

## General terms and conditions for service providers loading order

1. The stated flat rates do not include VAT, otherwise they include VAT all other travel costs and expenses, such as fuel surcharges, tolls (road pricing, Swiss HVF etc., other special tolls, other road use fees, etc.), expenses for customs documents (e.g. T1, T2, T2L etc.), other taxes, insurance costs (CMR also including Art. 29), costs for veterinary products, phytosanitary products or control costs by authorities, special permit costs, costs for escort, etc. With the freight charges shown on the loading order are all claims of the contractor in connection with the execution of the transport. Further claims by the contractor are expressly excluded, such as also claims from the title of slight negligence by Gartner KG as the client or sender
2. The payment term is 60 days after receipt of the invoice, confirmed original CMR, confirmed original delivery notes, original pallet notes, in the case of refrigerated transports, also printouts the temperature records as agreed. The receipts are from the recipient with stamp and legible signature (name in block letters if necessary) mistake. If the documents are incomplete, the freight invoice is deemed not to be due will be returned with an administration fee of €30. ATTENTION your. The invoice will only be processed if our loading order number, item no. And if in order listed Lad No. and Ref. No. is listed.
3. This transport order is binding without counter-confirmation. The transfer to third parties, reloading or additional loading require our express written notice in advance approval.
4. Absolute customer protection is agreed. If there are delays or difficulties in we are to be informed immediately in connection with the fulfillment of the transport order. At receipt, placement of orders, or direct contact with our customers, all claims of the contractor are deemed to have expired. As customer protection penalties an annual turnover is set at least €50,000.00.
5. The dates given by us are fixed dates. Interest in delivery is considered agreed, all due to failure to load, late acceptance of cargo or delayed provision of cargo to the recipient, resulting in costs, penalties, financial losses etc. charged on and deducted from the current freight become. In any case, a minimum penalty of € 200 will be charged in all of these cases. The charging of additional costs /penalties/ financial losses and any costs for replacement trucks are expressly reserved. At other goods damage, a declaration of value in the amount of the value of the goods is deemed to have been agreed, the additional offsetting of penalties, impairments, Property damage etc. is expressly reserved.

6. For loading and unloading, 24 hours free of demurrage are agreed. At above we remunerate additional standing times, provided that the problems were reported immediately, €25 per hour, up to a maximum of €200 per hour standing day, with a standing day starting from the hourly total of €200. The prerequisite for this is that the vehicle was delivered to the loading location on time and has arrived at the unloading point on time, as well as a confirmation of the GARTNER KG - Head Office: Tel. 0043/7245 / 234-0 FN 25 765 s Regional Court Wels OBERBANK A-4600 Wels, Account No. 411-0000 / 11 A-4650 Lambach, Linzer Straße 40 Fax 0043/7245 / 234-4519 VAT ID No. ATU 24879503 BIC: OBKLAT2L, IBAN: AT091513500411000011

For forwarding services, only the General Austrian Forwarding Conditions (AÖSp) apply, in each case the latest version, announced in the official gazette of the Wiener Zeitung, for the application of the CMR for international road freight transport, whereby the AÖSp also apply as agreed. Place of performance and agreed place of jurisdiction Lambach. Standing times of the sender / recipient with date, time and company production is presented.

7. Acceptance of the number of items, control of packaging and weight is deemed to have been agreed. Unless otherwise stated on the confirmation of acceptance and from the sender counter-confirmed notes have been made, the accepted charge is deemed to be accepted completely and packaged for transport. The objection to the transport with open vehicles is expressly excluded.

8. With regard to the transport of food, it is ensured that

- a) The vehicles, storage rooms and operating facilities used for transport as well as the storage of food is unrestricted and suitable at all times,
- b) The storage rooms and the vehicles used are always clean and maintained and disinfected if necessary; the cleaning and, if necessary, disinfection work logged,
- c) Adequate pest control procedures are in place and maintained; the measures carried out are logged and archived,
- d) Temperature requirements acc. complied with the statutory provisions and be documented,
- e) All employed employees have a clean and well-groomed appearance as well as a high maintain a level of personal hygiene,
- f) It is ensured that no persons with communicable diseases, infected wounds, dealing with skin infections or ulcers with food if there is a possibility that food can be contaminated directly or indirectly,
- g) When handling open food (goods controls), the service provider ensures that a contamination of the goods with foreign bodies, allergenic substances and impurities of all kind is avoided in any case.

h) Food and hazardous substances are always stored and transported strictly separated from one another become,

i) A maintenance and repair plan for all production sites and transport vehicles (including cooling units) is created and that the performed on this basis maintenance and cleaning activities checked and evaluated and, if necessary, on this basis corrective action is taken

j) Appropriate procedures are in place to ensure proper control and identification of the client's goods upon acceptance of the goods (e.g. temperature, inspection of the goods using the accompanying documents).

k) there is a product protection plan relating to Food Defense & Food Fraud and an appropriate risk assessment available.

9. The cold chain is guaranteed at all times. In the event of deviations, has an information immediate and unsolicited information.

10. Furthermore, it must be ensured that cross-contamination and any impairment of the client's goods by other transport and storage goods, contamination or damage to the transport vehicles and operating facilities (e.g. glass breakage, pest infestation, waste, etc.) can be avoided.

11. The contractor has clean, odor-free and technically suitable for the order to provide flawless vehicles - in the event of a vehicle failure, an equivalent one is immediately available provide a replacement vehicle for the client free of charge.

12. The road and transport safe loading and load securing is the responsibility of the driver to undertake, whereby this in all cases the sovereignty over loading and load securing leads. For chilled goods, the takeover and handover temperature is included suitable measuring devices to be checked and noted in the consignment note. For the loading in such a way that proper cooling air circulation can take place is the driver responsible. The transport temperature must be recorded continuously and to check regularly. The temperature log must accompany the invoice be attached.

13. In the case of road freight transports, stops are permitted, regardless of their duration – except refueling, customs formalities, breakdowns - only guarded parking spaces are approached. It is ensure that there are procedures in place to protect against product manipulation or this identify.

a) When parking the truck, make sure to close the rear end (if possible) protect that access to the rear doors is prevented /made difficult. If possible is parking rear to rear. This is especially true for transports in Greece.

b) The trailers must also be secured with locks or seals.

c) At the beginning of the break and before starting the journey again, there are body, storage boxes, locks and to control seals / lead seals.

14. Customs goods and customs documents are to be presented on time. In case of violation of the deadlines or other customs regulations by the contractor, the latter is responsible Gartner KG fully indemnifies and takes over all of it owed costs, fees, taxes, etc. in full.

15. Unsaddling during the execution of the order is generally prohibited. In principle, guarded parking spaces are to be found.

16. In the case of transport of dangerous goods (ADR), the contractor is liable for the proper declaration on the freight documents, the correct labeling of the cargo and for the carrying of the necessary transport documents as well as the legally compliant labeling of the vehicle.

17. The assignment and pledging of claims against Gartner KG to third parties is locked out. The forwarding right of retention is expressly considered locked out.

18. Offsetting claims by the Gartner Group against the contractor with claims by the contractor against Gartner KG are expressly permitted.

19. The existence of an upright CMR insurance (not the Austrian Conditions or exclusions that conflict with custom are permitted) including one coverage according to Art. 29 and 23 (4) CMR is given before the start of transport without additional request to prove. By accepting the transport order, the contractor declares that there are no premium arrears and he has ongoing insurance cover this also applies in particular with regard to motor vehicle liability insurance for the used vehicle.

20. The relevant provisions of the Aliens Employment Act, the GüKG and of the corresponding legal regulations in the countries to be traveled through are from contractor expressly complied and this keeps the client from this titleharmless and harmless.

21. Loading equipment (Euro pallets, Düsseldorf pallets, E1 and E2 boxes, H1 pallets, Meat hooks) are generally to be swapped step by step until further notice, as stated in the loading order is not expressly regulated otherwise. The burden of proof with proper Loading means certificate (including stamp and signature) lies exclusively with the carrier (Contractor). If it was agreed in the transport order not to exchange loading equipment, is this non-exchange, especially with the recipient, just as well loading means certificate (including stamp and signature) or with the original loading means voucher to prove. For loading equipment that has not been exchanged, we charge the amounts that are added to published on our homepage [www.gartnerkg.com](http://www.gartnerkg.com) in the download area for the transport day are. This also applies if you do not have a pallet exchange proof in the freight documents enclose. In general, we are not liable for senders or recipients, in particular we are not existing loading equipment that is required to be exchanged at the recipient's premises exclusively with the recipient to be clarified. If, contrary to the order, it is one-way instead of euro pallets, the driver must have this confirmed by the loading point. Loading equipment that has not been exchanged can be returned to the loading point no later than 30 days from the loading date. In this case, the processing fee already charged is non-refundable.

22. Covid-19 Rules of conduct for our warehouses and the customer's warehouses: Mandatory observance of the regulations / requirements for COVID-19 on site.

23. We expressly contradict all conditions that deviate from the present conditions terms and conditions or terms and conditions. The CMR in conjunction with AÖSP in of the currently valid version as well as the present transport conditions as agreed. A contradiction to our transport conditions does not unfold any legal effect, if the loading order issued by us was subsequently accepted and the charge has been accepted. The assumption of the charge implies an implied one agreement to our transport conditions.

24. Austrian law applies, place of jurisdiction Lambach as agreed.

25. Should a part of this transport order be legally ineffective, this does not affect the remaining stock.