

**Special conditions for transportations carried out by companies**  
**RETRALOG GmbH,**  
**RETRALOG Recycling GmbH**  
**and**  
**RETRALOG TTP**  
**GmbH**

**Section 1 General**

(1) The following General Terms and Conditions exclusively apply for all transportations carried out or still to be carried out by us, which we perform for our customers as freight carriers or forwarding agents; they only apply with respect to companies within the meaning of Section 310 sub-section 1 in conjunction with Section 14 BGB (Bürgerliches Gesetzbuch [German Civil Code]).

(2) Our customers' terms and conditions of business, or those of third parties, do not apply, even if in individual cases it is not separately agreed that they shall not apply. Even if we refer to a letter which contains or refers to the customers' terms and conditions of business, or those of a third party, this does not constitute an agreement that those terms and conditions shall apply.

(3) The incorporation and interpretation of these General Terms and Conditions, as well as the conclusion and interpretation of legal transactions with the customer itself shall be governed exclusively by the laws of the Federal Republic of Germany. The Convention Relating to a Uniform Law on the Formation of Contracts for the International Sale of Goods and the Convention Relating to a Uniform Law on the International Sale of Goods of UN sales law are excluded from applying.

(4) The invalidity of individual provisions of this Contract or its components does not affect the validity of the remaining regulations. The Parties are obligated, within reasonable limits, to replace an invalid provision in good faith with a valid provision with the same commercial effect, provided that this will not lead to any substantial change in the content of the Contract; the same applies should there be a circumstance that needs to be regulated, but for which there is not explicit regulation.

(5) The place of performance for all obligations arising directly or indirectly from this

contractual relationship, including the payment obligation, is our domicile (Stade).

(6) The place of jurisdiction is that which is proper for our registered office (Stade), insofar as the customer is a business person. We are also entitled to commence legal proceedings in a court which has jurisdiction for the customer's registered office or subsidiary.

**Section 2 Offers, scope of service and conclusion of contract**

(1) Our contractual offers are non-binding and subject to change if they are not expressly marked as binding or do not contain a particular acceptance period.

(2) Our order confirmation and these conditions have exclusive authority for the scope of the contractually-owed service. Additions and amendments to the agreements made, including these conditions, must be made in writing to be valid.

(3) Shipments which may not be accepted for transportation for legal or safety reasons are excluded from the transportation.

(4) We are entitled to have the transportations performed by sub-contractors.

**Section 3 Prices and payment conditions**

(1) The prices apply for the scope of service and delivery listed in the order confirmations. Additional or incidental services shall be charged separately. The prices are understood to be in EUROS and in addition to the respectively applicable VAT.

(2) The invoice amount is due for payment in accordance with the information in the order confirmation 14 or 30 days after receipt of the invoice. In individual cases we retain the right to make a different agreement with regard to the payment term.

(3) We are entitled to perform outstanding freights only against advance payment or with

a security deposit if, after concluding a contract, we become aware of facts which are apt to substantially reduce our customer's creditworthiness, and which pose a risk to the payment of our outstanding claims against the customer from the particular contractual relationship. The provisions of any possible rescission of the contract are unaffected by this.

(4) In the event that the payment period is culpably missed (delay), interest of 8% above the respective base rate is charged. Furthermore, for delays in payment we are entitled to charge additional costs of 5 euros for each warning that is necessary.

(5) Where there are several claims against a customer we can at our reasonable discretion determine which claim incoming payments are to be attributed to.

#### **Section 4 Set-off and retention**

Set-off and retention are prohibited unless the set-off claim is undisputed or legally determined.

#### **Section 5 Delivery of the shipment, delivery period**

(1) The transported goods are to be handed over to us by the customer in customary, transportable packaging. Defectively packed or unpacked transported goods are transported at the customer's request. Liability is not assumed for this, Section 427 HGB (Handelsgesetzbuch (German Commercial Code)).

(2) We will carry out each transportation with a lorry suitable for the particular transported goods according to the order confirmation. Damage to the lorry/transport vehicle which arises during loading, unloading or during transportation caused by materials not complying with the order confirmation is to be compensated for by the sender or the customer.

(3) Dates and periods stipulated by us for deliveries and services always apply approximately. Apart from that, the specification of a delivery date is always made as a best estimate and is reasonable extended if the customer for its part delays or refrains from necessary or agreed acts of co-operation.

(4) No delivery periods begin before all details of the order are clarified, all agreed documents are submitted by the customer, any deposits paid and official permissions issued and produced.

(5) We do not bear liability for transportations being impossible or for transportation delays insofar as these have been caused by force majeure or other events not foreseeable at the time the contract was concluded (operational disruptions of any type, difficulties in material or energy sourcing, transportation delays, strikes, shortage of labour, energy or raw materials, difficulties in sourcing necessary official permissions, incorrect or untimely delivery by suppliers, etc.), for which we are not responsible. Should such events make the transportation considerably more difficult or impossible for us, and the hindrance is more than temporary, we are entitled to rescind the contract. For hindrances of a temporary nature the delivery and service deadlines extend by the period of the hindrance plus a reasonable starting period.

(6) If we fall behind with a delivery or service and a delivery or service becomes impossible for us, regardless of the reason, our liability to compensate is limited in accordance with Section 7 of these General Terms and Conditions to the transportation carried out by us. A delay begins once something is due and we do not perform within a reasonable grace period upon a warning from the customer. Therefore, should we - or the sub-contractor working for us - have a delivery delay, regardless of the reason, we are to be informed immediately of a reasonable grace period by the customer in writing.

(7) It is for the customer to ensure that all documents necessary for the transportation or missing for the transportation (e.g. weight note) are handed over to the driver on shipment of the transported goods. The same applies for unloading the transported goods. It is for the customer to ensure that the shipment is confirmed at the loading and unloading points by authorised personnel.

#### **Section 6 Shipping and transfer of risk**

(1) The subject of the transport order is the collection of the goods to be transported by the sender and their delivery to the recipient. The loading and waiting time with the sender and

the unloading and waiting time with the recipient is estimated as an hour. Each additional half an hour started is charged generally at a rate of 30 euros.

(2) Liability for the transported goods begins with the moment handover to the freight carrier is concluded and ends with the delivery to the recipient.

### **Section 7 Liability**

(1) Our liability as a freight carrier in international carriage conforms to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

(2) In national carriage of goods by road, we bear liability in accordance with the provisions of the HGB. Under Section 426 HGB we are released from liability insofar as the loss, damage or exceeding the delivery time is based on circumstances that, with the utmost care, we could not avoid and the consequences of which we could not avert. The reasons stipulated in Section 5 sub-section 4 constitute such circumstances where there is no responsibility. Apart from that our liability is limited to the amount under Section 431 HGB.

(3) Insofar as we use sub-contractors to perform a transport order, they are liable according to sub-sections 1 and 2 of Section 437 HGB.

(4) Apart from that, our liability for compensation, particularly due to impossibility, breach of contract, breach of duties for contractual negotiations and unlawful acts, insofar as it depends on fault, is limited according to sub-sections 5 to 9 of Section 7 here.

(5) We are not liable in cases of simple negligence of our institutions, legal representatives, employees or other agents, insofar as it does not concern a fundamental breach of contract. Among other things, the following are fundamental breaches of contract: consultation obligations, protective and care obligations which enable the contractual use of the delivered goods by the recipient, are aimed at protecting life and limb for the sender or recipient's personnel, or the protection of their property against substantial damage.

(6) Insofar as we bear liability under Section 7 sub-section 4 for compensation, this liability is

limited to damages which we foresaw as possible consequences of a breach of contract when the contract was concluded, or which we ought to have foreseen with reasonable care and skill.

(7) In the event of liability for simple negligence, our obligation to compensate for damage to property and further resulting financial losses is limited to a maximum of 5,000 euros per event of damage, even if it concerns a breach of fundamental obligations. This does not apply for damages from transport delays or failures.

(8) The above exclusions and restrictions of liability apply in equal measure for the benefit of our institutions, legal representatives, employees and other agents.

(9) The limitations of this Section 8 do not apply to our liability due to intentional behaviour, for guaranteed performance specifications, due to injury to life, limb or health, or under the Product Liability Act (Produkthaftungsgesetz).

### **Section 9 Customer protection**

(1) In the event that we commission a sub-contractor with the transportation, our customer is bound by customer protection. It may not commission sub-contractors working for us, which it becomes aware of as part of a transport order we issued, either directly or indirectly via third parties, for transport or forwarding agents in the regional, national or international carriage of goods.

(2) If it is unclear whether the customer came to know about our sub-contractor as part of a transport order we issued, the customer must prove that it came to know about the sub-contractor outside of and before the implementation of the transport order we issued.

(3) The customer protection under Section 9 sub-section lapses 12 months after termination of the co-operation between us and the customer - regardless of the reason for termination. 1.

(4) If the customer culpably breaches the obligation in Section 9 sub-section 1 of these terms, it is obligated to pay a contractual penalty of 10,000 euros (in words: ten thousand euros) per breach. This does not affect our right to claim additional damages - particularly from lost profits.

