of €35.00 per hour that started (on business days), unless you are responsible for the delay.

18. Step-by-step pallet exchange at the loading point is agreed and is basically included in the freight rate. Exceptions require a separate written agreement.

The carrier must obtain a proper receipt for pallet exchanges.

If the carrier fails to perform this exchange, we, as the principal, may invoice the non-exchanged pallets as follows after at least 14 days:

Euro pallets: €10.50 / pallet

Düsseldorf pallets: €8.00 / pallet

H-1 pallets: €100.00 / pallet

A processing fee of €20.00 will be added to the invoice amount and will be charged even if the invoice is canceled.

Our prices are subject to an invoice for non-exchanged loading equipment from third parties, in particular if it is a pallet invoice from abroad.

And the pallet prices there do not agree with those listed by us.

We reserve the right to offset our pallet invoice against the contractor's freight invoice.

We expressly note that the risk of exchange or non-exchange by the recipient be borne exclusively by the contractor.

This especially applies to the quality of the exchanged pallets.

19. In case of non-compliance with reporting and inspection obligations, the contractor must pay flat-rate damages for the amount of the agreed freight claim. If the contractor proves that the principal incurred no or few damages, the damage claim will be correspondingly reduced.
20. We reject the application of any general terms and conditions and legal business conditions, especially the General German Freight Forwarders Conditions that differ from the above conditions and note that our freight and loading orders are only awarded in accordance with our above, German Commercial Code and CMR Convention conditions. Should a regulation of this agreement be invalid, this will not affect the validity of the remaining regulations.
21. Customer protection is expressly agreed. Transfers to third parties are prohibited.
22. The place of fulfillment and of jurisdiction is Aachen, Germany.