

#### 1. Applicable Law

We agree, for all transportations, on the express applicability of the CMRs, even when the applicability field of art. 1 CMR has not been fulfilled. The contracting party cannot underlie in any case on its own general commercial conditions, only when included in the confirmation of the order. None of the conditions of such loading conditions is effective.

#### 2. Extended standing fee

Calling the extended standing fee is excluded for a waiting period, which is a standing time at shipper, consignee etc. up to 24 hours. The Sundays, Saturdays and celebration days are not taken into account, which means they are always exempted from extended standing fee.

#### 3. Interdiction of transshipment, additional loads, transfers

Transshipments, which is additional loads are prohibited with no exception. A transfer prohibition is as well applicable, without any exceptions, and Hartl indicated it in writing. Hiring a sub-contracted transport driver is only performed with the written consent of the competent dispatcher from Hartl. Piling the merchandise (for example, in order to obtain additional storage room etc.) is as well expressly prohibited!

#### 4. Means to Assure the Loading, Assuring the Loading

The Contracting Party needs to supply a sufficient number of loading equipments (Der Auftragnehmer hat eine ausreichende Anzahl von Ladungshilfsmitteln (dunnages) and means of assurance (chains and fastening belts, clamping bars), contrary, there is a deficiency of means of transport.

Assuring a correct stowage of the merchandise for transport, as well as assuring the loading devolves upon the contracting party, with no exceptions, it is also valid when the shipper performed the loading independently.

#### 5. Changing the Storage Means

The distributor (in its capacity of contracting party) is compelled to change immediately the storage means (pallets, pallet boxes, meat hooks, plastic boxes etc.), both at shipper, and at consignee, with no exceptions; it shall bear the so-called risk of change. The remuneration for such risk of change is already included in the price of the transportation. In case of improper change of the storage means, the distributor, in its capacity of contracting party, needs to pay for each and every pallet unchanged, but returned, the amount € 18,-, for pallets boxes € 100.- and for other storage means, the price on the local market.

As well, the contracting party is compelled, for each and every individual transportation, to perform comprehensible records related to the change of the pallets.

#### 6. Transportation Invoices, Payment Term, Delivery Evidence

The transportation invoices of the contracting parties are only then outstanding, when the invoice was sent as evidence with the original transportation documents (CMR, delivery notes, pallets notes etc.) to Hartl. The risk for sending documents is borne by the contracting party. The payment term is 45 days,

and this 45 days' term starting with the full receipt of the invoice together with the transportation documents mentioned above by Hartl.

#### 7. Compensation, Exclusion of Pledge and Withholding Rights

Hartl is entitled to the compensation of receivables (irrespective of the legal reason), as well as to transportation discounts in case of improper fulfillment. Therefore, we expressly challenge any prohibition to compensation, withholding. The contracting party has no pledge and withholding right on the merchandise delivered to it as related to the fulfillment of this contract. The possible pledge and withholding rights are therefore expressly excluded.

#### 8. Surveillance Obligation / Security Measures

The contracting party is compelled to make sure that the loaded motor vehicles, the transportation units, are properly closed at each and every standing (even if short term). The utility cars used, the transportation units, need to be as well equipped with 2 independent anti-theft systems – in compliance with the current and functional technique -, which are to be activated with evidences at each and every standing, even short term. The back doors of the trailer / container need to be blocked all the times (at least by a massive lock), so that the access of third parties be blocked from the outside. The canvas trucks will be provided with canvas resisting to cuts. After each and every break, one needs to check the integrity of the lock, of the exterior walls of the storage room. The contracting party needs to make sure that the loaded transportation motor vehicles (trailers, semitrailers, car bodies, containers etc.) be always surveyed compliantly, during night as well, during the weekend and holidays, to be only parked in lighted and guarded parking lots or in an insured commercial room (sufficiently enclosed and surveyed). Generally, only surveyed parking may be used. The planning of the route needs to be made so that – with the observance of the provided for periods for driving and rest – no breaks, night stands or other standings be needed (besides short term feeding) in un-surveyed parking lots. In case of need, the contracting party is compelled to reserve parking lots in advance and to communicate it to the driver. Isolated standing of trailers / semitrailers / car bodies (without the towing vehicle), as well as the standing of the transportation motor vehicle on unguarded territory is prohibited with no exceptions (even in a surveyed parking lot).

#### 9. Minimum Remuneration

Most of the states of the EU present compulsory provisions for the observance of the registration obligations, as well as payment of the minimum remuneration. Partially, the legal provisions provide in case of low payment a strict entrepreneurial liability, as well as criminal sanctions. The contracting party is compelled to inform its employees and other aids, with (written) evidence on the obligation to meet such provisions related to minimum remuneration and to make sure, by care of a proper undertaker, that they were met. The contracting party takes upon itself to return with limitation and with no complaints to Hartl all the expenses / costs / claims / receivables (irrespective of the legal reason), appearing in the association with the infringement of such agreement or the failure to meet the provisions related to minimum remuneration (including ordinances released for such purpose). It is valid especially in case of administrative, representation and even consultancy costs.

#### 10. Merchandise Insurance

The contracting party needs to conclude an insurance of the merchandise sufficient and customary in Austria. Such insurance needs to cover a liability as well in compliance with Art. 29 CMR and the damages during the loading and the unloading. The contracting party takes upon itself to fully present the proper policy, with the Hartl conditions related to the request.

#### 11. Waiving the Objection to Make Remunerated Transports

The contracting party takes upon itself expressly to object against the "remunerated transports contract"; if the objective contractual report is indeed represented as a remunerated transportation contract, the contracting party declared expressly that it agrees for this contractual report to be object of the legal provisions of the transportation related law (CMR).

#### 12. Client Protection

Client protection is considered to be agreed upon; in case of acceptance or mediation of orders or other contacts with clients by Hartl and related enterprises, which are involved in any way in the transport order, any and all the receivables of the contract expire. For such purpose, we agree for the infringement of such competition clause, clients protection clause, respectively, on a strict conventional fine, excepted from legal discounts, of € 5.000,-, irrespective of the actual value of damages. No claim for compensation was affected.

#### 13. Loading Terms, Delivery Terms

The contracting party needs to get on the loading term to the loading place with its motor vehicle. In case the motor vehicle fails to appear, a conventional fine of € 250,- (strict) is outstanding, excluded any judicial discount and independent from actual damages. In order to get in delay to the loading place, a strict conventional fine of € 100,-/hour is outstanding. No compensation claim arisen for such purpose in both cases was affected.

#### 14. Loading and unloading, load insurance

The contracting party is compelled to make the loading and the unloading. The compensations arisen during the loading and the unloading represent the liability of the contracting party. The contracting party needs to make sure that the load is insured compliantly and according to the legal provisions. The obligations to insure the merchandise devolves exclusively upon the contracting party, even when the shipper loaded the merchandise. The contracting party needs to determine all the sources of damages and especially to control the eligibility for transporting the load / blocking, as well as the packing. In case of need, one needs to correct the damage sources, respectively, to meet the indications of Hartl. The contracting party needs to check upon taking over the merchandise the quantity, quality and weight of the transported merchandise. In case of any differences or in case the check is not possible, the contracting party needs to mention the proper reserves on the CMR and to have them signed by the shipper before the transportation.

#### 15. Customs clearance

For consignments to areas outside the customs territory of the EU, B is obliged to provide the necessary customs clearance and any necessary transit customs clearance and / or customs clearance in the country of destination. Where possible, goods to be transited, as well as goods to be carried outside the customs territory of the EU, must be transported under Community / common transit procedure or

under a TIR Carnet. B is responsible for the preparation of all customs documents required to carry out the transport, based on the information and documents provided by A.

#### 16. Governing Law, Jurisdiction

The contractual report is object of the Austrian law with the exclusion of the IPR provisions. For all litigations between the contractual parties, related to such agreement, including for the liti-gations on the effectiveness of such convention, we agree upon the competence of the tribunal taken into account for A-1030 Vienna. The contract language is German only, even if the communication is in English. Only the German version of the loading conditions is binding, even if a translation into English or other languages takes place.

Thank you for your collaboration!