

**General Terms and Conditions (GTC)
AND
Operational Conditions (OC)
of companies**

HÜTTER Spedition + Logistik GmbH
Zeilbaumweg 29
74613 Öhringen

HÜTTER Spedition + Logistik KÖLN GmbH
Albin Köbis Str. 18
51147 Köln-Wahn

Preamble:

The following general terms and conditions (**GTC**) and operational conditions (**OC**) are bindingly agreed between **Hütter Spedition + Logistik GmbH** or **Hütter Spedition + Logistik KÖLN GmbH** (both hereinafter referred to as "**HÜTTER**") and the contractor (hereinafter referred to as "**CR**"). The following general terms and conditions (GTC) and operational conditions (OC) form a coherent and closed order. In addition, our GTC and OC apply exclusively. Under no circumstances the general terms and conditions of the contractor, not even in individual parts are accepted. We expressly do not acknowledge the validity of such terms and conditions of the contractor. These GTC, OC and contract of carriage/ transport are also valid without countersignature of the CR.

Extracts / summaries of the essential points can be found in the transport orders sent by HÜTTER.

Contractor Information

Company: _____
Street: _____
ZIP-Code/ City: _____
Country _____

Contact Person Operations

Name: _____
Phone: _____
E-Mail: _____

Contact Person Invoicing

Name: _____
Phone.: _____
E-Mail: _____

VAT No.: _____

Chamber of Commerce registration No.: _____

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1. General Terms and Conditions

a. Liability / Insurance

- i. The Contractor (CR) is liable for all transports in accordance with the provisions of the German Commercial Code (HGB) on the freight business, with the proviso that liability for damage on goods in accordance with section 449 (2) No. 1 HGB is 40 special drawing rights (SDR) per kg of the gross weight of the lost or damaged goods. If there is a lower liability in the relationship of the client to his customers, the liability is reduced to the same extent. In the event that the customer of Hütter has a transport or goods insurance via Hütter, CR is liable for damage on goods with 40 SDR (special drawing rights) per kg of the gross weight of the lost or damaged goods.
- ii. The CR is liable for cross-border transports in accordance with the provisions of the CMR.
- iii. The CR is obliged to have insurance coverage in accordance with Section 7 of the German Road Transport Act (GüKG) and to carry a corresponding insurance certificate during transport in the vehicle. The insurance includes a maximum retention of EUR 500 for local transport, EUR 2.000 for long-distance transport and cross-border traffic. Insurance cover includes liability in accordance with § 435 HGB and Article 29 CMR with a minimum coverage of EUR 600,000 per claim (also for damage according to Art. 29 CMR).
- iv. The CR is obliged to have a public liability insurance with a minimum coverage of EUR 1.000.000 lump sum for personal injury and property damage and EUR 100.000 for financial loss. The CR has to prove the insurance coverage by submitting the certificates of insurance (Insurance confirmations) in German or English language to HÜTTER. Furthermore CR agrees on releasing the insurance from the obligation to stay confidential with regard to the proof of premium payment.

b. Licence

- i. The Contractor confirms possession of a valid EU-licence for cross-border and domestic commercial road haulage in accordance with Regulation (EC) No. 1071/2009. The CR must submit a copy of this licence to HÜTTER.

c. Minimum wage law

- i. The CR assures to comply with the latest version of the Minimum Wage Act. The CR has to submit a written confirmation of this to Hütter.

d. Data protection

- i. The Contractor hereby confirms to HÜTTER that the applicable version of the General Data Protection Regulation (GDPR (EU) 2016/679) is to be complied with in full. HÜTTER also confirms to use data only to the extent necessary.

2. Operational conditions

a. Obligations at loading and unloading place

- i. Drivers shall present themselves in a friendly and supportive manner.
- ii. Your driver represents your own company and your client HÜTTER likewise. Therefore, under no circumstances discussions or disputes with the shipper / receiver and your staff shall occur. Keep calm in critical situations and notify HÜTTER always about any incidents.
- iii. In general, the operating-, hygiene- and safety-regulations of the respective company / business premises must be adhered to.

- iv. Instructions from the loading or unloading staff that contradict our information/ instructions must always be clarified with HÜTTER prior to execution.
- v. In general, NO photos of the business premises and/ or people on the company premises shall be taken. Exceptions may be photos to keep records of damaged goods, etc. This is only permitted with the explicit approval of the respective operator/ company and after consultation with HÜTTER.

b. Prior to loading

- i. PRIOR to loading, the following topics have to be checked:
 - 1. Empty trailer for FTL and sufficient empty space on trailer for LTL
 - 2. Cleanliness of the loading space inside the trailer
 - 3. Odourlessness of the trailer
 - 4. For Frigo trucks: no residual humidity after the defrosting process. Pre-cooling to the specified transport temperature. Hanging off meat hooks. In case of heavy soiling, cleaning the inside of the trailer.

c. Requirements driving personnel

- i. Personal documents to be carried:
 - 1. Valid driving licence
 - 2. Valid digital driver's card
 - 3. Valid ID or passport
 - 4. Copy or original of labour contract
 - 5. ADR-certification
- ii. Accompanying documents:
 - 1. EU-licence
 - 2. Valid ATP-certification (for temperature controlled transports)
 - 3. If applicable, permission for transportation on Sundays and/ or bank holidays
- iii. Personal safety & security / dress code:
 - 1. Drivers are required to carry/ wear their personal safety equipment.
 - 2. Appropriate clothing is generally required (e.g. long trousers, solid shoes, T-Shirt covering shoulders + upper arms).

d. Requirements vehicle and other equipment

- i. Sufficient load-securing-devices in technically proper condition (e. g. locking-bars, tension belts, anti-sliding-mats etc.)
- ii. Functional cooling device for temperature controlled transport
- iii. Functional temperature recorder with immediate printout-device+paper rolls
- iv. Thermometer (probe-thermometer or infrared thermometer)
- v. ADR equipment
- vi. The trailer must be lockable and sealable (TIR cable/ customs cord for tarpaulin semitrailers // devices for seals on the trailer doors for box / frigo semitrailers).
- vii. For frigo-trailers: the trailer is regularly cleaned from the inside and, if necessary, disinfected with special cleaning agents. CR keeps written, corresponding documentation.

e. Temperature probing

- i. In case of temperature-controlled goods, your drivers must carry out random temperature tests using a calibrated thermometer (probe-thermometer or infrared thermometer).
- ii. The probing must be agreed with the loading personnel BEFORE starting the process.
- iii. At least 30% of a shipment should be sampled. For FTL at least at three different points.
- iv. In case your driver is being denied access to the warehouse or the temperature check by the shipper, the loading process must be stopped and further instructions be obtained from HÜTTER.

- v. In case the sampled product temperatures do NOT correspond to the temperature instructions in our transport order, the loading process must be stopped immediately and further instructions obtained from HÜTTER.
- vi. The sampled temperature(s) of the goods are to be noted on the waybill, the delivery note or a separate „temperature-sample-document“ and to be signed by the shipper.

f. Loading process

- i. Carefully check the order number(s), addresses in the waybill/ delivery note, number of packages, the condition of packaging or goods, load weight etc. If you notice any deviations, the loading must be stopped immediately and instructions from HÜTTER must be obtained.
- ii. Instruct the shipper how to load the goods on the truck. Observe the design-related and legal regulations for load securing and load/ weight distribution on the vehicle.
- iii. After consultation with HÜTTER, any deviations/ damage etc. must be entered in the waybill and signed by the shipper.
- iv. For temperature-controlled goods: ensure sufficient air circulation inside the trailer.
- v. Packing and unpacking of shipments/ consignments is strictly prohibited.
- vi. In case your driving personnel are NOT allowed to be present during loading, HÜTTER must be informed immediately. After consultation with HÜTTER, this must be entered on the waybill and signed by the shipper.
- vii. Depending on the current practice at the loading point, the driver may be asked to support the loading of the vehicle or to carry out the loading in whole or in part him-/ herself. To the extent required, the contractor is responsible for the complete transport-safe and operationally safe loading of the vehicle in deviation from § 412 HGB. In the sense of a cooperative working attitude, we ask that your staff support this practice.

g. Load securing

- i. The cargo loaded must be secured by your personnel on the vehicle in accordance with the applicable legal regulations for the securing of loads.
- ii. Use only technically perfect and certified load securing devices.

h. Contractor's duty of custodial care / safety requirements

- i. For temperature-controlled transport, set the refrigeration unit of the trailer to the corresponding instructed transport temperature.
- ii. It is essential to observe the exact instructions in our transport orders regarding the transport temperatures (e.g. start-stop or continuous operation function of the cooling unit, slow cooling down / changing the setpoints on the unit during transport etc.)
- iii. In order to avoid unauthorized access, the following topics must be adhered to:
 - 1. Always lock the trailer using door locks, ring- or padlocks.
 - 2. If necessary: seal the trailer or have it sealed by the loading point. Enter the seal number on the waybill.
 - 3. Check the sound condition of the locks/ seals at the beginning of each break and prior to starting the journey again.
 - 4. Use guarded parking lots or at least well-lit places. Loaded vehicles/ transport containers must be parked overnight on public holidays and weekends on a secured property, guarded parking lot or otherwise under surveillance.
 - 5. Wherever possible, park close to fences, buildings, walls, back-to-front or back-to-back with other trucks so that the rear-doors of the trailer cannot be opened.
 - 6. When transporting goods to the UK, it is strictly forbidden to interrupt the journey within a 150 km radius of the continental ports (Calais, Zeebrugge, Ostend, etc.).

7. You must be able to provide information about the location and transport status of your vehicle at all times.
 8. All information about e.g. cargo, route, shipper, consignee must be treated with absolute confidentiality and must not be disclosed to unauthorized persons.
 9. In the interest of your own safety, do not permit your drivers to take hitchhikers or other people in their vehicles.
 10. Regularly check your vehicle / trailer for people who illegally gain access to or are staying there.
 11. Report any discrepancies to HÜTTER immediately!
- iv. If the sealed trailer is opened by official authorities (e.g. police, customs, veterinary etc.), the driver must have this opening confirmed in writing on the waybill. The trailer must also be resealed afterwards and the new seal number entered in the waybill.

i. Transshipment and co-loading

- i. For FTL it is strictly prohibited to transship the goods and/ or to co-load with other cargo.
- ii. In case of groupage/ partloads, care must be taken to ensure that goods are not adversely affected by other consignments (avoidance of cross-contamination/ damage etc.). Transport and operational safety must also be ensured after each respective unloading place.

j. Loading devices

- i. All loading devices (europallets, mesh box pallet, others see list below) are to be exchanged by the CR at loading and unloading place of the same type and same quality concurrently.
- ii. None or not sufficient exchange of loading devices at the loading point, does not release the CR from the obligation to exchange at the unloading place.
- iii. The CR has to return the loading devices handed over by the consignee within 14 days. In order to agree on the place to return the loading devices, CR has to consult our pallet department (paletten@huetter-spedition.de). The costs for returning the loading devices are already included in our freight price and will not be paid separately.
- iv. If HÜTTER has to issue an invoice for incomplete exchange of loading devices, an administration fee will be charged (see below for current amount). In case of subsequent return of loading devices, this administration fee will not be reimbursed.
- v. In case of not-exchanged/ returned, or not within the above mentioned time frame returned loading devices, we charge the following (net prices):
 1. Europallet: € 13,-
 2. Mesh Box Pallet: € 92,-
 3. Half-Europallet (Düsseldorfer Palette): € 7,50
 4. Plastic Pallet (H1): € 92,-
 5. Plastic Box (E1 / E2): € 5,80
 6. Administration Fee: € 25,-
- vi. Loading devices will only be credited by HÜTTER upon submission of an original written, signed and stamped receipt from the sender or consignee.

k. Unloading

- i. For the entire loading and transport period, up to the unloading of temperature-controlled goods, a log of the transport-temperature must be made available immediately after unloading. This can either be done by the driver using a printer directly on the cooling-unit, or via a telematics system from your operations department.
- ii. Depending on the current practice at the unloading point, the driver may be asked to support the unloading of the vehicle or to carry out the unloading in whole or in part him-/ herself. In the sense of a cooperative working attitude, we ask that your staff to support this practice

- iii. All deviations and complaints (shortages, damages, temperature deviations, etc.) must be reported to HÜTTER immediately.
- iv. For failure to comply with agreed unloading times/ timeslots at your fault, we hold you liable within applicable laws and regulations.

I. Documentation

- i. For each transport, a (CMR) waybill must be issued. Unless a separate form is used to note the probed temperatures, the measured goods temperatures must also be documented on this CMR waybill.
- ii. Pallet/ loading device note
- iii. Delivery note, waybill, cargo manifest
- iv. If applicable, a separate form to state the probed temperatures upon loading.
- v. Upon request, evidence of the cleaning of vehicles / trailers must be sent to HÜTTER.

m. Transport of dangerous good (ADR)

- i. When transporting dangerous goods, you undertake to comply with all regulations in accordance with ADR, as well as to carry the corresponding accompanying documents such as accident procedures sheets, transport documents, dangerous goods labels etc.
- ii. ADR warning signs must be attached to the truck/ trailer accordingly.

n. Contractor's obligation to provide information

- i. Any deviations from the planned/ scheduled transport must be reported to HÜTTER immediately.

o. Deviations, instructions from 3rd parties, damages

- i. Instructions given by 3rd parties (e.g. shippers, vendors, agents, consignees etc.) and received by you/ your driving staff must be agreed with HÜTTER prior to execution. Hütter will not accept any additional costs incurring by accepting and executing such instructions and which have not been agreed with HÜTTER.
- ii. Damages, accidents, failure of cooling units and other unpredictable events must be reported to HÜTTER immediately after they have occurred or have been ascertained.
- iii. In the event of complaints/ refusal of acceptance of the consignee due to identified defects of the goods/ suspected transport damage, HÜTTER must be informed immediately.
- iv. Report damages/ refused goods to your insurance company immediately. Depending on the incident, a surveyor will be called in to assess the damage on site.

p. Waiting times / demurrage

- i. HÜTTER compensates waiting times/ demurrage, provided that these are caused by HÜTTER or its customers to the following extent:
 - 1. The first three hours after truck arrival at the loading or unloading place are free of charge.
 - 2. From the fourth hour Hütter pays € 33,- per hour for tarpaulin trucks and € 35,- for frigo trucks. However, a maximum of € 300,- per working day for tarpaulin trucks and € 340,- for frigo trucks will be compensated.
 - 3. Costs for waiting times/ demurrage are expressly **NOT** compensated by HÜTTER, if one or more of the following points is/ are fulfilled:
 - a. The CR does **not** adhere to agreed unloading times or a booked timeslot and is late (not even with prior notification that the truck will be delayed).
 - b. The CR arrives too **early**, e.g. arrives at the loading or unloading point **before** the agreed time or booked timeslot and this creates waiting time for the truck.

- c. The CR fails to inform HÜTTER about waiting times immediately by phone and afterwards in writing (e-mail).
- d. The vehicle, the driving personnel, any other equipment, or other parameters mentioned in the transport order and/ or in these GTC + OC do not meet the requirements.

q. Emergencies + contacts

- i. With every transport order you will receive the current phone numbers and an emergency number of our employees. These are to be informed immediately in case of an emergency.

r. Invoicing + payment terms

- i. The payment terms are 30 days net; optionally 14 days with a discount of 3%. The discount is a voluntary service of HÜTTER. There is no entitlement to this and this regulation can be revoked by either party at any time. This special payment term must be referred to on each invoice. Without this information on the discount arrangement, the payment term of 30 days is deemed to have been agreed. The day of the incoming mail at HÜTTER, D-74613 Öhringen applies. For discount agreement, please sign **HERE**:

YES, we would like to participate in the 14 days / 3% discount payment terms:

(Name, Date, Signature, Stamp)

- ii. Transport documents / POD's / empties` vouchers / pallet notes must be made available to us within 10 days after delivery date.
- iii. In case CR does not respect the above mentioned time frame, HÜTTER reserves the option to deduct €25,- from contractor's transport invoice.
- iv. The above mentioned documents can be sent in advance by e-mail to pod@huetter-spedition.de. In this case, please consider the following topics:
 - 1. For each transport, a separate e-mail has to be sent. Our reference number (Tour No.) is to state as the reference in the subject heading of your mail.
 - 2. The transport documents must be attached to this email in pdf format and the files must be named according to our reference numbers (Tour No.).
 - 3. We reserve the right to request the documents as originals.
- v. We only accept your invoices if the following documents are complete and attached as originals:
 - 1. Your invoice stating our reference/ Tour number
 - 2. Fully completed original POD / waybill / delivery note / signed and stamped with delivery date by the consignee
 - 3. Proof of the random temperature probing at loading place
 - 4. Original empties/ pallet note
 - 5. Printout of temperature recorder or temperature chart from your telematics system
 - 6. Customs documents and/ or proof of accomplished customs procedures

s. Clientele

- i. CR must refrain from contacting HÜTTER's customers in writing, personally or by phone. If we suspect a violation of this agreement, we will keep the legal process open and will register claims for financial damages and enforce them legally.

t. Subcontracting

- i. It is strictly prohibited to pass on any transport orders placed by HÜTTER to other transport/ forwarding companies.
- ii. It is strictly prohibited to publish any transport offers or transport orders already received by HÜTTER on freight exchange platforms/ websites (e.g. Timocom etc.).

u. Offsetting

- i. The CR expressly agrees that HÜTTER reserves the option of offsetting accounts receivable and accounts payable from non-related business transactions. This includes e.g. offsetting receivables resulting from pallet debts against payables from transport services.

v. Environment

- i. We are particularly interested in protecting the environment. HÜTTER is certified according to environmental standard of ISO 14001. We also expect our partners to commit to this important task and to align their processes accordingly.

w. Place of jurisdiction

- i. Place of jurisdiction for both parties is D-74613 Öhringen, provided there are no mandatory statutory provisions to this.

x. Severability clause

- i. In case a provision of this agreement becomes in full or partially ineffective or at a later stage loses its legal validity, this shall not affect the validity of the remaining provisions described in this document. Instead of the ineffective provision, the legal regulations shall apply.

3. Conclusion

Please note that with this agreement, HÜTTER is providing you with a guideline to ensure a smooth operational and administrative process. Please also note that in the event of any violation, the transport order can be canceled by us at any time and we do not accept any costs from CR. Additional costs for the organization and provision of replacement trucks, which are caused by the CR due to disregard of these GTC and OC, can be charged to the CR by HÜTTER accordingly.

Date, company stamp, authorized signature of contractor