

General Terms and Conditions of the Sostmeier Group*** for orders placed with carriers

§ 1 Scope of application

These General Terms and Conditions apply to all individual and framework agreements concluded by Sostmeier with carriers for the performance of national and international cross-border transport, unless otherwise required by law. The terms and conditions also apply to cabotage transport in other member states of the European Union and the EEA, unless mandatory rules of the host member state prevent this.

These General Terms and Conditions only apply if the carrier is an entrepreneur (Section 14 BGB), a legal entity under public law or a special fund under public law.

The carrier's own terms and conditions shall not apply unless Sostmeier has expressly agreed to them in writing. Likewise, the ADSp, VBGL/AGL or other terms and conditions shall not apply to the legal relationship between Sostmeier and the carrier.

Express provisions in individual and framework agreements shall take precedence over the provisions of these General Terms and Conditions insofar as they regulate conflicting matters.

§ 2 Individual orders

1. Transport orders shall be concluded by the parties in writing on the occasion of the respective transport requirement, whereby electronic transmission (in particular by email) and transmission by fax shall be sufficient. In addition, orders may also be placed verbally or by telephone.
2. The carrier may reject orders placed unilaterally by Sostmeier without giving reasons, unless it is obliged to carry them out on the basis of an existing framework agreement. Sostmeier must be notified of the rejection without delay, usually immediately.
3. If there is a framework agreement or a permanent employment relationship between the contracting parties, the contractor is obliged to accept and execute orders from Sostmeier immediately or upon request by the client. An order confirmation or other confirmation of acceptance by the contractor is not required in this respect.
4. After executing the order, the carrier is obliged to upload all transport order documents via the WEB portal **<https://portal.sostmeier.de>** within five working days. The carrier must provide the necessary IT interfaces to the transport management system (TMS).

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§ 3 General provisions governing the execution of orders

1. The carrier undertakes to execute the transport orders placed with it properly and on its own responsibility. In addition, the carrier shall provide ancillary services as specified in the respective individual orders and these General Terms and Conditions.
2. The carrier shall provide the vehicle in good time and, in the event of the vehicle or driver being unavailable, shall immediately provide a suitable replacement after informing Sostmeier.
3. In the event of obstacles to transport or delivery, the carrier shall immediately inform Sostmeier and obtain further instructions from Sostmeier.
4. If a complete lorry has been ordered, it must not be loaded or loaded with pallets. If vehicles do not meet these requirements, Sostmeier may refuse to load them. When ordering partial loads, the carrier must ensure that no danger to the goods ordered by Sostmeier is posed by other loaded goods.
5. The carrier is obliged to ensure that the load is secured in accordance with the statutory requirements. The carrier must provide the necessary equipment in the required quantity and quality.

§ 4 Requirements for vehicles/driving personnel/use of subcontractors

1. The carrier shall only use vehicles that are in perfect, clean and roadworthy condition. Only lorries that meet the requirements of Euro 6 may be used.
2. The carrier shall ensure that the driver can be reached at all times during transport, for example via a mobile phone. The mobile phone number of the driver used must be provided at the latest upon arrival at the loading location in Sostmeier.
3. Every vehicle must be equipped with telematics.
4. The carrier is responsible for ensuring that the vehicles used are suitable for the respective transport operation and comply with all legal and official regulations.
5. The vehicles must have loading areas that are accessible to forklift trucks. The floor must be able to withstand the full load capacity.

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6. The carrier must employ reliable, professionally trained driving personnel (in the case of dangerous goods, with appropriate training certificates, a valid driving licence and sufficient driving experience).
7. The carrier is entitled to use subcontractors. However, this is subject to the condition that they guarantee compliance with the obligations arising from the specific transport order. If subcontractors are used, the carrier must inform Sostmeier of this without being asked, stating the company name, address and contact details. Sostmeier may object to the use of the proposed subcontractor if there are justified doubts about their reliability or performance. The carrier shall be liable for the subcontractors it employs as if they were its own employees.

§ 5 Loading and unloading, transport, delivery

1. Upon acceptance of the cargo, the carrier/driver shall inspect it for defects, damage, discrepancies, etc. Any damage, defects or discrepancies shall be recorded in an appropriate form in the freight documents or in electronic form. If it is not possible to check the cargo, Sostmeier must be informed immediately. Further instructions must be obtained. The carrier must wait until the matter has been clarified. The same applies to other uncertainties when taking over the cargo.
2. Upon takeover, the freight documents must be checked carefully, in particular information and instructions must be observed. This applies to loading and unloading locations, as well as to loading conditions, delivery deadlines, GGVS, weights, special instructions, etc.
3. Unless otherwise specified in the transport order, the carrier is obliged to load and unload. If the carrier is obliged to load, it must also ensure that the load is secured for transport.
4. The loading and unloading dates specified in the transport order are legally binding. If the consignment arrives too early or outside the recipient's working hours, unloading may only take place if the recipient agrees to this. Any additional costs incurred by the recipient as a result shall be charged to the carrier.
5. During breaks in driving, rest periods, stops and parking, the vehicle's driving personnel must lock the vehicle and the loaded transport units. The rear doors and roller doors of the loading containers must be secured with U-locks; this also applies to tarpaulin superstructures.

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During a daily rest period or weekly rest period that the driver does not spend in the vehicle, loaded vehicles and transport units must be locked and parked on secure premises, in a guarded car park or other suitable area without access by third parties, with protection against theft, including the above-mentioned precautions. The carrier is prohibited from separating the vehicle from the load container (uncoupling the semi-trailer and/or swap body).

6. The cargo may only be handed over to the recipient named in the freight documents against receipt. The carrier must ensure that the name of the person acknowledging receipt is clearly legible on the delivery note – next to the signature, if applicable.
7. If damage, shortages, etc. are detected upon delivery, the exact extent of the damage, the cause of the damage, insofar as it relates to the shipment itself (missing and/or defective packaging), and the whereabouts of the damaged goods must be determined must be recorded on the transport documents, in particular the original consignment note, if such a consignment note has been issued, and signed by both the carrier or its driver and the recipient. Information about these write-offs must be reported IMMEDIATELY by telephone to the Sostmeier dispatch department.

§ 6 Exchange of loading equipment

Loading equipment shall be exchanged step by step in accordance with the following specifications if this has been agreed in the transport order.

1. The remuneration for the exchange of loading equipment is part of the freight.
2. The carrier shall ensure that the agreed number of exchangeable loading aids is delivered by him at the loading point and that the number and type of loading aids delivered is acknowledged. If no loading aids are exchanged at the loading point, the non-exchange shall be recorded in writing.

Only usable loading equipment (average type and quality within the meaning of Section 243 of the German Civil Code (BGB)) may be accepted, and the number and type of loading equipment accepted, as well as any reservations regarding its quality, must be recorded in writing.

In the case of Euro flat pallets, this corresponds to at least quality level B (quality classification according to EPAL/GS 1 Germany, as of 2015), unless otherwise agreed in the transport order.

At the unloading point, the loading equipment offered must be checked for its externally recognisable exchangeability. The number and type of loading equipment taken over must be

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acknowledged. Reservations regarding quality, as well as non-exchangeability, must be recorded in writing at the unloading point.

All declarations must be stamped and signed by the declarant (sender/recipient).

If no loading equipment is provided at the loading or unloading point, Sostmeier must be informed accordingly.

3. The original loading equipment exchange receipts on the consignment notes, pallet notes or similar documents must be uploaded to the web portal **<https://portal.sostmeier.de>** immediately – at the latest five days after delivery – together with the acknowledged freight documents (consignment note and/or delivery note).
4. If there is a balance in favour of Sostmeier, the carrier is obliged to settle this within 14 days of being requested to do so by delivering the corresponding loading equipment. If the balance is not settled despite the deadline being set, Sostmeier is entitled to claim damages instead of performance. The claim for damages amounts to €18.00 per Euro pallet/Düsseldorf pallet or €100.00 per DB mesh box pallet. Sostmeier reserves the right to prove that higher damages have been incurred. The carrier reserves the right to prove that no damage or only significantly lower damage has been incurred.

§ 7 Compliance with legal regulations

1. The carrier shall ensure that its company, the vehicles it uses and the driving personnel it employs meet all legal requirements necessary for the execution of the transport orders placed by Sostmeier.
2. The carrier shall comply with driving and rest times, familiarise themselves with the contents of accident information sheets and carry these in the prescribed places in the vehicle.
3. If necessary for the specific transport order, the carrier shall ensure that
 - a) he or the carrier employed by him has the necessary permits and authorisations for the transport in accordance with Sections 3 and 6 of the German Road Haulage Act (GüKG) (permit, Community licence, third-country permit and/or CEMT permit) and that the driver carries the legally required documents in German and/or English during the journey;

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- b) the driving personnel carry a journey logbook in accordance with Art. 5 of the CEMT Directive during the journey;
 - c) foreign drivers from third countries (non-EU/EEA countries) and hauliers from an EU/EEA country are employed exclusively with the required driving licences or only with the required work permit, and the driving personnel carry the prescribed documents (work permit or negative test) in the original and - if necessary - carries an officially certified translation in German with them while driving.
 - d) only drivers who have a valid driving licence and a valid passport or identity card, which are carried by the driving personnel, are employed;
 - e) consignment notes and loading documents are available on departure and are carried during the journey;
 - f) only vehicles for which a valid road haulage licence is available in the carrier's home country are used.
4. If the transport of dangerous goods has been agreed, the carrier shall ensure compliance with the following requirements:
- a) A dangerous goods safety advisor trained in accordance with ADR regulations has been appointed.
 - b) The drivers employed have a valid ADR certificate and sufficient driving experience.
 - c) The statutory inspections for equipment are complied with.
 - d) Requirements regarding driving distances, parking and national regulations are complied with.
 - e) The vehicle and the driver are equipped with the legally required protective equipment.
 - f) Customer complaints or accidents must be reported immediately by the contractor. During office hours, the information must be provided to the commissioning dispatcher; outside these hours, the client must be informed via the emergency number +49 (171)-3078319.
5. The carrier undertakes to hand over or have handed over to Sostmeier or Sostmeier's customers all documents to be carried for inspection upon request during checks carried out by Sostmeier or customers (or authorised persons). The carrier undertakes to issue corresponding general instructions to its personnel and subcontractors employed by it.

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6. If the carrier or the subcontractors employed by it are unable to present the required evidence during checks carried out by Sostmeier or Sostmeier's customers, the vehicle shall be deemed not to have been provided and the carrier shall be liable to Sostmeier for compensation for all damages incurred as a result, in particular damages caused by delay, but also other financial losses. In such cases, the carrier shall have no claim to freight, demurrage or other financial compensation. Sections 417, 418 (1) - (5) and 419 of the German Commercial Code (HGB) are excluded in this respect.

§ 8 Minimum Wage Act/Temporary Workers

1. The carrier warrants that it will pay its employees (insofar as they are employed in Germany) at least the statutory minimum wage in accordance with Section 20 of the Minimum Wage Act (MiLoG) no later than the due date specified in Section 2 (1) MiLoG. Furthermore, it warrants that it will fulfil all other obligations under the Minimum Wage Act without exception.
2. The carrier is only permitted to use temporary workers with the prior written consent of Sostmeier. Sostmeier may refuse to give its consent if no confirmation is provided by the temporary employment agency that the employees receive at least the minimum wage or if, despite the provision of such confirmation, there are justified doubts that the temporary employment agency pays the statutory minimum wage.
3. Furthermore, the carrier undertakes to answer all enquiries from Sostmeier regarding compliance with the provisions of the Minimum Wage Act truthfully and comprehensively. The carrier must submit any documents requested by Sostmeier in this regard without delay, in compliance with data protection principles – in anonymised form if necessary. If preliminary proceedings are initiated against the carrier on suspicion of minimum wage violations, the contractor must inform Sostmeier immediately. Upon request by Sostmeier, the contractor is obliged to provide information about such preliminary proceedings and any fines imposed on him or his managing directors and/or employees for minimum wage violations.
4. In the event of confirmed violations of the Minimum Wage Act, Sostmeier is entitled to terminate all existing contracts with the carrier without prior warning/setting a grace period.
5. In the event of a culpable breach of the obligations set out in paragraphs 1, 2 and 3 above, the carrier shall pay a contractual penalty of five per cent of the order value of each transport for

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which the driver(s) employed did not receive the minimum wage for working hours in Germany, irrespective of any further claims for damages by Sostmeier. In addition, the carrier shall compensate Sostmeier for any further damages. Forfeited contractual penalties shall be offset against claims for damages.

6. The carrier shall indemnify Sostmeier against all claims asserted against Sostmeier by third parties in the event of a breach by the carrier. In addition, the carrier shall be obliged to indemnify Sostmeier against any legal costs incurred in connection with the enforcement and defence of its rights.

§ 9 Instructions and information

1. The carrier undertakes to follow the order-related instructions from Sostmeier regarding the transport of the goods that are necessary for the implementation of this contract and the respective transport orders.
2. In the event of an accident or damage, the carrier shall report any recognisable transport damage and loss of goods to Sostmeier. The following information (insofar as it is actually relevant) shall be communicated to Sostmeier in the form of a written report within a reasonable period of time:
 - Registration number and type of vehicles involved
 - Location, time and circumstances of the accident or damage
 - Name and address of injured/deceased persons
 - Transport order
 - Shipment data
 - Extent of damage to or loss of cargo
 - Measures taken by the carrier
 - Callback options

§ 10 Care and protection of interests

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1. The carrier undertakes to perform the tasks assigned to it by this contract, the respective transport order and/or by law with the utmost care that is possible and reasonable.

The carrier undertakes to protect the interests of Sostmeier and not to do anything that could jeopardise the reputation, market position or creditworthiness of Sostmeier.

§ 11 Freight

1. The freight charge shall be freely agreed upon by the parties on the occasion of the specific transport order. If the parties cannot agree on the amount of the freight charge and the carrier nevertheless carries out the transport, the freight rates usually paid by Sostmeier shall be deemed to have been agreed upon.
2. The agreed freight charge shall be increased by the applicable statutory value added tax, unless a gross price (including value added tax) is stated.
3. The freight charge covers all expenses incurred by the carrier, in particular the applicable road tolls and all foreseeable and normal services provided by the carrier, in particular loading and unloading, if this has been agreed in the respective transport order, as well as the costs of loading and the costs of pallet exchange.

§ 12 Other claims

Costs incurred by the carrier as a result of obtaining and carrying out instructions from Sostmeier shall be reimbursed to the carrier, provided that the carrier is not responsible for these costs.

§ 13 Terms of payment

1. Once the order has been completed and all transport order documents (§ 2 No. 4) have been uploaded, in particular the consignment note signed in full by the sender and recipient, Sostmeier will issue a credit note for the agreed freight charges. Invoices issued by the carrier contrary to this agreement may be rejected by Sostmeier. There is no obligation to check.

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2. Unless otherwise agreed in the transport order, payment shall be made within 30 days of the credit note being issued.
3. Changes to the carrier's bank details shall only be taken into account by Sostmeier if they are communicated to Sostmeier in writing. Otherwise, payments made to the accounts provided shall have debt-discharging effect. Any assignment of claims against Sostmeier to a third party is only permitted with the prior consent of Sostmeier. Consent must be given in writing.
4. The carrier agrees that counterclaims by Sostmeier, regardless of their legal basis, may be offset against freight claims by the carrier. This applies in particular to claims arising from damage and consequential damage incurred in the course of order execution, as well as claims under the Minimum Wage Act and for non-exchanged loading equipment. In such cases, Sostmeier is also entitled to assert a right of retention.

§ 14 Liability of the carrier

1. The liability of the carrier in cross-border transport is governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).
2. **In national road freight transport, the carrier is liable in accordance with the provisions of the German Commercial Code (HGB) at 40 Special Drawing Rights (SDR) of the International Monetary Fund per kg of gross weight of the consignment.**
3. In all other respects, the carrier is liable
 - a) for culpably causing damage to property, insofar as this does not involve damage to goods, and personal injury caused by the carrier in the performance of its contractually agreed services to the legal interests of Sostmeier, Sostmeier's client, the recipient and their employees, bodies or other auxiliary persons, as well as other third parties towards whom Sostmeier is legally liable, whereby the carrier shall be liable to the same extent for the fault of its employees or other persons it uses in the performance of its services as for its own fault.
 - b) for other culpably caused financial losses, provided that these do not constitute damage caused by delay, the carrier shall be liable within the statutory limits of § 433 HGB (German Commercial Code) during the period of custody and without limitation outside the period of custody.

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§ 15 Liability of Sostmeier

1. Sostmeier shall only be liable for damages, except in the case of breach of essential contractual obligations (cardinal obligations), if it, its legal representatives or vicarious agents are guilty of intent or gross negligence.
2. Unless Sostmeier, its legal representatives or executive employees are guilty of intent or gross negligence, liability shall be limited to the damage typically foreseeable at the time of conclusion of the contract.
3. The aforementioned limitations of liability shall also apply to any competing claims arising from tort, but not to claims for damages arising from injury to life, limb or health, or to claims under the Product Liability Act or the mandatory provisions of the CMR and the HGB.

§ 16 Insurance

1. The carrier is obliged to insure its liability under the contract of carriage at least within the limits of the statutory liability limits or the liability limits agreed in a specific transport order. Furthermore, the carrier is obliged to take out motor vehicle liability insurance with a total coverage of EUR 100,000,000.00 (in words: one hundred million euros) for property damage and personal injury and at least EUR 12,000,000.00 (in words: twelve million euros) per injured person. In addition, the carrier is obliged to take out business liability insurance with a sum insured of EUR 2,500,000.00 (in words: two million five hundred thousand euros).
2. The carrier is obliged to present corresponding insurance certificates in German and/or English at the request of Sostmeier.

§ 17 Offsetting/rights of retention and liens of the carrier

1. The carrier is not entitled to offset claims by Sostmeier or to assert rights of retention and liens, in particular on items handed over for transport and the service. This does not apply to claims that have been legally established or recognised by Sostmeier as justified. The contractor is in any case obliged to perform in advance with regard to the services owed by him.

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2. For each individual case of unjustified assertion of a right of set-off, retention or lien, Sostmeier may demand payment of a reasonable contractual penalty from the carrier, which Sostmeier may determine at its reasonable discretion and which shall be reviewed by the competent court in the event of a dispute. This shall not affect Sostmeier's right to claim further damages and/or to terminate all existing contracts without notice for good cause. Any contractual penalty forfeited shall be offset against the claim for damages.

§ 18 Secrecy and confidentiality

1. The carrier shall maintain secrecy regarding business and trade secrets of Sostmeier and Sostmeier's clients that have been entrusted to the carrier or have become known to the carrier, even after termination of the contract.
2. Documents relating to confidential business transactions entrusted to the other contracting party shall be returned immediately after completion of the transport order.

§ 19 Customer protection

1. The carrier is obliged to protect Sostmeier's customers. The carrier may not initiate, broker, enter into or execute freight forwarding, freight or storage transactions, either directly or indirectly, with Sostmeier's customers (consignors) and consignees who become known to it in the course of its activities.
 - a. This prohibition applies in the event that the carrier actively or through advertising violates the above prohibition.
2. The customer protection agreement pursuant to clause 1 covers all customers and recipients who have their registered office or a branch in Europe.
3. If it is unclear whether the customers/recipients have become known to the carrier in the course of his work for Sostmeier, the carrier must prove that he became aware of the customers outside the scope of his work for Sostmeier.

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4. Customer protection ends twelve months after the carrier has carried out a transport on behalf of Sostmeier for this customer.
5. If the carrier culpably violates the obligations set out in the preceding paragraphs, Sostmeier may demand payment of an appropriate contractual penalty from the carrier, which Sostmeier may determine at its reasonable discretion and which shall be reviewed by the competent court in the event of a dispute. This shall not affect Sostmeier's right to claim further damages and/or to terminate all existing contracts without notice for good cause.

§ 20 Place of jurisdiction

If the carrier is a merchant within the meaning of the German Commercial Code, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be Osnabrück. However, Sostmeier shall also be entitled in all cases to bring an action at the place of performance of the transport obligation or of a prior individual agreement or at the general place of jurisdiction of the carrier. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.

§ 21 Applicable law

German law shall apply, unless mandatory statutory provisions dictate otherwise.

§ 22 Severability clause

1. Should one or more provisions of these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of the General Terms and Conditions and the validity of the contracts concluded on the basis of these General Terms and Conditions.
2. The invalid provision shall be replaced by a valid provision that comes closest in form, content and scope to the meaning and economic success intended by the invalid provision. The same shall apply in the event of a loophole.

*****Sostmeier GmbH & Co. KG Internationale Spedition, Sostmeier Spedition + Logistik GmbH,
Sostmeier Automotive GmbH**