

General Terms and Conditions CHT Transport GmbH - Status 01/2025

1. Order conditions and applicable law

For all transport orders placed between CHT Transport GmbH (hereinafter referred to as "CHT") and the company commissioned in each case (hereinafter referred to as the "Contractor"), the terms and conditions of contract printed below shall apply. These are an integral part of all CHT orders. In addition, the acceptance of the order is also a choice of law pursuant to Art. 3 of Regulation (EC) 593/2008, i.e. **the acceptance of our order also confirms that the contract concluded between CHT and the respective Contractor shall be governed exclusively by the law of the Federal Republic of Germany. Furthermore, by accepting our order, the contractor also confirms that it has transport liability insurance in accordance with clause 19 of these terms and conditions, and that the insurance cover of the transport liability insurance also exists for damage caused by qualified fault and that the statutory exemptions from liability and limitations of liability, for example in accordance with Art. 29 CMR or § 435 HGB, do not apply.**

2. Contractual conditions of the contractor and prohibition of the application of the German Freight Forwarders' Standard Terms and Conditions 2017

CHT hereby expressly objects to the application of general terms and conditions, terms of delivery or terms of payment of the respective contractor. This also applies to the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) or similar terms and conditions applicable in other countries such as the "Conditions Générales de Vente" (CGV), "British International Freight Association (BIFA) or "General Terms and Conditions for Freight Forwarding Contracts" (ABSped). These conditions do not apply to orders placed by CHT. The above prohibition on the application of general terms and conditions, such as ADSp 2017, delivery conditions or payment conditions of our respective contractor shall also apply if the contractor's conditions are contained in its letter of confirmation and CHT does not subsequently expressly object to the application of the conditions again.

Contractual terms and conditions of a Contractor shall only become part of a contract with CHT if CHT has expressly agreed to the application of the relevant terms and conditions in writing to the Contractor in individual cases prior to the conclusion of the contract.

3. Authorisations/permits

By accepting our transport order, the Contractor confirms that its company has all the necessary permits, authorisations or licences (e.g. CEMT permit; Community licence, etc.) to be able to carry out the order placed by CHT and that these permits and authorisations, if required, are carried during the transport. Furthermore, the Contractor warrants that it will only use the permits, authorisations or licences issued to it properly, i.e. that it will, for example, comply with the cabotage requirements of Art. 8 of Regulation (EC) 1072/2009.

The Contractor undertakes to hand over all official documents to be carried to CHT for examination upon request in the event of an inspection by CHT.

By accepting the order, contractors based in Germany also confirm that the provisions of the GüKG are observed and complied with; contractors based in other European countries confirm that the so-called Road Package Regulations, i.e. Regulation (EC) No. 1071/2009 and Regulation (EC) No. 1072/2009, both dated 21 October 2009, are observed and complied with.

If the Contractor culpably breaches the contractual obligation under these contractual terms and conditions to accept CHT's order only if it has all the necessary authorisations, permissions and licences to process the order and complies with them, it shall be obliged to compensate CHT for the damages incurred as a result of this misconduct and to pay CHT a contractual penalty in the amount of the agreed freight charge.

Furthermore, in this case CHT has the right to terminate the contract without notice for good cause with immediate effect if the order has not yet been completed at time CHT learns of the lack of permits/authorisations/licences. The additional costs incurred in this case as a result of CHT having to be commissioned with the further processing of the transport shall then also be borne by the Contractor.

4. Offer/conclusion of contract

Direct enquiries from CHT to a company or the data published by CHT on online platforms about a transport to be carried out shall in case of doubt only constitute an invitation to submit an offer. This shall not apply if CHT has clearly formulated a binding order.

The offers submitted by a contractor to CHT are generally binding unless they are expressly designated as non-binding.

The Contractor shall be bound by its offers for 24 hours, starting from the submission of its offer, unless a different binding period is expressly stipulated.

The Contractor shall be obliged to base its binding offer addressed to CHT on the specifications of CHT's enquiry or invitation to tender. If the Contractor's declaration of acceptance or a letter of confirmation contains deviations from or additional conditions to the transport specifications resulting from CHT's enquiry/tender, the Contractor shall point out these deviations/additional conditions in its offer so clearly that this is immediately recognisable when examining the offer. The Client cannot assume that CHT has accepted the deviations from CHT's enquiry or invitation to tender contained in its offer as long as CHT has not expressly confirmed these deviations to the Contractor in writing or by e-mail.

5. The information and documents to be sent to CHT by the Contractor for order processing

At the latest when the Contractor receives the acceptance of its offer from CHT, CHT must be informed by the Contractor:

- Contractor's letterhead with tax and VAT ID number and valid bank details
- The authorisation required for the transport order in question, e.g. valid Community licence, CEMT authorisation of the contractor if applicable
- the valid insurance confirmation (goods damage liability insurance) for the contractor's company

to the e-mail address dispo@cht-transport.de . The transmission must be made exclusively to the above e-mail address. Other e-mail addresses of CHT known to the Contractor **are not** to be used for this purpose. If this information is not sent to CHT immediately, CHT shall be entitled to terminate the order for cause with immediate effect vis-à-vis the Contractor. In this case, the Contractor shall have no claims against CHT due to the cancellation.

6. Prohibition on passing on CHT transport orders

In principle, the Contractor must fulfil the orders placed by CHT itself, i.e. with its own vehicles. The Contractor may only commission third-party companies to handle the transport if CHT has expressly authorised in writing or by e-mail that the subcontractor may be commissioned. If CHT grants this permission, the Contractor must ensure, before placing the order with the subcontractor, that the subcontractor has all the necessary permits and authorisations to be able to carry out the transport in question and must oblige the subcontractor to comply with these terms and conditions.

In particular, it must be ensured that the subcontractor observes and complies with the requirements for handling the transport, such as securing the load, ensuring that the driver can be reached by telephone, the presence of ADR equipment, etc.

7. Prices and expenses / credit note / term of payment

The freight price is negotiated/agreed net, i.e. excluding VAT, between CHT and the Contractor. It includes the distance to be covered for the transport, any toll costs incurred, as well as all expenses incurred in the course of the transport. It also includes the provision of all necessary documents and freight documents.

As soon as the Contractor has sent CHT the proof of delivery that with the requirements set out in Section 11 of these Terms and Conditions, CHT shall issue a credit note for the agreed freight price for the Contractor within 3 working days with the date of receipt of the proof. Invoices from the Contractor shall not be accepted and shall not be processed. CHT shall return the invoice unprocessed together with the credit note to the Contractor.

The payment term is generally a maximum of 30 days after the credit note has been issued.

The Contractor has the option of agreeing a different payment term and a discount arrangement with CHT before the contract is concluded. Negotiations on a different payment term can only be made via the e-mail address:

abrechnung@cht-transport.de be made. However, such an agreement shall only be effective if it has been confirmed to the Contractor in writing by CHT.

8. Driving and rest times

The Contractor is expressly obliged to comply with the statutory provisions of the FPer's Regulation and the EU Regulation on driving and rest periods. to comply with and the according to the legal regulations evidence about this properly to create and keep them.

9. Specifications regarding vehicles and equipment

The lorry used must be suitable for carrying out the transport and be in perfect technical condition. Before starting the transport, the contractor must check the roadworthiness and completeness of the vehicle's equipment.

The superstructures must be tight, clean and odourless; in the event of penetrating moisture or the use of dirty or odorous superstructures for transport, the contractor shall be liable for all resulting damage.

For open vehicles, the floor, drop sides and stanchions must comply with the legal requirements and be fully functional

Sufficient and defect-free tension belts, anti-slip mats and edge protectors are required for load securing. When transporting construction equipment, defect-free and TÜV-approved tensioning chains are required.

The equipment agreed in the transport order must be carried until the end of the transport.

10. Specifications for loading/unloading/demurrage-free time/delivery receipt

The loading and unloading dates specified in the transport order are **fixed dates** and it is of the utmost importance that they are observed and adhered to. The deadlines are legally binding and must be adhered to as specified. CHT must be notified **immediately** of **any possible** delay recognisable in the course of order processing.

The driver must report to the loading and unloading point in accordance with the details of the transport order submitted by CHT.

If the driver carrying out the transport does not report or does not report as specified in the order, the contractor must reimburse the resulting additional costs and damages.

The driver is obliged to be present during loading and unloading. He must ensure that the loaded goods are loaded safely. The load must be secured using the load securing equipment specified in the transport order.

Irregularities with regard to the loaded goods, such as deviations from the quantities, weight and dimensions specified in the transport order, are also to be reported to the carrier.

must be reported to CHT immediately. The same applies if the driver realises that the permissible axle load has been exceeded.

The security of the loaded goods must also be ensured. What is meant by sufficient security depends on the type and scope of the individual order. The transport route must be planned by the contractor in such a way that breaks are only taken in guarded and video-monitored car parks, if possible.

If the consignment arrives at the unloading point too early or at a time not specified in the order that is outside the consignee's working hours, it may only be unloaded if the consignee agrees to this. Any additional costs incurred by the consignee as a result shall be charged to the contractor.

All irregularities and/or disruptions in the transport process occurring during transport processing, be it communication problems, delays, missing incomplete or incorrect documents, problems with authorities, transport and delivery obstacles, changes to the planned transport processing, damage or loss of the shipment, etc. must be reported to CHT **immediately** by email toDISPO@cht-transport.de . **The notification can also be made by telephone on working days between 8 a.m. and 5 p.m. to CHT's scheduling department on +49/6094/9886311.** However, notification by telephone is only sufficient if CHT employees have answered the call and issued instructions to the Contractor by e-mail on the basis of the call. If these requirements are not met, notification by e-mail to CHT is mandatory.

The agreed freight price also covers a waiting time of 2 hours, in each case at the loading point and at the unloading point. The contractor can only charge demurrage if the waiting time of 2 hours has been exceeded and only for the waiting time of more than 2 hours. The period for calculation begins with arrival at the place of loading/unloading, whereby the time in the event of early arrival or arrival at a time not specified in the order cannot be included in the calculation of the waiting time. The assertion of demurrage charges requires that the contractor has properly documented the time of arrival of the driver.

11. Delivery note

Unless otherwise instructed by CHT, the transported goods may only be handed over against a receipt that can be utilised by CHT, i.e. the Contractor must ensure that the recipient acknowledges receipt of the transported goods on the consignment note/receipt with the company stamp, signature and date as well as stating the unloading time.

As a precautionary measure, it is clarified in this respect that the Contractor is obliged to transmit to CHT all proofs of delivery that it receives in the course of processing a CHT transport order.

The proof of delivery issued to the Contractor upon delivery of the transport goods must be sent by the Contractor to CHT within a period of 10 working days after delivery, by email and not by post, to the email address "abrechnung@cht-transport.de". CHT reserves the right to request the original receipt from the contractor within a period of 1 year after delivery of the transported goods at the unloading point.

CHT shall not be obliged to pay the Contractor's invoice for the transport before receipt of the proof of receipt by e-mail, unless the Contractor submits written confirmation of receipt of the transport goods from the recipient.

12. Transshipment ban

The goods or parts of the goods may only be reloaded with the prior authorisation of CHT. The authorisation must be given by e-mail. If such authorisation is given by CHT, the carrier shall exercise due care when carrying out the transshipment. The carrier shall be fully liable for any damage resulting from the transshipment.

13. Specifications for transport personnel

The drivers used for the transport must fulfil the requirements resulting from the Professional Driver Qualification Act (BKrFQG). In addition, only drivers with a valid driver's licence that the driver can present may be used. The drivers carrying out the transport must also carry the documents driving personnel in accordance with Section 7 b (1) sentence 2 GüKG and the CEMT journey report booklet.

In addition, the drivers must have sufficient knowledge of German or English to be able to handle the transport order properly even if faults or problems occur during order processing that need to be clarified with the personnel working there at the place of loading or unloading.

The Contractor expressly affirms that it has checked the drivers and/or other vicarious agents it uses in accordance with EC Regulations (EC) No. 2580/2001 and (EC) No. 881/2002 for inclusion in the relevant sanctions lists and will not use them to fulfil the order in the event of a match.

14. Shipping documents

Apart from official or other legally prescribed controls, transport and accompanying documents, in particular CMR consignment notes, commercial invoices, packing lists and customs documents or their contents may not be made accessible or handed over to third parties.

15. Dangerous goods

If dangerous goods have to be transported, the contractor is obliged to only use drivers for this transport who have been instructed in accordance with 8.2.3 ADR. If required for the respective transport, the contractor must ensure that the drivers also have a valid ADR certificate.

The vehicle used for the transport must be equipped with orange-coloured markings in accordance with section 5.3.2 ADR and carry the written instructions in accordance with section 5.4.3 ADR. In addition, the vehicle used must have fire extinguishing equipment in accordance with section 8.1.4 ADR and the other protective equipment required in accordance with section 8.1.5 ADR.

16. Customs clearance

The Contractor is obliged to observe and comply with the instructions of and/or a company commissioned by CHT (e.g. customs agents etc.) with regard to customs clearance. In the event of discrepancies and/or problems, the Contractor shall CHT immediately. Furthermore, the Contractor is obliged to have a CMR consignment note and any other transit documents (T-papers) stamped when crossing the border.

17. Liability

The contractor's liability in cross-border transport is governed by the statutory provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

In national road haulage, the contractor is liable in accordance with the statutory provisions of the German Commercial Code (HGB), **whereby the maximum liability of 8.33 special drawing rights per kg resulting from § 431 HGB for damage to or loss of the consignment is increased to 40 special drawing rights per kg in accordance with § 449 Para. 1 No. 1 HGB.**

18. Insurances

The contractor is obliged to take out **transport liability insurance** for each transport with a sum insured for damage to goods of EUR 1,000,000 (in words: one million euros) per loss event and EUR 2,000,000 (in words: 2 million euros) per loss event as well as

motor vehicle liability insurance with the minimum cover amounts prescribed in Germany of EUR 1,220,000 (in words: one million two hundred and twenty thousand euros) for property damage, EUR 7.5 million (in words: seven million five hundred thousand euros) for personal injury, EUR 50,000 (in words: fifty thousand euros) for pure financial losses and

to take out **public liability insurance** with a sum insured of EUR 3,000,000 (in words: three million euros) per insured event and, if not included in the public liability insurance, **environmental damage insurance** with a sum insured of EUR 1,000,000 (in words: one million euros).

At CHT's request, the Contractor shall be obliged to present the relevant insurance policies in the original at the latest upon conclusion of the respective transport order. The corresponding insurance certificate must be carried along with the respective transport.

19. Right of retention, set-off, lien

It is not possible to offset or exercise the right of set-off against claims arising from the transport contract and related non-contractual claims.

The right of retention is only admissible if the counterclaim is due and undisputed or has been recognised by declaratory judgement.

The right of lien may only be exercised for outstanding claims relating to the respective transport carried out by the Contractor. The exercise of the lien for claims that do not relate to the transport itself (so-called unconnected claims) is excluded.

20. Customer protection

The Contractor shall be obliged to protect its customers vis-à-vis CHT. The Contractor may not conclude any transport or forwarding contracts with CHT's customers that become known to it in the course of its activities for CHT, i.e. neither directly nor via third parties may it carry out transport operations in (regional / national / cross-border) freight transport.

If it is unclear whether the CHT's customers became known to the Contractor in the course of its work for the CHT, the Contractor must prove that it became aware of the customers outside of its work for the CHT.

Customer protection shall have a duration of one year after termination of the business relationship existing between CHT and the Contractor.

If the Contractor culpably violates the above customer protection agreements, it shall be obliged to pay a contractual penalty in the amount of EUR 1,000 (in words: one thousand euros) per case of violation. This shall not affect CHT's right to claim further damages and/or to terminate the contract without notice for good cause.

21. Secrecy

The Contractor shall be obliged to treat as confidential all non-public information of which it becomes aware during the performance of the CHT transport contract. The information may only be used for the purpose of providing the service. The Contractor shall impose this confidentiality obligation on its employees as well as on other legal entities that it uses to fulfil its contractual obligations.

In the event of a breach of the confidentiality obligation, the Contractor shall be obliged to compensate for any resulting damage. Irrespective of whether such damage has occurred, the Contractor must pay CHT a contractual penalty of EUR 500 for each individual breach of the confidentiality obligation.

22. Data protection

The Contractor shall process the data necessary for the fulfilment of the contract in accordance with the provisions of the applicable data protection laws and undertakes to comply with the necessary measures in the area of data and IT security.

The contractor is obliged to comply with the basic principles of data protection law, i.e. in particular the provisions of the Federal Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, and to take appropriate technical and organisational measures that comply with the legal requirements at security and confidentiality the

data processing and ensure protection against unauthorised access by third parties

23. Compliance with supply chain law

The Contractor undertakes to protect and apply the human rights, minimum social standards and environmental standards applicable in Germany, the country in the Contractor is registered and the countries in which the transport services are provided (e.g. Germany: Lieferkettensorgfaltspflichtengesetz, France: Loi relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre, Netherlands: Child Labour Due Diligence Law, United Kingdom: Modern Slavery Act). Irrespective of whether these legal provisions are directly applicable to the contractor or not

In the event of a breach of the foregoing representations and warranties, the Contractor shall indemnify CHT against all damages, claims, costs, liabilities, expenses or other losses incurred by CHT as a result of or in connection with such breach.

24. Compliance with minimum wage law/ law to combat illegal employment/ social security law

The Contractor warrants that it will comply with the provisions of the German Minimum Wage Act (MiLoG). In addition, the Contractor undertakes to comply with the German Act to Combat Illegal Employment and the German provisions of social security law, in particular to payment social security contributions.

The Contractor shall ensure that these provisions are also complied with by any third-party companies commissioned by it.

The Contractor shall indemnify CHT upon first request against all claims of the Contractor's employees, the employees of any subcontractors and all employees of all other subordinate subcontractors and any lenders in accordance with Section 13 of the Minimum Wage Act and Section 14 of the Posted Workers Act.

At CHT's request, the Contractor must provide suitable evidence that the minimum wage in accordance with the Minimum Wage Act has been paid for all employees deployed by it or by any subcontractors.

The Contractor shall also provide CHT with the records of working hours for inspection upon request in accordance with § 17 MiLoG.

The contractor must also ensure the fulfilment of these obligations through appropriate contractual arrangements with the companies it commissions. If the Contractor culpably violates its obligation to pay the minimum wage to its employees in accordance with § 20 MiLoG, it shall pay CHT a contractual penalty of 100.00€ per employee and per month in which § 20 MiLoG is violated, irrespective of the claims to be compensated in each case (e.g. for damages or indemnification).

25. Anti-terrorism and embargo regulations

By concluding this contract, the Contractor confirms that it will continuously monitor, observe and implement the applicable national and international anti-terrorism and embargo provisions and the corresponding regulations of the European Union, such as EC Regulation 2580/2001 or EC Regulation 881/2002; and of the United States, such as the DPL (Denied Person List) or the SDN (Specially Designated Nationals) list.

The Contractor shall fully and irrevocably indemnify CHT against all direct and indirect claims of third parties resulting from the Contractor's inadequate implementation of the statutory measures to combat terrorism. Should a service provided by the Contractor under this contract violate the aforementioned law or should such a violation become apparent, CHT shall be entitled to cancel the order in this respect without triggering any liability claims on the part of the Contractor. As soon as such a violation exists or becomes apparent, the Contractor shall also be obliged to cease the provision of services immediately and to obtain instructions from CHT on how to proceed with the goods in question. All costs resulting from the discontinuation of the provision of services and compliance with the instruction shall be borne solely by the contractor. The same applies to the sole liability for any resulting damage.

26. Ineffectiveness of a regulation

Should individual provisions of the above contract be or become invalid or void, this shall not affect the validity of the remainder of the contract. The invalid or void provision shall be replaced by a provision that comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply accordingly in the event of loopholes. Should the invalid or void provision be a general term and condition within the meaning of § 305 BGB, § 306 (1) and (2) BGB shall apply in deviation from the above provisions.

27. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from CHT's transport orders, which are based on the above contractual conditions, is Aschaffenburg.

In the case of Art. 31 CMR and Art. 46 § 1 CIM, the above agreement on jurisdiction applies as an additional agreement on jurisdiction; in the case of Art. 39 CMR33 MÜ, 28 WA it does not.