

# GENERAL TERMS AND CONDITIONS

## 1. General provisions, Scope

- (1) These General Terms and Conditions (the "HARDER T&Cs") shall exclusively apply to any offers, orders and agreements concerning services of all kind in the field of logistics (the "Logistics Services") rendered by HARDER Logistics or its legal successors ("HARDER Logistics") within the course of business with consumers as defined in section 13 German Civil Code (§ 13 BGB) (the "Customer") in the context of freight, freight forwarding, storage, removal, disassembly and reassembly, relocation or other agreements in the field of logistics (the "Logistics Contracts").
- (2) For offers of HARDER Logistics, Logistics Contracts of HARDER Logistics with the Customer and individual orders the HARDER T&Cs in their latest version shall apply exclusively. Any conflicting or deviating General Terms and Conditions of the Customer are hereby expressly contradicted insofar as they deviate from the HARDER T&Cs, unless HARDER Logistics expressly agrees to their application in writing. The HARDER T&Cs shall also be applicable in the context of ongoing business relations between HARDER Logistics and the Customer, even if they have not been expressly agreed between the parties again.
- (3) The price lists of HARDER Logistics are available under [www.harder-logistics.com](http://www.harder-logistics.com) or can be obtained by the Customer via email under [info@harder-logistics.com](mailto:info@harder-logistics.com).

## 2. Conclusion of Contract, Scope, Amendments

### (1) Offers, Conclusion of Contract, Obligation to Provide Information

- a. Offers made by HARDER Logistics are non-binding.
- b. A Logistics Contract shall only become legally valid upon HARDER Logistics' written confirmation or, in case HARDER Logistics has issued a binding time-limited offer, upon Customer's written acceptance thereof within due time. The Customer shall be bound to its offer for two weeks. For compliance with the written form according to **Section 2 (1) b.**, fax, email or comparable electronic text forms shall be sufficient.
- c. The Customer undertakes to provide Harder Logistics with all information and documents necessary to carry out the agreed Logistics Services in Customer's offer or acceptance.

### (2) Scope, Side Agreements

- a. The kind, extent and time of performance of the Logistics shall be finally determined by the written order confirmation by Harder Logistics and annexes thereto.

- b. Side agreements, changes and amendments of the scope of the Logistics Agreements only valid if these have been confirmed in text form by Harder Logistics.

## 3. Prices, Payment Terms, Default in Payment

### (1) Prices

- a. Unless otherwise agreed in text form, the prices laid down in the price list of HARDER Logistics valid at the time of the conclusion of the respective Logistics Contract shall apply. The provisions set forth in **Section 1 (3)** shall be applicable to the price list. Unless otherwise provided in the price list or in a separate agreement in text form, prices are subject to Value Added Tax.
- b. The Value Added Tax will be indicated separately in the invoice at the legally applicable rate on the date of submission of the invoice.
- c. Supplements and additional services will be charged separately in accordance with the prices determined by Harder Logistic's current price list at the time of conclusion of the Logistics Contract. The provisions set forth in **Section 1 (3)** shall apply for the price list.

### (2) Payment Terms

- a. Unless otherwise agreed in text form, all invoices of Harder Logistics are payable without deductions immediately at the time the Customer receives the invoice and the Logistics Services have been executed.
- b. Deviating from **Section 3 (2) a.**, the following shall apply to the due date of payments for the Logistics Services of removals and the storage:
  - i. Unless otherwise provided by the parties in text form, invoices for Logistics Services of removals are payable immediately after Customer's receipt of invoice and **(i.)** for domestic transports before completion of delivery of the removal goods or **(ii.)** in the case of international transports before loading.
  - ii. Unless otherwise provided by the parties in text form, the payment for the monthly Logistics Service of storage (monthly storage fee) is payable in advance by the 3rd working day of each month even without specific invoicing.
- c. A cash discount will only be deducted according to the discount rates valid on the day of invoicing and, if **(i.)** this has been agreed in text form, **(ii.)** all older invoices due have been paid, **(iii.)** no bills of exchange are outstanding and **(iv.)** the Customer takes part in the SEPA Base Direct Debiting Scheme (SEPA Direct Debit CORE/COR1) after placing a

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- direct debit order. Cash discounts are not granted for payments by Cheque or bill of exchange. (3)
- d. HARDER Logistics reserves the right to accept cheques and bills of exchange in each individual case. All payments shall only be deemed valid with the final credit to HARDER Logistics' bank account. Costs caused by payment by cheque or bill of exchange, in particular discount, bill or stamp costs as well as bank charges, shall be borne in full by the Customer. (4)
- e. HARDER Logistics reserves the right, in case of non-compliance with the terms of payment as well as in case of becoming aware of circumstances, which make the creditworthiness of the Customer questionable, to render any further execution of Logistics Services to the Customer only under the condition that the Customer provides prepayment or adequate security. For this purpose HARDER Logistics may set an appropriate deadline to the Customer. After the unsuccessful expiry of such deadline, HARDER Logistics may refuse performance of all open Logistics Services and rescind from all Logistics Contracts concluded with the customer. The assertion of further rights of HARDER Logistics remains unaffected thereby. Claims for damages of the Customer are excluded to such extent. (5)
- f. HARDER Logistics further reserves the right, in case of non-compliance with the terms of payment for the Logistics Services of removals to stop the transport of the removal goods or to keep the removal goods in storage after transportation at the Customer's expense until the payment of the remuneration for the Logistics Service of removal and the necessary expenses incurred has been made. (2)
- (3) Default of Payment**
- a. In the event of default of payment on the part of the Customer interest for default in the amount of 5 percentage points above the respective base interest rate shall be paid. HARDER Logistics reserves the right to assert higher damages.
- b. The Customer shall be in default 30 days after receipt of invoice by the Customer and execution of the Logistics Service even without any reminder, unless – in exceptional cases – a longer or shorter term of payment has been agreed in text form.
- 4. Set-Off, Retention, Assignment**
- (1) The Customer shall only be entitled to set off such counterclaims which have been finally and conclusively established, are undisputed or acknowledged by HARDER Logistics.
- (2) The Customer has a right of retention only insofar as the Customer's counterclaim is based on the same contractual relationship.
- HARDER Logistics is entitled to set off its own claims against the Customer.
- Any assignment or pledging of Customer's rights and claims against HARDER Logistics requires the prior consent of HARDER Logistics in text form.
- 5. Packaging Materials**
- (1) To the extent the Customer requests that HARDER Logistics uses packaging materials belonging to or under the legal control of the Customer to perform its obligations under the Logistics Contract, the Customer shall be, at its sole cost and expense, responsible for timely delivery of such materials to HARDER Logistics in sufficient quantity and quality at the place of execution of the Logistics Services.
- (2) The Customer shall be fully liable to HARDER Logistics for any additional costs arising from the Customer's failure to fulfill its obligations for timely delivery of packaging materials set forth in **Section 5 (1)**.
- 6. Execution of Logistics Services of Relocations**
- The following provisions of **Section 6** shall apply exclusively if the Logistics Services are related to relocations (the "**Relocation Services**").
- (1) Additional Load**
- The Relocation Services may also be carried out by way of transport of additional load.
- (2) Transportation Protection, Inspection and Notification obligation of Customer, Collection of the Removal Goods**
- a. The Customer is obliged to have moving or electronic parts of the removal goods properly protected for transport, especially in case of damageable equipment.
- b. HARDER Logistics is not obliged to assess the transportation protection.
- c. If the removal goods include dangerous items (e.g. gasoline or oils), the Customer is obliged to give notice in text form to HARDER Logistics about the exact nature of the risk (e.g. flammability, corrosive liquid, explosive substances etc.).
- d. At HARDER Logistics collection of the removal goods, the Customer is obliged to check that no item is taken along or left over by mistake.
- 7. Execution of Logistics Services of Storage**
- The following provisions of **Section 7** shall apply exclusively if the Logistics Services are related to storage services (the "**Storage Services**").

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## (1) Customer's duty to inform HARDER Logistics

a. If the storage goods include dangerous items (e.g. gasoline or oils), the Customer is obliged to give notice in text form to HARDER Logistics about the exact nature of the risk (e.g. flammability, corrosive liquid, explosive substances etc.).

a. The Customer undertakes to inform HARDER Logistics in text form without undue delay of any changes in its address.

## (2) Storage, inventory of stored property, removal

a. The Storage Services are carried out in suitable company-owned or foreign storage rooms. Storage in appropriate moving trucks or containers is deemed to be equivalent. If HARDER Logistics stores the storage goods at a third-party storage company, HARDER Logistics undertakes to disclose the third party's name and location of the storage facility to the Customer in text form pursuant to Sec. 126 German Civil Code (§ 126 BGB) or, if a warehouse warrant has been issued, to mark this on the warrant.

b. Upon storage, an inventory of the stored goods under this contract shall be prepared and signed by the Customer and HARDER Logistics. The stored goods shall be labelled in numerical order. The number and weight of bins or boxes shall be recorded, and the total weight must be indicated. HARDER Logistics may waive the preparation of an inventory if the stored goods are stored in a container on the site of loading, the container is immediately sealed and remains sealed during the term of storage. The waiver of the creation of an inventory requires the text form.

c. A copy of the storage contract and the inventory shall be handed out or sent to the Customer. In the case of partial stock removals, appropriate write-downs are made on the warehouse warrant or the inventory.

d. HARDER logistics is entitled to hand over the stored goods upon presentation of the storage contract with inventory or a corresponding write-off notice contained in the inventory unless HARDER logistics is aware or unknown due to gross negligence that the person presenting the storage contract and the inventory. HARDER logistics is authorized, but not obliged, to verify the legitimacy of the person who submits the inventory and the storage contract.

e. Upon complete removal of the stored goods from storage, the customer is obliged to return the storage contract with inventory and to issue a written acknowledgement of receipt. In the case of partial stock removals HARDER logistics and the customer shall make corresponding write-downs in writing on the inventory and in the storage contract.

f. During the term of storage the Customer is entitled to enter the warehouse during the usual business hours of HARDER logistics accompanied by a person designated by HARDER

logistics and to inspect the stored goods. The appointment must be arranged in advance with HARDER logistics. The storage contract and the inventory must be presented at the appointment.

## 8. Performance Times, Dates, Deadlines

(1) Performance times, dates and deadlines for the provision of the Logistics Services are only then binding for HARDER logistics, if these are marked as binding in the Logistics Contracts in text form.

(2) In the event of force majeure or other impediments that occur outside HARDER logistics' sphere of influence, e.g. stoppage of work, strike, lockout, state bans, war, energy and transport difficulties and operational disruption any deadlines shall be extended and any dates are postponed according to their effects. The same applies to a time limit set by the Customer for the execution of a Logistics Service, in particular for additional periods according to §§ 281 para 1, 323 para 1 BGB. Such extension shall also apply, if HARDER logistics is already in default concerning the execution of a Logistics Service. HARDER logistics shall notify the Customer of such delays as early as possible, stating the expected start and end date.

(3) If HARDER logistics comes in arrears with the performance of the contract with respect to individual Logistics Services for reasons, which are no fault of HARDER logistics and which are not mentioned in **Section 8 (2)**, then the damage caused by delay (which have to be proven) shall be limited to 0.5 % of the part of the price corresponding to the delayed part of the Logistic Service for each full week of delay, but no more than 5 % of the part of the price corresponding to the Logistics Service that is delayed in sum. HARDER logistics reserves the right to prove that the Customer has not suffered any or lower damages caused by default in the individual case. Further claims of the Customer due to delay are ruled out. **Section 8 (3) sentences 1 to 3** shall not be applicable, provided that the legal relationship between HARDER logistics and the Customer is subject to the (i.) Agreement on the contract of carriage in the international Road freight transport ("CMR"), (ii.) Convention on international carriage of goods by rail, Annex B ("CIM"), (iii.) Budapest Convention on the International Carriage of Goods by Rail Contract for the carriage of goods by inland waterway ("CMNI"), (iv.) Convention for the Unification of Certain Regulations on international carriage air transport ("**Montreal Convention**") or other mandatory legal provisions must be applied.

(4) If the execution of a Logistics Service is delayed upon the Customer's request or behest, HARDER logistics is entitled, after notification of its readiness to perform, to invoice to the Customer the costs incurred by the delay, at least, however, 0.5 % of the invoice amount of the delayed Logistics Service for each month of delay. Nonetheless, HARDER logistics is

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entitled, after setting and unsuccessful expiry of a reasonable period of time, to provide the Logistics Services otherwise and to provide the Logistics Services to the Customer within correspondingly extended deadlines. If HARDER logistics exercises such right to provide the Logistics Services otherwise, HARDER logistics is entitled to claim compensation for damages (by way of lessened profit) and accrued costs from the Customer.

## 9. Warranty for Logistics Services of Assembly, Disassembly and Reassembly, Limitation of Warranty Claims

- (1) The following provisions of this **Section 9** shall exclusively apply on the warranty for Logistics Services consisting of assembly, disassembly and reassembly (the "**Logistics Services-Assembly**").
- (2) The warranty obligation of HARDER logistics for the Logistics Services-Assembly shall be limited to the rework of a defect within a reasonable period of time. Any claims for damages are excluded.
- (3) The Customer is expressly reserved the right, in case of HARDER logistics' failure of rework, to demand a reduction of the remuneration (the price) or cancellation of the Logistics Contract. A failure in the above-mentioned sense is present in particular, if the rework is impossible, if it is seriously and definitively refused on the part of HARDER logistics, if it is unreasonably delayed or is unreasonable for the Customer due to the accumulation of defects.
- (4) All warranty claims of the Customer for Logistics Services-Assembly are time-barred after one year from the beginning of the statutory limitation period. This limitation period shall not apply to damages caused by willful misconduct or gross negligence, to damage to life, limb and health and insofar as statutory limitation provisions must be applied.

## 10. Liability, Limitation of Liability, Limitation

- (1) HARDER logistics shall only be liable for claims for damages of the Customer in the cases of violation of life, body, health or breach of essential contractual obligations (so-called "Kardinalpflichten", i.e. obligations, the fulfilment of which is a prerequisite for the proper execution of the contract in the first place and in the compliance with which the Customer regularly relies and may rely) as well as for other damages, which are based on willful misconduct or grossly negligent breach of obligations by HARDER logistics, its legal representatives or vicarious agents and for damages, for which according to a liability is provided for.
- (2) In the event of a breach of essential contractual obligations, HARDER logistics shall be liable for the contract-typical, foreseeable damage, if caused by simple negligence, unless claims for damages to life, body or health or resulting from mandatory provisions of statutory law are concerned.

(3) Unless a liability is provided by mandatory legal provisions, HARDER logistics' liability is limited in amount to the sum insured by the existing insurance of HARDER logistics, which amounts to € 2.2 million, if not in individual cases a lower liability has been agreed, in particular a lesser liability results from Section 451e German Commercial Code (HGB) if the Logistics Services are related to relocations.

(4) All claims of the Customer arising from and in connection with the Logistics Contracts are subject to a limitation period of one year from the beginning of the statutory limitation period. This limitation period shall not apply to damages caused by willful misconduct or gross negligence, to damage to life, limb and health and insofar as statutory limitation provisions must be applied.

(5) To the extent the legal relationship between HARDER logistics and the Customer is subject to the (i.) CMR, (ii.) CIM, (iii.) CMNI or (iv.) Montreal Convention, Section 9 (1) to (4) shall not be applicable to the complete or partial loss and for destruction or damage of the goods to be transported as well as for exceeding the delivery period. Instead the provisions of the CMR, CIM, CMNI and the Montreal Convention shall apply in these cases.

## 11. Confidentiality

- (1) HARDER logistics and the Customer (the "**Parties**") undertake to keep confidential all non-public commercial and technical details, in particular trade or business secrets, which may be disclosed to them in connection with the mutual business relationship (the "**Confidential Information**"). Confidential information may only be transferred, disclosed or otherwise made available to third parties, if and to the extent that the Party concerned has expressly agreed in advance in text form.
- (2) This confidentiality obligation does not apply to information, documents and knowledge, which at the time of the respective notification by the other party can be proven to have been already generally known or has become so without breach of this confidentiality obligation. Also, this confidentiality obligation shall not apply to the disclosure of documents and information, which is necessary to obtain official approvals.
- (3) The use, storage and duplication of Confidential Information by the parties is only permitted insofar as this is necessary for the proper execution of the contract.
- (4) The parties shall also bind all employees, representatives, third parties assigned by the Parties, consultants and legal successors to comply with the obligations arising pursuant to this Section 11.

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- (5) The parties are obliged to return Confidential Information to the other Party after completion of the contract or, upon request of the other Party, to destroy Confidential Information and prove destruction to the other Party.

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- (6) The obligation of confidentiality shall also apply after the completion of the contractual relationship. It shall expire, if and to the extent Confidential Information has become generally known without breach of the confidentiality obligation; however, it shall apply for a maximum period of five years after the transmission of the last piece of Confidential Information complete fulfilment of the contractual relationship.

## 12. Illustrations, Drawings, Documents

HARDER logistics reserves all ownership rights and other industrial property rights to all illustrations, drawings, calculations and other documents. Such illustrations, drawings, calculations and other documents may not be made accessible to any third parties. The Customer may only pass on such illustrations, drawings, calculations and other documents to third parties with HARDER logistics' express consent in text form.

## 13. Miscellaneous

### (1) Applicable Law

The legal relationship between HARDER logistics and the Customer shall be exclusively governed by the laws of the Federal Republic of Germany excluding the United Nations Convention on contracts for the international sale of goods – CISG and the provisions on conflict of laws to the extent that mandatory provisions of the country the Consumer has its habitual residence are withdrawn.

### (2) Place of Jurisdiction

Insofar the Customer does not have a general place of jurisdiction within the Federal Republic of Germany, all contractual and related non-contractual disputes between the parties shall be subject exclusively to the local courts in Neu-Ulm.

### (3) Electronic Data Processing

The Customer agrees that HARDER logistics may use its personal data by way of electronic data processing transmitted, insofar as this is necessary for the execution of the contract and permissible within the scope of data protection regulations.

### (4) Language Version

The present HARDER T&Cs are issued in German and English language. In case of deviations between the different language versions, the German version shall prevail.