

## SUPPLEMENTARY SHEET

### 1. Transportation Charges

The agreed upon charges apply without turnover tax, however including all en route costs like fuel surcharges, road charges, T1, Carnet-TIR, LSV, etc., as well as valid CMR-insurances (at least exchange value of the load capacity x 8,33 SZR).

### 2. Insurance

The freight carrier is liable to Kafender Spedition & Transport GmbH. according to the respective legal regulations and international agreements, yet at least according to CMR requirements, excluding possible terms and conditions of the freight carrier. CMR-insurances must be covered by the freight carrier (at least € 375.000,-); furthermore, the highest insurance sum must be at least the equivalent of the load capacity x 8.33 SZR, the liability must be according to § 26 CMR, and the total amount of the insurance rate must be paid on time.

### 3. Validity of the Transport Order

This transport order is binding within one hour upon receipt, even without acknowledgement on part of the addressee. Oral agreements are generally invalid. In case of the freight carrier not being able to provide a vehicle with the previously agreed upon free cargo bay, in the agreed upon condition, with sufficient equipment, or on the agreed upon loading time, Kafender Spedition & Transport GmbH. will arrange a replacement vehicle at the expense of the contractor. In any of the previously listed cases, the contractor will be debited to the amount of € 155,- for the necessity of procuring a replacement and for possible damage claims.

### 4. Relaying the Order to a Third Party

Relaying the order to a third party is only permitted in case of Kafender Spedition & Transport GmbH.'s explicit agreement. Relaying the order to a freight exchange or a freight agent is not permitted. In case of insensitivity towards this agreement, € 100,- will be subtracted from the freight bill. If the order is relayed to a third party, the contractor is responsible for the third party fulfilling all previously agreed upon conditions of the order.

### 5. Pallet Exchange

Generally, an immediate exchange of pallets shall be deemed as agreed. The freight carrier is solely responsible for the distinct documentation of the pallet exchanges at the places of loading and unloading. Every Pallet not exchanged at the loading place will be charged with € 15,- per EUR-pallet, and there will also be a processing fee of € 25,-. In case of cargo-free return of the pallets to the consignor within one month from the date of loading, there will be a pallet-credit note; however, the processing fee persists.

The freight carrier shall bear the sole risk of non-exchange of the pallets at the addressee.

Kafender Spedition & Transport GmbH. reserves the right to charge a counter claim of any sort up against the transportation fees or any other demands of your contract partner.

### 6. Appointed Vehicles and Loading Support

Only vehicles and vehicle units that fulfil all legal and regulatory regulations and are in possession of all required licences may be put to use. The freight carrier and the operator are solely responsible for adequately securing the cargo on the vehicle. Suitable loading and unloading tools as well as cargo securing (e.g. pallets, anti-slip mats, tension straps, tension slats, protection angles, etc.) are to be provided by the freight carrier. It is prohibited to transship or add other loads to the chartered cargo bay of Kafender Spedition & Transport GmbH.

### 7. Permissions/Eligibilities/Licences

The freight carrier, with accepting the transport order, confirms to be in possession of all required permissions and eligibilities, esp. driving and business licences, as well as work permits of his operating employees, and furthermore to have controlled their licences.

### 8. Date Loyalty

Loading and unloading dates and time frames of this transport order are binding and are to be abided by. In case of a delay, the competent dispatcher is to be informed immediately via phone or per mail.

Additional costs arising through failure to comply (e.g. overtime work, work shutdowns, penalty payments, storage charges, etc.) will be forwarded to the freight carrier.

Exclusions of liability due to the exceeded term of delivery in accordance with Article 17 of the CMR-regulations explicitly do not apply in this case since the suitable and binding loading and unloading dates have been agreed upon.

Loading and unloading are free of stall money within 24 hours, in accordance with a confirmed way bill and as long as the loading and unloading date is abided by. Eligible stall money claims are compensated for with a maximum of € 110,- sans regard for weekends, holidays, etc. The concerned transport is an absolute CMR-standard order, and Kafender Spedition & Transport GmbH. hereby claims an 'Interest in Delivery' to the amount of € 75.000,-. This reimbursement is already included in the agreed upon freight charges. This 'Interest in Delivery' needn't be noted separately on the CMR-way bill by the consignor.

9. Kafender Spedition & Transport GmbH. is to Inform Immediately...
- in case of information on the way bill dissenting from our transport order,
  - in case of accidents concerning the hauling means or any other form of outage (e.g. technical malfunctions, sickness of the operator, etc.),
  - in case of the detection of cargo damage,
  - in case of regulatory controllings,
  - in case of outage of the cooling system or any other control unit,
  - in case of any form of deviation from the normal transportation routine,
  - as soon as it is foreseeable that the concerted dates cannot be abided by,
  - in case of reclamation and if the addressee refuses to accept the cargo,
  - in case of missing transport documents as well as in case of
  - any form of deviation from the normal procedure.
10. Cabotage  
The contractor commits to abiding by decree (EG) No. 1072/2009, valid since 21.10.2009, esp. Article 8 and 9 (concerning Cabotage).
11. Regulations of Despatcher/Addressee  
The special regulations of the despatcher and the addressee concerning the behaviour on their premises (e.g. smoking prohibition) are to be acknowledged and abided by.
12. Park & Halt  
During breaks, rest periods, and other stopovers, the operator has to use secured parking areas. In case of leaving the vehicle, the vehicle as well as the cargo bay have to be locked.
13. Agreement in Restraint of Trade  
Customer protection shall be deemed as agreed. In case of insensitivity towards this issue, there will be no payment. Furthermore, the contractor will have to pay a one-time fee to the amount of € 5.000,-.
14. Settlement Arrangements
- a) Please send the freight bill to us, including all information concerning loading and unloading places as well as our transport order number.
  - b) In case you charge the customer directly, you submit the freight bill made out for us to the customer, or your operator submits the transport order including the freight fee at the loading or unloading place, there will be a fine to the amount of € 500,-.
  - c) The bill is only payable on the complete submission of the implicitly confirmed way bill, delivery notes, pallet exchange notes, original clearance certificates, and only if all deadlines have been met.
  - d) Concerning only non-EU members: the bill has to be made out in accordance with the EU-compliant 'Zero Arrangement', meaning it must not include the turnover tax and must include both our and your UID-number.
  - e) Neither a set-off nor a withholding in the face of our demands is possible.
  - f) We cannot accept any freight bills not compliant with our terms of reference and we will send them back to you without booking. Furthermore, we will subtract a fee to the amount of € 30,- from the bill due to the additional work and expense.

All sums mentioned in this transport order are EURO-sums.

Term of Payment: **PLEASE TICK OFF AND RETURN TO KAFENDER SPEDITION & TRANSPORT GmbH.**

21 days, 3 % allowance       60 days net after receipt of invoice

15. Place of Execution and Place of Jurisdiction  
Place of execution and place of jurisdiction is, in any and in both cases, Traun, which is acknowledged on part of the freight carrier.
16. Miscellaneous  
Besides the hereby established perimeters of the transport order, the 'Allgemeinen Österreichischen Spediteursbedingungen' (AÖSp) as well as the CMR-regulations in the currently valid versions are also effective. The terms and conditions of the contractor are not valid, even if the contractor submits a confirmation letter in reference to his terms and conditions per mail, fax or any other way, respectively confirming the order.



## **DECLARATION OF COMMITMENT TO THE MINDESTLOHNGESETZ (MiloG in Germany and Loi Macron in France)**

The undersigned company, hereinafter known as contractor, provides the following legal confirmation to the Kafender Spedition & Transport GmbH., hereinafter known as principal.

1. The contractor assures the principal of the knowledge and responsible compliance with all existing legal provisions, in conjunction with the implementation of the Mindestlohngesetz (MiloG) in Germany, starting 01.01.2015 and the Mindestlohngesetz (Loi Macron) in France, starting 01.07.2016.
2. Furthermore, the contractor assures the principal in the event of the employment of a subsequent subcontractor within the scope of the rendering of services, to obtain such a confirmation identical in content to this in accordance with the Mindestlohngesetz (MiloG and Loi Macron) from the subcontractor and the contractual transfer of this obligation to any subsequently employed subcontractors.
3. The contractor releases the principal from all claims for compensation brought against the principal by third parties which result from violation of a provision of the Mindestlohngesetz (MiloG and Loi Macron). This declaration of release also includes all claims for compensation that result from the work on the rendering of services by employed subcontractors.
4. In the event of a culpable violation of one of the obligations according to the present declaration, the contractor obligates himself to pay the principal a measured penalty which, however, is subject to the court's right to reduce or abate.