

Event name	Company name (Invoice recipient)
Customer no. (Exhibitor)	Contact person (Invoice recipient)
Hall/stand no. (Exhibitor)	Street and house no. (Invoice recipient)
Your order no. (if desired)	Postcode, town, country (Invoice recipient)
VAT identification number EU (Invoice recipient)	Telephone (in case of questions)
We are: <input type="checkbox"/> Entrepreneur <input type="checkbox"/> no Entrepreneur	E-mail (in case of questions)

Orders by fax to: +49 711 18560-2292

ORDER CONTAINER HIRE 2019

141970200

We herewith order / We order on behalf and by order of the aforementioned exhibitor – and at the same time accept the German Freight Forwarders' standard Terms and Conditions (ADSp, latest version), the General Terms and Conditions of the German Federal Working Group Heavy Haulage and Crane Work (AGB-BSK Crane and Haulage, latest version) as well as the Technical Guidelines of Landesmesse Stuttgart GmbH (LMS) – as follows:

Item no.	Quantity	Code	Description	Unit prices EUR
14-001	pc.	01	Storage container, 20' ISO standard Interior dimensions 5,90 x 2,40 x 2,40 m; external dimensions: 6,10 x 2,40 x 2,60 m Charge for duration of trade fair incl. delivery and collection and positioning	per pc. 980.00
14-002	pc.	02	Cooling container, 7 m, BDF system Interior dimensions 5,50 x 2,30 x 2,30 m; external dimensions: 6,10 x 2,40 x 2,60 m Charge for duration of trade fair incl. delivery and collection and positioning	per pc. 1,450.00
14-003	pc.	03	Office container, 20' ISO norm Interior dimensions 6.00 x 2.10 x 2.20 m Charge for duration of trade fair incl. delivery and collection and positioning not including costs for furniture/equipment	per pc. 1,450.00

Important information:

- Container hire does not include the location. This can only be hired from and allocated by the trade fair project management.
- Electrical connection must be ordered separately, please see order form 2.0 "Electrical installations".
- Prices for use outside the event period on request.



All prices quoted are subject to the statutory VAT valid at this time (according to the relevant version of the Value Added Tax Act).

The stated service can only be performed if at the time there are no outstanding payments.

Date: _____ 2 0 _____

Place: _____

Company stamp and signature: _____



For questions please contact:
SCHENKER Deutschland AG
Messegelände:
Tel.: +49 711 18560-3300

The following text is a translation of the German version of the ADSp 2017. In case of doubts, the German version of the ADSp 2017 shall prevail.

Preface

The German Freight Forwarders' Standard Terms and Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017 - ADSp 2017) are recommended for use as of 1 January 2017 by the Federal Association of German Industry (BDI), the Federal Association of German Wholesale, Foreign Trade and Services (BGA), the Federal Association of Road Haulage, Logistics and Disposal (BGL), the Federal Association of Furniture Forwarders and Logistics (AMÖ), the Federal Association of Transport and Logistics in Industry and Trade (BWVL), the Association of the German Chambers of Industry and Commerce (DIHK), the Federal Association of German Freight Forwarders and Logistics Operators (DSLVO) and the German Retail Federation (HDE). This advice is non-binding and the contract parties are free to make agreements that deviate from the contents of this recommendation.

1. Definitions

1.1 Delivery

The term of Delivery includes also the delivery in the warehouse business.

1.2 Principal

Legal person which concludes a Freight Forwarding Contract with the Freight Forwarder.

1.3 Theft-Sensitive Goods

Theft-Sensitive Goods are those exposed to an increased risk of robbery and theft, such as money, precious metals, jewellery, watches, precious minerals, art, antiques, check books, credit cards and/or other payment means, stocks and security papers, documents, spirits, tobacco, entertainment electronic goods, telecommunications goods, IT equipment and accessories as well as smart cards.

1.4 Consignee

Legal person to whom the goods shall be delivered according to the Freight Forwarding Contract or valid instruction of the Principal or other persons authorised to dispose of.

1.5 Vehicle

Means of transport for the transportation of goods on traffic routes.

1.6 Dangerous Goods

Dangerous Goods are goods that have the potential to endanger people, Vehicles or legal interests of third parties during the course of standard transportation, warehousing or other activities. In particular, hazardous goods are defined as goods that fall in the scope of application of statutes and regulations relating to hazardous goods, such as provisions covering dangerous materials, water or garbage.

1.7 Loading Means

Means for the aggregation of Packages and for the creation of loading units, such as pallets, container, swap trailers, bins.

1.8 Place of Loading / Discharge

The postal address, if the parties have not agreed on a more precise location.

1.9 Time of Performance

The time (date, time of day) up to a particular performance must be taken place, for example a Time Frame or Point of Time.

1.10 Packages

Single items or units formed by the Principal for the fulfilment of the order with or without Loading Means, which the Freight Forwarder must handle as one ensemble (freight item as defined by sections 409, 431, 504 German Commercial Code (HGB)).

1.11 Damage Case / Damage Event Damage Case means, when, due to an external process, a claimant raises a claim on the basis of a Freight Forwarding Contract or in lieu of a freight forwarding claim; Damage Event means, when, due to an external process, several claimants raise claims on the basis of several Freight Forwarding Contracts.

1.12 Interfaces

After acceptance and before Delivery of the goods by the Freight Forwarder, Interfaces are defined as any transition of the goods from one legal person to another any transshipment from one Vehicle to another, any (temporary) storage.

1.13 Freight Forwarder

Legal person, which concludes a Freight Forwarding Contract with the Principal. Freight Forwarders are particularly carrier according to section 407, Freight Forwarder according to section 453, warehouse keeper according to section 467 and sea freight carrier according to sections 481, 527 HGB.

1.14 Freight Forwarding Contracts ("Verkehrsverträge")

The ADSp cover all Freight Forwarding Contracts undertaken by the Freight Forwarder as contractor for all activities, regardless of whether they are freight forwarding, carriage of goods (by sea), warehousing or other, typical services pertaining to the freightforwarding business, such as customs handling, tracking of goods or cargo handling. These terms and conditions also apply to all typical logistical services included in freight forwarding, if

these are in relation to the transport or warehousing of goods, in particular to activities such as the creation of loading units, consignments, labelling, weighing of goods and returns processing. Contracts about the presentation of manned motor Vehicles for use on instruction by the Principal shall also be deemed as Freight Forwarding Contracts ("Lohnfuhrverträge").

1.15 Shipper

Legal Person, which hands over the goods for transportation according to the Freight Forwarding Contract or on a valid instruction.

1.16 Material Contractual Obligations

Material Contractual Obligations are defined as those that initially enable the contractually agreed fulfilment of the Freight Forwarding Contract and on which the contracting partner is entitled to reasonably rely on.

1.17 Valuable Goods

Good, at the time and place of taking over, with an actual value of at least 100 Euro/kg.

1.18 Time Frame

Agreed Time Frame for the arrival of the Freight Forwarder at the Place of Loading or Place of Discharge.

1.19 Point of Time

Agreed Point of Time for the arrival of the Freight Forwarder at the Place of Loading or Place of Discharge.

2. Scope of application

2.1 The ADSp cover all Freight Forwarding Contracts undertaken by the Freight Forwarder as contractor.

2.2 Statutory provisions which cannot be modified by pre-formulated standard terms and conditions take precedence over the ADSp.

2.3 The ADSp do not apply to businesses that are exclusively dedicated to:

2.3.1 packaging,

2.3.2 transportation and warehousing of towed or salvaged goods,

2.3.3 transportation and warehousing of removal goods according to section 451 HGB,

2.3.4 storage and digitalisation of files; files are all types of embodied and digitalised business papers, documents, data storage mediums and similar objects for information collection,

2.3.5 abnormal and heavy-load transports, which require a transportation regulation permission or exception, crane services and associated assembly work,

2.4 The ADSp do not apply to Freight Forwarding Contracts with consumers as defined in Section 13 German Civil Code (BGB).

3. Obligation of the Principal regarding placing of orders, information requirements, special goods

3.1 The Principal shall inform the Freight Forwarder about all relevant parameters affecting the carrying out of the order.

These include

3.1.1 addresses, type and quality of the goods, the gross weight (including packaging and Loading Means) or otherwise specified quantities, marks, numbering, quantities and type of Packages, specific characteristics of the goods (such as live animals and plants, perishability), the value of the goods (for example for customs purposes or the insurance of goods according to clause 21 ADSp) and Delivery times,

3.1.2 all public-legal duties and safety regulations, such as duties relating to customs, foreign trade regulations (particularly those relating to goods and people as well as specific country embargos) and legal safety obligations.

3.1.3 in case of carriage of goods by sea, all relevant data in the compulsory form relating to safety statutes (e. g. International Convention for the Safety of Life at Sea (SOLAS)).

3.1.4 intellectual property rights of third parties, such as trademark and license limitations which are connected to the possession of the goods, including legal or regulatory hindrances capable of prejudicing the processing of the order.

3.1.5 specific technical requirements for the means of transport and particular cargo securing means to be supplied by the Freight Forwarder.

3.2 In case of Dangerous Goods, the Principal must inform the Freight Forwarder in due time and in text form about the quantity and specific nature of the hazard including - if required - the necessary safety measures. If Dangerous Goods fall into scope of the law on the transport of dangerous goods (Gesetz über die Beförderung gefährlicher Güter (GGBeFg)) or if other transported and stored goods fall into scope of other Dangerous Goods or garbage related statutes or regulations, the Principal must provide the relevant information, in particular the classification according to the relevant Dangerous Goods laws, and, at the latest, during the handover of the goods, supply the required documentation.

3.3 In case of valuable or Theft-Sensitive Goods, the Principal must inform the Freight Forwarder in text form regarding the type and value of the goods and the current risks involved to enable the Freight Forwarder to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. In case of acceptance of

the order, the Freight Forwarder is obliged to undertake appropriate safety measures for protecting the goods.

3.4 The Principal is responsible for supplying the Freight Forwarder with all information, certificates and other documentation required, such as customs classification, for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, security checks for air freight shipments.

4. Rights and duties of the Freight Forwarder

4.1 The Freight Forwarder shall act in the interest of the Principal, check the placed order for obvious faults and immediately inform the Principal, if required, about all dangers known by the Freight Forwarder for the fulfilment of the order.

4.2 The Freight Forwarder takes care that the Vehicles, loading safety means and, if their presentation is agreed, Loading Means are in a technically perfect condition, comply with statutory provisions and the requirements of the Freight Forwarding Contract. Vehicles and Loading Means shall be equipped with the typical appliances, equipment or methods for the protection of the goods, in particular loading safety means. Vehicles shall have low emissions and noise as well as low energy consumption.

4.3 The Freight Forwarder shall deploy reliable, appropriate and, for the particular task in question, suitable and duly employed, qualified and trained drivers and, if required, with a driver certification.

4.4 On foreign premises, the Freight Forwarder shall comply with the house rules, plant or construction site regulations in force, if they were announced to the Freight Forwarder. Section 419 HGB remains unaffected.

4.5 The Freight Forwarder is entitled to make customs clearance dependent on issuance of a written power of attorney that assigns direct representation.

4.6 If the Freight Forwarder is assigned with the cross-border transportation of the goods or the import or export customs clearance, the Freight Forwarder is, in case of doubt, also entitled to act in regards to the customs or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. The Freight Forwarder is hereby entitled

4.6.1 to open Packages whenever such action is necessary to comply with statutorily required controls (for example, Freight Forwarder as regulated agent), and, subsequently, to undertake all measures necessary to complete the order, such as repackaging the goods.

4.6.2 to advance payments required by customs.

4.7 In case of damage to or delay of the goods and upon request by the Principal or Consignee, the Freight Forwarder must procure immediately all required and known information for securing their compensation claims.

4.8 In the absence of a separate agreement in the order supplied to the Freight Forwarder, the service does not include:

4.8.1 the supply or replacement of pallets or other Loading Means,

4.8.2 the loading and unloading of goods, unless otherwise indicated by circumstances or common practice.

4.8.3 a transshipment ban (Section 486 HGB does not apply),

4.8.4 the allocation of a shipment tracking system, unless it is in line for this sector of industry. Clause 14 ADSp remains unaffected.

4.8.5 returns, detours and hidden additional cargo. If in deviation to the actual order, one or more Packages are handed over and accepted for transportation by the Freight Forwarder, then the Freight Forwarder and the Principal concludes a new Freight Forwarding Contract about these goods. In case of returns or hidden additional cargo and in absence of a separate agreement, the terms and conditions of the original Freight Forwarding Contract will apply. Clause 5.2 ADSp remains unaffected.

4.9 Further service and information obligations, for example quality management measures and their auditing, monitoring and evaluation systems as well as key performance indicators needs to be expressly agreed.

5. Contact person, electronic communication and documents

5.1 Upon request of a contracting party, each side will nominate one or more contact persons to receive information, explanations and enquiries regarding the fulfilment of the contract and exchange names and addresses. This information needs to be updated in case of changes. If either contracting party fails to provide details for a contact person, then the relevant signatory to the contract shall be the designated contact person. Information obligations, which exceeds the obligation in statutory provisions, for example measures of the Freight Forwarder in case of disruptions, in particular, an imminent delay during takeover or Delivery, obstacles to carriage and Delivery, damages to the goods or other disruptions (emergency concept) needs to be agreed separately.

5.2 In the absence of an expressly agreement, contractual statements by warehousing or transport personnel require approval from the respective party to be considered valid.

5.3 The Principal takes care of the required declarations to be supplied by the Principal's Shipper or Consignee during the fulfilment of the contract

at the Place of Loading and Place of Delivery, and of real actions, such as Delivery and receipt of the goods.

5.4 If agreed between the Principal and the Freight Forwarder, the parties will transmit and receive the shipping details, including the creation of the invoice, by electronic means (electronic data interchange / remote transmission). The transmitting party carries the responsibility for the loss, completeness and validity of any sent data.

5.5 In case of an agreement according to clause 5.4 ADSp, the parties ensure that their IT system is ready for operation and that data can be processed appropriately, including the usual safety and control measures, to protect the electronic data exchange and prevent unauthorized access, modification, loss or destruction by third parties. All parties are obliged to give timely notification of any changes to their IT systems that could affect the electronic data interchange.

5.6 Electronic or digital documents, in particular proof of deliveries, shall be considered equal to written documents. Furthermore, each party is entitled to archive written documentation in exclusively electronic or digital format and to eliminate originals, the latter always in consideration of the legal regulations regarding the same.

6. Packaging and labelling duties of the Principal

6.1 The Principal shall pack the goods, and if required, clearly and permanently label all Packages with their required identifications, such as addresses, marks, numbers and symbols relating to the handling and characteristics of the goods. Old identification marks must be removed or garbled. The same applies for Packages.

6.2 Furthermore, the Principal is responsible for:

6.2.1 identifying all items belonging to the same shipment, to ensure easy recognition,

6.2.2 ensuring that Packages, if required, cannot be accessed without leaving external traces.

7. Securing cargo and supervisory duties of the Freight Forwarder

7.1 In all cases where loading and discharge occurs at more than one location, the Freight Forwarder takes care for the security of cargo until the last Place of Discharge and at all times, but not before the completion of loading in a transport safety manner.

7.2 The Freight Forwarder shall conduct controls at all Interfaces. The Freight Forwarder shall check completeness and identity of the goods, their apparent good order and condition as well as all seals and locks and record any irregularities in the accompanying documents or via separate notification.

8. Receipt

8.1 The Freight Forwarder shall issue a certificate of receipt with reservations noted, if necessary. In case of doubt, the certificate of receipt issued by the Freight Forwarder only confirms the number and type of Packages, but not their content, value, weight or other measurements.

8.2 Previously loaded or sealed loading units, such as containers or swap bodies and previously transmitted data, the accuracy of the certificate of receipt regarding quantity and type of loaded Packages is vitiated, if the Freight Forwarder notifies the Principal on differences (in quantity) or damages, immediately after unloading the loading unit.

8.3 The Freight Forwarder must request proof of Delivery from the Consignee in form of a Delivery receipt listing all Packages as outlined in the order or other accompanying documentation. Should the Consignee refuse to issue a Delivery receipt, the Freight Forwarder must request instructions from the Principal. The Principal can demand the Delivery receipt for a period of one year after the goods have been delivered.

8.4 As receipt for takeover or Delivery of the goods counts any signed document which gives evidence for fulfilment of the order, such as Delivery notes, forwarders certificate of receipt, consignment note, sea way bill, consignment bill or a bill of lading.

8.5 The certificate of receipt and Delivery receipt can also be issued electronically or digitally, unless the Principal requests the issuing of a consignment note, sea way bill, consignment bill or bill of lading.

9. Instructions

Upon conclusion of the contract, the Freight Forwarder must follow all instructions regarding the cargo, unless carrying out such instructions poses disadvantages to his business or damages to consignments of other Principals or Consignees. If the Freight Forwarder intends not to follow an instruction, then the Freight Forwarder shall inform the instructor immediately.

10. Freight payment, cash on Delivery

10.1 Notifications by the Principal to the effect that the order should be executed freight collect or for the account of the Consignee or a third party, for example according to Incoterms, do not exempt the Principal from his obligation to pay the Freight Forwarder its remuneration and outlays, inclu-

ding freights, customs charges and other expenses. Freight collect instructions, for example according to section 422 HGB, Article 21 CMR, remain unaffected.

11. Default of loading and Delivery times, demurrage

11.1 In cases where the Principal must load or unload the Vehicle, the Principal has the obligation to do so within the agreed, otherwise within a reasonable loading and unloading time.

11.2 If, in case of carriage of goods by road, the parties agree on a Time Frame or Point of Time or is such notified by the Freight Forwarder without objection by the Principal, Shipper or Consignee, the loading and unloading time - irrespective of the number of shipments per Place of Loading and Discharge - for full truck loads, but with the exception for bulk goods, for Vehicles with 40 tons maximum permissible weight shall be maximum 2 hours for loading and unloading in general. The times shall be reduced appropriately for Vehicles with a lower maximum permissible weight in the individual case.

11.3 The loading or unloading time begins with the arrival of the road vehicle at the designated Place of Loading and Discharge (for example, by notifying the gate keeper), and ends when the Principal has completed all its duties. However, if a Time of Performance has been agreed for the arrival of road Vehicles at the Place of Loading and Discharge, the loading and unloading time does not begin before the agreed presentation time.

11.4 In cases where the contractually agreed loading and unloading time are not maintained due to reasons beyond the Freight Forwarder's scope of responsibility, the Principal must pay the Freight Forwarder the agreed, otherwise commonly accepted, demurrage fees.

11.5 The aforementioned provisions apply accordingly, when the Freight Forwarder is obliged to load and unload the goods, and when the Principal is exclusively committed to prepare the goods for loading or to accept them after unloading.

12. Performance hindrances and force majeure

12.1 If the Freight Forwarder is unable to take over the goods, or unable to take them over on time, the Freight Forwarder must immediately notify and seek instruction from the Principal. Section 419 HGB applies accordingly. The Principal remains entitled to terminate the Freight Forwarding Contract, whereas the Freight Forwarder is not entitled to ask for compensation according to section 415 (2) HGB.

12.2 Performance hindrances that do not fall within the scope of responsibility of either contracting party, free said parties of their performance duties for the duration of the hindrance and the extent of its impact. Such performance hindrances are defined as force majeure, civil unrest, war or acts of terrorism, strikes and lock-outs, transport route blockades, and any other unforeseeable, unavoidable and serious events. In case of a performance hindrance, the contracting parties are obliged to notify the other party immediately. Additionally, the Freight Forwarder is obliged to ask the Principal for instructions.

13. Delivery

13.1 If, after arrival at the Place of Discharge, it becomes apparent that the unloading cannot take place within the time of unloading, the Freight Forwarder must immediately notify the Principal and request for relevant instructions. Section 419 HGB applies accordingly.

13.2 If the Freight Forwarder cannot adhere to the agreed Time of Performance or - in the absence of an agreement - to a reasonable time for Delivery, the Freight Forwarder shall request instructions from the Principal or the Consignee.

13.3 In cases where the Consignee is absent at the designated home, business or shared location address and if the Consignee lives therein, the goods, always assuming there are no obvious doubts regarding the entitlement to receive the goods of the person in question, may be delivered to:

13.3.1 an adult family member; a family employee; or an adult with permanent residence at the designated home address,

13.3.2 an employee at the designated business location,

13.3.3 a manager or representative authorised to receive the goods at the designated shared location.

13.4 In cases where the Freight Forwarder and Principal have agreed on Delivery without the presentation to an actual person (for example, night, garage or assembly line deliveries), Delivery is deemed to have taken place on the actual physical deposit of the goods at the agreed location.

13.5 The Delivery can only take place under supervision of the Principal, Consignee or a third party authorised for reception. Clauses 13.3 and 13.4 ADSp remain unaffected.

14. Information and restitution duties of the Freight Forwarder

14.1 The Freight Forwarder has the duty to supply the Principal with the required information and, upon request, with the status of the business as well as to demand accountability upon completion. However, the Freight

Forwarder is only obliged to reveal costs, if the Freight Forwarder works on Principal's account.

14.2 The Freight Forwarder has the duty to give anything to the Principal what he has received by carrying out and managing the business.

15. Warehousing

15.1 The Principal has the duty to pack and mark the goods, if required, and to make available all documents and information to the Freight Forwarder for an appropriate storage.

15.2 The Freight Forwarder decides in its sole discretion if warehousing takes place in its own facilities or, if not otherwise agreed, those of third parties. Whenever warehousing take place at third party warehouses, the Freight Forwarder must supply timely information regarding its name and location to the Principal or, whenever a warehouse warrant has been issued, to make a note of the information on the same.

15.3 The Freight Forwarder takes care of the duly maintenance and care of the warehouse and storage space, the drives on the premises and for securing the goods, in particular theft protection. Additional security measures, for example measures exceeding the statutory fire protection laws, must be explicitly agreed.

15.4 Unless otherwise agreed:

15.4.1 takeover of the goods for warehousing begins with the unloading of the goods from the Vehicle by the Freight Forwarder and ends with the completion of the Delivery by the Freight Forwarder.

15.4.2 inventory management is via the Freight Forwarder's inventory accounting,

15.4.3 there is one physical inventory inspection per year. On instruction of the Principal, the Freight Forwarder shall conduct further physical inventories against compensation.

15.5 With taking over the goods and if appropriate examination means are available, the Freight Forwarder is obliged to conduct a receiving inspection on types, quantities, marks, numbering, quantities of Packages as well as outer visible damages according to section 438 HGB.

15.6 The Freight Forwarder shall conduct regular inspections with appropriate personnel for securing the goods.

15.7 In case of stock shortfall and imminent changes at the goods, the Freight Forwarder shall immediately inform the Principal and ask for instructions. Section 471 (2) HGB remains unaffected.

15.8 Additional service and information obligations require an explicit agreement.

16. Remuneration

16.1 The services according to the Freight Forwarding Contract are compensated with the agreed remuneration, if this remuneration includes the costs for transportation and warehousing. Supplemental claims for costs occurred during regular transportation or warehousing and which were not foreseeable at the time of the offer, cannot be claimed separately, unless otherwise agreed. Calculation errors are at the expense of the calculator. sections 412, 418, 419, 491, 492, 588 until 595 HGB and comparable provisions of international conventions remain unaffected.

17. Compensation claims and right of recourse

17.1 The Freight Forwarder is, if not caused by him, entitled to ask for refund of expenses properly incurred, in particular those relating to average contributions, detention or demurrage charges, including additional packaging for protecting the goods.

17.2 If the Principal instructs the Freight Forwarder to receive goods and if, on reception of the goods by the Freight Forwarder, freight, cash on delivery, customs duties, taxes, or other expenses and charges are demanded, the Freight Forwarder is entitled - but not obliged - to pay these costs according to the circumstances he has properly assessed, and to claim reimbursement from the Principal, unless otherwise agreed.

17.3 On request, the Principal must immediately indemnify the Freight Forwarder for expenditures, such as freight, average contributions, customs duties, taxes and other fees demanded from the Freight Forwarder, in particular acting as a person authorised to dispose or as possessor of goods belonging to third parties, unless the Freight Forwarder is not responsible for their accrual.

18. Invoices, foreign currencies

18.1 Remuneration claims of the Freight Forwarder require the reception of an invoice or payment schedule in accordance to statutory requirements. If not otherwise agreed, the maturity is not dependent on presenting a delivery receipt in case of an uncontested Delivery.

18.2 Regarding foreign Principals or Consignees, the Freight Forwarder is entitled to ask whether to receive payment in the relevant foreign currency or in Euro (EUR).

18.3 If the Freight Forwarder owes foreign currency or has advanced foreign currency amounts, the Freight Forwarder is entitled to ask for payment in

either the relevant foreign currency or in EUR (EUR). In case of Euro (EUR), currency conversion is made according to the official exchange rate on the day of payment, which shall be evidenced by the Freight Forwarder.

18.4 Payment according to a credit memo procedure must be expressly agreed. In case of doubt, all credit memos are to be issued immediately, upon completion of services. Clause 18.1 1st sentence ADSp is not applicable for credit memo procedures.

19. Set-off, Retention

In the face of claims arising from the freight forwarding contract and associated noncontractual claims, set-off or retention is only permitted when the claim is uncontested, ready for decision or legally established.

20. Lien and retention rights

20.1 The Freight Forwarder is entitled to secure its demands arising from freight forwarding services according to the legally permitted regulations regarding lien and retention rights.

20.2 Lien rights can be exercised according to the legally established provisions, providing:

20.2.1 the threat and the required notifications about the lien exercise and the sale of the pledged items by the carrier shall be forwarded to the Consignee,

20.2.2 the time limit of one month as specified in section 1234 BGB is superseded by a time limit of two weeks.

20.3 The Principal is entitled to prohibit the exercise of the lien by granting an equivalent security for its claims, such as a directly enforceable bank guarantee.

21. Insurance of goods

21.1 The Freight Forwarder arranges the insurance of the goods (c. f. goods in transit or warehousing insurance) with an insurer of its choice, when the Principal assigns the Freight Forwarder to do so prior to handing over the goods.

21.2 The Freight Forwarder shall arrange insurance for the goods, if this is in the interests of the Principal. The Freight Forwarder can assume that insurance is in the interests of the Principal, in particular when:

21.2.1 the Freight Forwarder has arranged insurance for a previous Freight Forwarding Contract for the same Principal in the course of an ongoing business relationship,

21.2.2 the Principal has declared a value of the goods for the purpose of insurance.

21.3 The assumption that insurance is in the interest of the Principal according to clause 21.2 ADSp can be discounted, in particular when:

21.3.1 the Principal has prohibited the purchase,

21.3.2 the Principal is a Freight Forwarder, carrier or warehouse keeper.

21.4 In case of purchasing insurance cover, the Freight Forwarder shall observe instructions of the Principal, in particular the amount insured and risks to be covered. In the absence of such an instruction, the Freight Forwarder must assess the type and scope of insurance in its sole discretion and purchase insurance cover at the usual market conditions.

21.5 If, due to the nature of the goods to be insured, or for another reason, the Freight Forwarder is unable to purchase insurance cover, the Freight Forwarder will notify the Principal immediately.

21.6 If the Freight Forwarder purchases an insurance after conclusion of the Freight Forwarding Contract and upon instruction of the Principal or recovers a claim or acts otherwise on behalf of the Principal regarding carrying out insurance claims or averages, the Freight Forwarder is entitled to a reasonable remuneration according to local standards, otherwise, an appropriate remuneration, in addition to the compensation of its expenses, even in the absence of a prior agreement.

22. Liability of the Freight Forwarder, Subrogation of claims of reimbursement

22.1 The Freight Forwarder is liable for damages according to the statutory provisions. However, the following provisions shall apply, in as much as they do not contradict mandatory regulations, in particular the law of pre-formulated terms and conditions.

22.2 In all cases, where the Freight Forwarder is fault-based liable for losses or damages to the goods ("Güterschaden") according to clause 23.3 and 24, the Freight Forwarder must only pay the value and reimburse the costs according to sections 429, 430, 432 HGB instead of damage compensation.

22.3 In case of inventory divergences, the Freight Forwarder is entitled to balance the inventory with positive stock balance differences and stock shortfall of the same Principal for value evaluation in cases as set out in clause 24 ADSp.

22.5 If the Freight Forwarder has claims, for which the Freight Forwarder is not liable for, against a third party in case of damages, or in cases when the Freight Forwarder has claims exceeding the sum for which the Freight Forwarder is liable, the Freight Forwarder must subrogate such claims to

the Principal upon request, unless the Freight Forwarder has a separate agreement to pursue claims on behalf and at the expense of the Principal. sections 437, 509 HGB remain unaffected.

23. Liability limitations

23.1 Except in case of damages during carriage of goods by sea or ordered warehousing, the Freight Forwarder's liability for damages to goods is limited according to Section 431 (1),

23.1.1 8,33 Special Drawing Rights (SDR) for every kg, whenever the Freight Forwarder is:

- a carrier, as defined by Section 407 HGB,

- acting as principal ("Spediteur im Selbsteintritt"), fixed costs freight forwarder (Fixkostenspediteur) or consolidator ("Sammelladungsspediteur"), according to sections 458 to 460 HGB or

- care, custody and control Freight Forwarder ("Obhutsspediteur") according to Section 461 (1) HGB.

23.1.2 2 instead of 8.33 SDR for every kg, whenever the Principal has agreed to a Freight Forwarding Contract which is subject to a variety of transport means and includes carriage of goods by sea and an unknown damage place. In case of a known damage place, the liability according to section 452a HGB is subject to the liability exclusion and liability limitation of the ADSp.

23.1.3 Whenever Freight Forwarder's liability according to clause 23.1.1 ADSp exceeds an amount of EUR 1,25 million per Damage Case, this liability is furthermore limited to EUR 1,25 million per Damage Case, or to 2 SDR for every kg, whichever amount is higher.

23.2 The liability of the Freight Forwarder for damages to the goods in its custody for Freight Forwarding Contracts which are subject to carriage of goods by sea and cross-border transportation is limited to the maximum statutory liability amount. Clause 25 ADSp remains unaffected.

23.3 For all cases out of scope of clauses 23.1 and 23.2, such as section 461 (2) HGB, 280 ff BGB, the liability of the Freight Forwarder for damages to goods is limited according to Section 431 (1), (2) und (4) HGB to a maximum of:

23.3.1 2 SDR per kg for Freight Forwarding Contracts relating to carriage of goods by sea or a transportation by a variety of transport means, but including carriage of goods by sea,

23.3.2 8.33 SDR per kg for all other Freight Forwarding Contracts.

23.3.3 Furthermore, the Freight Forwarder's liability is limited to the maximum amount of EUR 1,25 million for each case of damage.

23.4 The liability of the Freight Forwarder for all other damages than damages to the goods with the exception of damages during ordered warehousing or damages to personal injury or goods of third parties is limited to three times the amount that would be payable for the loss of goods according to clauses 23.3.1 or 23.3.2 ADSp. Furthermore, the Freight Forwarder's liability is limited for each case of damage to the maximum amount of 125,000 Euros.

23.4.1 Sections 413 (2), 418 (6), 422 (3), 431 (3), 433, 445 (3), 446 (2), 487 (2), 491 (5), 520 (2), 521 (4), 523 HGB as well as any relevant liability provisions in international conventions shall remain unaffected.

23.4.2 Clause 23.4 ADSp is not applicable on statutory provisions, such as Article 25 Montreal Convention (MC), Article 5 Règles uniformes concernant le Contrat de transport international ferroviaire des marchandises (CIM) or Article 20 Convention de Budapest relative au contrat de transport de marchandises en navigation intérieure (CMNI), which extend Freight Forwarder's liability or permit to extend.

23.5 If Freight Forwarder's liability according to Articles 23.1, 23.3 and 23.4 ADSp exceeds the amount of EUR 2,5 million per Damage Event, then Freight Forwarder's liability is, irrespective of how many claims arise from a single Damage Event, further limited to a maximum amount of EUR 2,5 million per Damage Event or to 2 SDR per kg for lost or damaged goods, whichever amount is the higher. When there is more than one claimant, the Freight Forwarder's liability shall be proportionate to individual claims.

24. Liability limitations for ordered warehousing, inventories and declaration of value

24.1 In the case of ordered warehousing, the liability of the Freight Forwarder for damages to goods is limited to:

24.1.1 8.33 SDR for every kg corresponding to 431 (1), (2) and (4) HGB,

24.1.2 a maximum of EUR 35,000 per Damage Case.

24.1.3 70,000 Euros per year, in cases where the damage claimed by the Principal bases, contrary to clause 24.1.2 ADSp, on a difference between calculated stock and actual stock of the inventory, irrespective of the amount and type of inventory taking and the amount of Damage Cases causing the difference in inventory.

24.2 Upon payment of an agreed supplement and prior to warehousing of goods, the Principal can specify a value in text form for an increased liability that differs from the maximum amounts stipulated in clause 24.1. In this case, the specified value replaces the relevant maximum amount.

24.3 In case of warehousing upon instruction, the Freight Forwarder's liability for other damages, excluding damages to personal injury or goods of third parties, is limited to EUR 35,000 per case of damage.

24.4 In case of warehousing upon instruction, but excluding personal injury or damages to goods of third parties, the Freight Forwarder's liability is always limited to EUR 2,5 million per Damage Event, irrespective of how many claims arise from a single Damage Event. When there is more than one claimant, the Freight Forwarder's liability shall be proportionate to individual claims. Clause 24.2 ADSp remains unaffected.

25. Exclusion of liability for carriage of goods by sea and inland waterway transportation

25.1 In accordance with section 512 (2) No. 1 HGB, it is agreed that: The Freight Forwarder in its position as carrier is not responsible for any fault or neglect on the part of its servants or of the ship's company, insofar as the corresponding damage was caused in the course of steering or otherwise operating the ship, or was caused by fire or explosion on board the ship and the measures taken were not predominantly for the benefit of the cargo.

25.2 According to Article 25 (2) CMNI it is agreed that the Freight Forwarder in its position as carrier or actual carrier is not liable for damages:

25.2.1 caused by an act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or tower during navigation or in the formation or dissolution of a pushed or towed convoy, provided that the Freight Forwarder complied with the obligations set out for the crew in Article 3 (3) CMNI, unless the act or omission results from an intention to cause damage or from reckless conduct with the knowledge that such damage would probably result,

25.2.2 caused by fire or an explosion on board the vessel, where it is not possible to prove that the fire or explosion resulted from a fault of the Freight Forwarder or the actual carrier or their servants or agents or a defect of the vessel,

25.2.3 the defects existing prior to the voyage of his vessel or of a rented or chartered vessel if he can prove that such defects could not have been detected prior to the start of the voyage despite due diligence.

25.3 Clause 22.4 ADSp remains unaffected.

26. Non-contractual liability

In accordance with sections 434, 436 HGB, the above mentioned liability exclusions and limitations also apply to non-contractual claims. Clause 23.4.1 ADSp applies accordingly.

27. Qualified fault

27.1 Liability exclusions and limitations listed in clauses 22.2, 22.3, 23.3 and 23.4 in conjunction with 23.5, 24 as well as 26 ADSp do not apply when the damage has been caused by:

27.1.1 intent or gross negligence of the Freight Forwarder or vicarious agents or

27.1.2 infringement of Material Contractual Obligations, whereby such claims are limited to predictable and typical damages.

27.2 Divergent from clause 27.1.2 ADSp, the liability limitations of clause 24.1 and 24.2 ADSp only apply in case of gross negligent or intentional infringements of material contractual duties.

27.3 Sections 435, 507 HGB remains applicable within their scope of application.

27.3 Clause 27.1 ADSp is not applicable on statutory provisions, such as Article 25 MC, Article 36 CIM or Article 20, 21 CMNI, which extend Freight Forwarder's liability, allows extending or expanding the imputation of fault of servants or third parties.

28. Liability insurance of the Freight Forwarder

28.1 The Freight Forwarder is obliged to purchase and maintain liability insurance at the usual market conditions with an insurer of his choice that, as a minimum, covers the ordinary liability amounts of its freight forwarding liability according to ADSp and statutory provisions. The agreement of maximum insurance amounts per Damage Case, Damage Event and year is permitted as well as the agreement of reasonable deductibles for the Freight Forwarder.

28.2 Upon request, the Freight Forwarder is obliged to provide evidence of the liability insurance and its validity by presentation of an insurance confirmation within a reasonable Time Frame. In absence of such a presentation, the Principal is entitled to terminate the Freight Forwarding Contract extraordinarily.

28.3 The Freight Forwarder is only entitled to rely on the liability limitations of the ADSp, when the Freight Forwarder provides an appropriate insurance cover at the time of order.

29. Liability of the Principal

29.1 The liability of the Principal pursuant to sections 414, 455, 468, and 488 HGB is limited to EUR 200,000 per Damage Event.

29.2 The aforementioned liability limitation does not apply in case of personal injuries, such as injury of life, body and health, if the damage was caused by gross negligence or wilful intent of the Principal or its vicarious agents, or infringement of Material Contractual Obligations, whereas the latter is limited to predictable and typical damages.

30. Applicable law, place of fulfilment, place of jurisdiction

30.1 The legal relationship between the Freight Forwarder and Principal is governed by German law.

30.2 The place of fulfilment for all involved parties is the location of the Freight Forwarder's branch office dealing with the order or the enquiry.

30.3 The place of jurisdiction for all disputes and all involved parties arising from the Freight Forwarding Contract, an enquiry or in relation to it, is the location of the Principal or Freight Forwarder's branch office dealing with the order or enquiry, as far as all these parties are merchants. The aforementioned place of jurisdiction shall be deemed as an additional place of jurisdiction pursuant to Article 31 CMR and Article 46 § 1 CIM, but not in case of Article 39 CMR, Article 33 MC, Article 28 Convention for the Unification of certain rules relating to international carriage by air (WC).

31 Confidentiality

31.1 Contractual parties are obliged to maintain confidentiality regarding all unpublished information received during the execution of the freight forwarding contract. This information can only be used for the exclusive purpose of contract fulfilment. The parties shall commit other legal persons with an equivalent confidentiality obligation, if these legal persons are deployed for contract fulfilment.

32 Compliance

32.1 The Freight Forwarder shall comply with minimum wage provisions and minimum conditions for workplaces and confirms the compliance in text form upon request of the Principal. The Freight Forwarder indemnifies the Principal for its liability for minimum wages, if the Freight Forwarder, its subcontractor or hirer during the course of fulfilment of the Freight Forwarding Contract, does not pay the minimum wages and the Principal is demanded to pay.

32.2 The Freight Forwarder shall ensure in case of transportation services, that its executing subcontractor

32.2.1 possesses, within the scope of application of the Güterkraftverkehrsgesetz (GüKG), a permission according to section 3 GüKG, an entitlement according to section 6 GüKG or a community license or does not use such a permission, entitlement or license unlawfully.

32.2.2 deploys driving personnel, which comply with the requirements of section 7b (1) sentence 1 GüKG, if applicable,

32.2.3 upon request provides all documents, which must be carried during transportation according to statutory provisions, when the Principal or third parties must comply with statutory controlling obligations,

32.3 In case of transportation, the Freight Forwarder or its executing subcontractor is obliged to organise the activities of its driving personnel according to the compulsory working, driving and recreation times. During the driving of Vehicles, alcohol and drugs are generally prohibited.

32.4 Both contracting parties commit to carrying out their contractual duties and to act according to the legal regulations covering their business and to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights, and the Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and customs. In particular, both parties will commit to:

32.4.1 no child or forced labour,

32.4.2 comply with the relevant national laws and regulations regarding working hours, wages, salaries and to comply with any other obligations for employers,

32.4.3 to comply with the current regulations on health and safety at work, and to provide a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness,

32.4.4 prohibit all discrimination based on race, religion, disability, age, sexual orientation or sex,

32.4.5 comply with international standards on corruption, such as those published in UNGC and to adhere to local anti-corruption and bribery laws,

32.4.6 adhere to all current environmental protection laws and regulations,

32.4.7 engage its business partners and subcontractors according to the aforementioned principles.

I. GENERAL SECTION

1. All our crane and haulage Services, as well as rough assemblies, are subject to the following terms and conditions unless overriding statutory regulations stipulate otherwise (e.g. German Commercial Code (HGB) or CMR, CMNI/CLNI, CIM/COTIF or MÜ).

2. **Crane Services** in the meaning of these terms and conditions are provided in two categories:

Category 1 - Crane hire

Crane hire means the Provision of hoisting equipment with operating personnel to the customer for carrying out work in accordance with the customer's instructions and arrangements.

2.2. Category 2 - Crane work

Crane work refers to the carriage of goods, especially hoisting, moving and transporting loads and/or persons for the purpose of working with a mobile hoist and relates to accomplishing one or several contracted hoisting manoeuvres by the contractor according to the instructions and arrangements. This includes especially isolated marshalling of heavy objects by means of a crane.

3. **Transport Service** in the meaning of these terms and conditions is the commercial transportation of goods and moving or relocating goods, especially by means of Special auxiliary transportation gear such as e.g. heavy load rollers, armoured rollers, heavy duty roller gears, lifting jacks, air cushions, hydraulic lifting scaffolding and lifting portals or similar (so-called ground or transfer transports) including interim storage in connection with the transportation. Heavy items are usually transported unpacked and without tarpaulin cover. Packaging or covering the load with tarpaulins, loading, stowing and lashing - excepting sea cargo - are only owed by the contractor if this is contracted. The customer is agreed with open deck loading for shipment by sea.

4. **Rough assemblies and disassemblies** are components of the crane or transport Service if this is contracted. This includes fitting together or disassembling and fastening or loosening the load for preparing or carrying out the transportation. The BSK Terms and Conditions of Assembly in the latest Version apply for assembly Services going beyond this (final assembly, trial run, fine adjustments, etc.).

5. Results of Site inspections and Special agreements, e.g. with regard to the loading and unloading locations, crane location, etc. must be recorded in writing by the parties.

6. Contracts for carrying out large volume and heavy transports or moving cranes in public road traffic require the permission or approval of the responsible public authority, especially with regard to § 18 I 2 and § 22 II, IV and § 29 III and § 46 I No. 5 of the Federal Road Traffic Regulations (StVO) as well as § 70 I Federal Road Traffic Registration Ad (StVZO). These contracts are concluded exclusively under the condition precedent that the required permission or approval is granted in good time.

7. If the authorities order traffic direction measures (police escort, etc.) or decree other requirements and ancillary stipulations to comply with road safety and unimpeded traffic circulation and/or to protect road surfaces, then these contracts are also concluded under the condition precedent that the escort and/or safety personnel is available in good time and that the official traffic safety measures can be implemented in good time. The contractor commits to inform the customer immediately of such requirements and ancillary stipulations for executing the transport which could handicap or hinder the transport. In this respect we refer to the BSK Information leaflet "Traffic Direction Measures".

8. Unless otherwise agreed, the contractor is entitled to employ other enterprises to fulfil the assumed contractual obligations.

9. The contractor is entitled to withdraw from the contract without this giving rise to damage compensation Claims if a careful examination before or during the deployment of vehicles, equipment or working devices of any kind has revealed that significant damage to third party and/or own property and/or assets or injury to persons will very probably be inevitable despite all reasonable efforts to avoid such damage. The exclusion of damage compensation Claims is void if the contractor ignored the due diligence required of a proper merchant (carrier). In the case of withdrawal, the remuneration for crane Services is charged pro rata and transport Services are subject to the statutory provisions.

10. The contractor is entitled to interrupt the deployment immediately in case of hazard to equipment, load, personnel and/or third parties. Interruptions caused by weather conditions do not diminish the entitlement to claim remuneration while taking saved expenditure into account if the impediments due to adverse weather conditions were insurmountable despite reasonable endeavours.

11. The Service by the contractor is determined according to the crane or transport order or the agreements in the international consignment note. Only if so agreed does the contractor also supply necessary auxiliary, instruction and other personnel and the possibly necessary slingers at the cost of the customer.

Unless otherwise agreed, billing is according to time units (hourly or daily rates). Unless otherwise agreed, the remuneration Obligation comes into being with departure of the lifting or transport vehicle from the Company grounds of the contractor and ends when said vehicle returns. If hourly or daily rates are agreed, then these also apply for outbound and homebound travelling times and for rigging times. Hourly rates are accounted as per started half-hour and daily rates as per started working day. Unless otherwise agreed, the customer bears the charges and costs for official charges and all procurement costs and costs incurred due to official requirements and other ancillary stipulations, as well as police escort fees or the costs for the company's own safety measures and other costs for safety precautions ordered by the authorities. The agreed amounts are understood as without VAT, which must be paid to the contractor in addition in the respective statutory amount.

II. SPECIAL SECTION

Chapter 1 Crane hire /Obligations and liability of the contractor

12.1. If the main Service performed by the contractor consists of the designated supply to the customer of lifting equipment with operating personnel in order to carry out work in accordance with the customer's instructions and arrangements, then the contractor is under the Obligation to provide a generally and particularly suitable hoist that complies with the applicable statutory provisions and valid regulations for technical equipment of the Safety Standards Authority (TÜV) and is approved pursuant to the Accident Prevention Regulations (UVV) and is ready for Operation. The contractor is only Nable for supplied personnel within the scope of the applicable fundamentals for a fault in the selection of personnel.

12.2. Liability for failure to provide equipment in good time is excluded in cases of force majeure, strikes, roadblocks and other unavoidable occurrences, unless the contractor could have avoided their consequences if the contractor had taken the necessary due care usual in the business.

12.3. The liability of the contractor in all other cases of failure to provide equipment in good time is limited to the typically foreseeable damage. This limitation is null and void in cases of intent or gross negligence.

Chapter 2 Crane work and transport / Obligations and liability of the contractor

13. The contractor commits to execute all Orders placed with him properly and expertly with all means and technical possibilities at his disposal in observance of the applicable rules of technology.

14. The contractor commits especially to deploy generally and particularly suitable transport means and suitable hoisting equipment that comply with the applicable statutory provisions and valid regulations for technical equipment of the Safety Standards Authority (TÜV) and Accident Prevention Regulations (UVV). Furthermore, the contractor commits to provide generally and particularly suitable operating personnel (crane Operators and vehicle drivers) who are familiär with operating the transport means or the hoisting equipment.

15.1. If the main Service performed by the contractor consists of crane work and/or transportation, then the statutory regulations governing the freight carrying business apply. The liability of the contractor for damage to goods is - excepting in cases of qualified culpability - limited to 8.33 Special drawing rights (SDR) per kilogramme of the damaged or lost property. For transportation by ship the contractor shall be Nable in these cases to a maximum of 2 SDR per Kilogramme gross weight of the consignment or a maximum of 666.6 SDR per packaging piece or unit.

15.2. The contractor waives the right to object to the limitation of liability in sum total pursuant to section 15.1 for damages to goods up to the amount of 500,000.00 and for other pecuniary damages up to the amount of 125,000.00, each per damage occurrence.

15.3. The contractor has no liability if the damage is caused due to the conduct of his people, the ship crew or other persons in the Service of the ship in their navigation or other Operation of the ship or caused due to fire or explosion on-board the ship.

16. If the customer requires a higher amount than that specified in section 15.2, this must be explicitly so agreed before the order is placed and the contractor is entitled to Charge the customer for the costs of insuring a correspondingly higher liability.

17.1. The contractor is only obligated to insure the goods insofar as an explicit written order has been submitted for this stating the insurable value and the risks to be covered; merely stating the declared value shall not be understood as an order for insurance cover.

17.2. Acceptance of the insurance policy does not signify that the contractor assumes the obligations incumbent on the customer as policyholder; however, the contractor must take all usual measures in order to uphold the right to claim from the insurance.

17.3. In the absence of any deviating written agreements, the contractor insures to the insurance conditions usual at his registered business domicile.

Obligations and liability of the customer

18. The customer must create all technical prerequisites necessary for proper and safe realisation of the order at his own account and risk and must maintain these during the assignment. The customer is especially obligated to maintain the goods to be handled in a condition ready and suitable for executing the Order. The customer is moreover obligated to State correctly and in good time the dimensions, weights and Special characteristics of the goods (e.g. centre of gravity, type of material, etc.), as well as the load fastening points in the case of crane work.

19. The customer must obtain the necessary permission for the use of third party properties, private roads and places and must indemnify the contractor against any third party Claims that may arise from unauthorised use of a third party property.

20. Furthermore, the customer is responsible that the ground, place and other circumstances at the deployment site, as well as the access paths - except public roads, paths and places - allow an orderly and safe execution of the assignment. The customer is especially responsible that the ground structure at the place of loading and unloading or where the crane Stands and access roads can support the ground pressure loads and other loads. Finally, it is the responsibility of the customer to State all positions of Underground cable conduits, supply pipelines and other lines and cavities that could impair the load-bearing capacity of the ground at the deployment site or on the access roads. Without being specially requested to do so, the customer must indicate the positions and existence of exposed and overhead conducting lines, Underground cables, conduits, shafts and other cavities or other unrecognisable impediments that could impair the Standing and operating safety of vehicles at the deployment site, as well as other particular hazardous situations (e.g. hazardous substances, contamination damages, etc.) which could arise while carrying out crane work or transportation with regard to the transported goods and the surroundings.

Statements and declarations by third parties employed by the customer to fulfil the obligations of the customer are deemed to be own Statements of the customer.

21. After placing the order, the customer is not permitted to give instructions without the consent of the contractor to the personnel of the contractor that deviate in type and scope from the contractual agreements or that are in contradiction to the purpose of the contract.

22. If the customer culpably offends against the aforesaid obligations, especially his Obligation regarding preparation, Information and cooperation, then the customer is liable to the contractor for any damages arising as a result. This does not affect the regulations of § 414 paragraph 2 German Commercial Code. The customer must indemnify the contractor fully against third party damage compensation Claims arising from a breach of the obligations of the customer. In the case of recourse to the contractor under the Environmental Damage Act (USchadG) or other comparable public, national or international law, the customer must indemnify the contractor in the internal relationship to the full, unless the contractor caused the damage wilfully or in gross negligence. This does not prejudice the plea of co-culpability for both parties.

III. CONCLUDING PROVISIONS

23. The Performances of the contractor are preliminary Performances and do not entitle discounts. After the assignment is fulfilled, the invoices of the contractor must be settled immediately following acceptance and invoice receipt, unless otherwise agreed at order placement. Netting or withholding is only permissible with counterclaims that are uncontested or established with lawful finality, unless the customer is a consumer. For all Claims, whether due or not due, to which the contractor is entitled against the customer from the activities stated in sections 2 to 4, the contractor has a right of lien and a withholding right to the moveable items or other assets in his possession. However, the right of lien and withholding does not go beyond the statutory right of lien of a freight carrier or lessor and the general withholding right. Rights of lien and withholding due to Claims from other transportation contracts concluded with the customer are governed by § 366 paragraph 3 German Commercial Code. The contractor may also only exercise a right of lien or withholding right due to Claims from other contracts concluded with the customer if these Claims are uncontested or established with lawful finality or if the debtor's assets Situation puts the claim of the contractor at risk. The due period of one month stipulated in § 1234 German Civil Code for threatening to sell pledged items is replaced in all cases by a due period of two weeks. If the customer is in default, then after sale is threatened the contractor can freely sell that quantity of the goods and values in his possession which he deems at his own dutiful discretion to be sufficient to obtain satisfaction. In all cases the contractor can Charge a locally usual sales commission from the net proceeds of the sale of pledged items or self-help sale.

24. Place of jurisdiction, also for cheque and bill of exchange protests between merchants, is exclusively the court of law with jurisdiction at the registered place of business of the contractor. All contracts concluded by the contractor are subject to German law. This also applies for non-German customers.

25. Where Statements are required in writing, electronic data transmission and any other readable form is considered as equivalent provided that it clearly identifies the originator.

26. Should parts of these general terms and conditions be invalid or impracticable for any contractual or legal reasons, this shall not affect the remaining provisions: in this respect § 139 German Civil Code is regarded as null and void.