

General Terms and Conditions (GTC) for Contractors

The following General Terms and Conditions shall apply exclusively to business transactions between United Freight GmbH and the Contractor. The Contractor agrees that in the event of the use of general terms and conditions also by him, our general terms and conditions shall apply exclusively. Contractual performance by the Contractor shall be deemed as consent to be subject to our GTC.

1. Acceptance of the order by the Contractor

The order shall be accepted by written or oral order confirmation or by actual performance by the Contractor. Unilateral changes to the accepted order by the Contractor are excluded.

2. Change of order

Only United Freight GmbH is entitled to unilaterally change the order already accepted and the Contractor expressly gives its consent to this and the Contractor accepts any necessary future changes to the order. Changes to the order which represent an increased effort for the Contractor must also be carried out by the Contractor.

3. Order execution

The Contractor undertakes:

- to comply with all specifications, requirements, instructions and directives issued by United Freight GmbH.
- Instructions on the part of the shipper to the Contractor must be forwarded promptly to United Freight GmbH in writing. The instructions can only lead to a change in the order by United Freight GmbH. As long as no change to the order is made by United Freight GmbH, the instructions by the sender are not part of the order.
- The Contractor undertakes to carry out the order personally. Unless otherwise expressly agreed, performance by subcontractors engaged by the Contractor is prohibited. If, on the other hand, execution by other subcontractors is expressly permitted, the Contractor guarantees the reliability and verification of the subcontractor in accordance with the principles of a proper forwarder.

In the event of a breach of these obligations, the Contractor undertakes to indemnify and hold United Freight GmbH harmless and to pay a contractual penalty of EUR 2,500.00.

3.1. The Contractor undertakes to take all necessary steps to ensure that the order placed can be carried out on time. In the event that dates or deadlines cannot be met, the Contractor shall pay full compensation, irrespective of fault, for all disadvantages that United Freight GmbH suffers or could suffer in the future.

3.2. All impairments of the transport performance as well as accidents, theft or other unforeseeable events must be reported immediately to United Freight GmbH. The Contractor undertakes to arrive at the loading point at the time and place agreed in the order. In the event that the loading point is closed or cannot be reached by the Contractor due to unforeseen events, the Contractor must immediately notify United Freight GmbH of this circumstance and remain at the specified location until United Freight GmbH changes the order.

3.3. The Contractor is obliged to check the goods taken over when accepting the goods. In particular, he must check the completeness of the goods, the integrity of the packaging and the weight. The result of the inspection must be entered in the consignment note and sent to United Freight GmbH in writing without delay.

The Contractor is responsible for compliance with the maximum permissible total weight of the vehicle as well as the axle load and load securing (anti-slip mats, pallets, tension belts, side slats etc.). He undertakes to have a

sufficient quantity of loading aids of the appropriate quality with the load. If the loading aids are not sufficient and additional ones have to be taken over at the loading point, the Contractor shall bear the costs for this.

For each order, the Contractor is absolutely prohibited from reloading and loading additional goods. In particular, the Contractor is not permitted to reload the goods or to add further goods. In the event of non-compliance with the prohibition, the Contractor undertakes to pay a contractual penalty of EUR 2,500.00 to United Freight GmbH.

Unless otherwise agreed, 1 (one) full working day shall be provided for loading and unloading within the EU and 2 (two) full working days for third countries, whereby Saturday/Sunday and public holidays shall not be considered working days. The Contractor shall have no claims to demurrage.

3.4. The Contractor warrants that he holds all permits, authorisations and concessions required for the transport and that it will submit these to United Freight GmbH upon acceptance of the order.

The Contractor warrants that he will use a clean, odourless vehicle for the execution of the order that complies with the requirements of the order (load capacity, room size, dimensions, etc.) and the statutory provisions. In the event that the Contractor does not have a vehicle suitable for the performance of the order, the following shall be deemed agreed:

The lack of a suitable vehicle entitles United Freight GmbH to unilaterally rescind the Contract with the Contractor and award it to a new Contractor.

The Contractor undertakes to indemnify and hold United Freight GmbH harmless and to be liable for all disadvantages incurred by United Freight GmbH.

When planning transport routes, the legal regulations regarding driving and rest times must be observed. In the event of interruptions to the journey, the vehicles are to be parked exclusively in guarded parking areas. In the event that it is not possible to park the vehicle in guarded parking spaces, the Contractor shall be responsible for ensuring the safety of the goods taken over and for protecting the goods from interference by third parties to the best possible extent. In the event of non-compliance with the provisions of this paragraph, the Contractor shall be fully liable for all resulting damage.

All costs incurred due to the parking of the vehicle in guarded parking spaces shall be borne by the Contractor.

3.5. The accepted order cannot be cancelled unilaterally by the Contractor. In the event that the Contractor does not actually carry out an accepted order, the Contractor undertakes to indemnify and hold United Freight GmbH harmless and to pay a contractual penalty of EUR 2,500.00.

3.6. When carrying out thermal (refrigerated) transports, the Contractor undertakes to check the temperature when taking over the goods and to ensure compliance with the transport temperature specified in the contract. The Contractor shall assume liability for all disadvantages resulting from an interruption of the cold chain. The vehicle used to carry out thermal (refrigerated) transports must be equipped with a temperature recorder, which must be in operation during the transport. The Contractor is obliged on the one hand to keep a "temperature report" or a "temperature log" for each loading and unloading and on the other hand to enter the temperature in the hold in the CMR consignment note on arrival and to have this confirmed by the consignee. The temperature records confirmed by the consignee together with the original CMR and invoice must be sent promptly to United Freight GmbH.

3.7. In the case of dangerous goods transports, the Contractor must ensure that, firstly, the vehicle has all ADR equipment in perfect condition and, secondly, each crew member carries a valid transport permit for ADR goods, photo identification and the written instructions in the language that the vehicle crew can read, understand and implement. The absolute prohibition of reloading or overloading also applies to the transport of dangerous goods.

(see point 3.2 of these GTC). The Contractor undertakes to obtain all information about the dangers associated with the transport of the goods himself and declares that he is aware of these dangers.

4. Insurance

The Contractor must have a valid CMR insurance policy with a sufficiently high sum insured for all orders placed, which in any case corresponds to the value of the transported goods, and undertakes to present this CMR insurance policy to United Freight GmbH upon acceptance of the order. United Freight GmbH must be informed immediately of any changes to the insurance cover or the amount of cover provided by the CMR insurance. In the event of a breach of this obligation, the Contractor undertakes to indemnify and hold United Freight GmbH harmless and to pay a contractual penalty of EUR 2,500.00.

5. Customer protection and non-solicitation

Absolute customer protection is deemed to be agreed. The Contractor is prohibited from contacting the customers of United Freight GmbH or a third party affected by the transport in his own name or as a partner or shareholder of a company. In the event of a breach of this obligation, the Contractor undertakes to indemnify and hold United Freight GmbH harmless and to pay a contractual penalty of EUR 17,500.00.

6. Minimum wage regulations

The Contractor warrants that it complies with the minimum wage regulations in the countries in which they exist and that it actually pays the set minimum wages in the respective country to its contracted drivers. A review on the part of United Freight GmbH shall be carried out on the basis of the documents submitted by the Contractor upon acceptance of the order.

7. Ban on offsetting

The Contractor is not entitled, on whatever legal grounds, to set off its own claims against United Freight GmbH against claims of United Freight GmbH.

8. Payment

Invoicing shall only be carried out on presentation of the original delivery documents (CMR, delivery notes and other transport or loading documents such as temperature records confirmed by the recipient, etc.) with stamp and signature of the recipient and original invoice stating the item number. Otherwise, the invoice will be returned immediately and a processing fee of EUR 25.00 will be charged. Invoices including all delivery receipts must be sent to United Freight GmbH within 14 days of unloading.

Payment of the agreed remuneration shall only be made after complete and defect-free performance of the service. In general, unless otherwise agreed between United Freight GmbH and the Contractor, the term of payment shall be 45 days after receipt of the invoice and presentation of all transport documents. The payment period thus begins with the presentation of a proper invoice and complete transport documentation.

Payments are only made once a week by United Freight GmbH. Payments are therefore made in the payment run following the due date.

Billing address is as follows:

United Freight GmbH
Aderklaaer Street 29/1/43
1210 Vienna
Austria

9. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be the competent court in Vienna. Austrian law shall apply,

10. Other

All statutory provisions and other relevant regulations must be complied with in the execution of this order. Penalties directed at the Contractor will **NOT** be assumed by United Freight GmbH.

We work exclusively on the basis of the **General Austrian Forwarding Conditions (AÖSp)** in its currently valid version.