

GENERAL TERMS AND CONDITIONS OF BUSINESS

General terms and conditions of business TFG Transfracht GmbH

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§ 1 Area of Application

These business conditions shall apply to all transactions arising from and in connection with contracts for the forwarding of loading units concluded with TFG. The prerequisite is that the employer

- is a businessman and the transaction is part of his business operation, or
- is a body corporate under public law or is a public special fund.

§ 2 Divergent Arrangements

Any arrangements made which diverge from these business conditions shall be recorded in writing.

Conditions imposed by the employer which are contrary to these business conditions shall apply in relation to TFG only when TFG expressly consents thereto in writing.

§ 3 Contract of Carriage, Timetable, Time of Delivery

(1) The contract of carriage shall come into existence through the order by the employer and acceptance by TFG. The acceptance is in force if the order has not been contradicted within a reasonable time. Precise times for delivery shall, however, require the express consent of TFG. If, however, the circumstances of the products mean that deadlines are necessary, the special circumstances of the product shall apply instead of § 3 Subsection 1, sentence 2, of these General Terms and Conditions of Business.

(2) TFG shall within the scope of the order be entitled to agree the presentation date with the forwarder and the delivery date with the recipient. Where additional costs are incurred, particularly from the temporary storage of the loading unit, the employer shall be informed; these additional costs shall always be charged to the employer.

(3) For delivery dates, the statutory provisions shall apply. The times stated in the timetables are not delivery dates.

§ 4 Duty of Information

(1) The employer shall provide in writing to TFG the necessary information concerning the goods loaded in the loading unit and the transport. He shall submit to TFG the certificates (accompanying documents) required for the customs and/or official dealings to be handled before delivery of the goods and shall provide all required information. In dealing with foreign-language countries, the employer shall on request provide all necessary translations. This shall also apply for transit routes.

(2) Employer shall be responsible for the accuracy of the information provided by him and the accuracy of any translations, and for the completeness of the documents. TFG shall not be obliged to check the statements of the information provided to it or the documents for accuracy or completeness. The employer shall be liable, even without fault, for all consequences arising from the lack, the inaccuracy, the imprecision, incompleteness of statements or the incomplete or delayed transmission of same; the same shall apply to information provided. The exception shall be those losses for the occurrence of which TFG is at fault.

(3) By accepting the loading unit, the documents and the information transmitted by him, TFG will not confirm to the employer that the loading unit presented and the goods loaded in it are undamaged and that the class and number of the loaded goods agrees with the statements by the employer.

§ 5 Hazardous Good

For the transport of hazardous goods, the employer shall be obliged to provide all required information and to observe all national and international regulations.

The employer shall, even without fault, be liable for all consequences arising from the nonfulfillment or inadequate fulfilment of the regulations affecting the transport by himself and by the agents engaged by him or his employer, such as the forwarder. He shall indemnify TFG against all consequences.

Liability shall cease if TFG has acted deliberately or with gross negligence.

§ 6 Customs and other administrative regulations

For the observance of customs and other administrative regulations, the employer shall be solely responsible. This shall also apply, if TFG takes over customs clearance or other treatment of the goods with an administrative authority on behalf of the employer.

§ 7 Acceptance and Return of the Loading Units

(1) Loading units shall be inspected by the employer for defects on takeover. If the loading units presented are damaged or unsuitable for the forwarding of the goods, these shall be rejected forthwith. The employer shall be liable for all damage attributable to the loading of an unsuitable or damaged loading unit.

(2) The employer shall ensure that the loading units transferred to him after unloading are returned to him in good transportable condition, without shortfall of goods at the agreed destination. If on return it is found that the loading units are not in good and transportable condition, the necessary work to eliminate defects shall be undertaken at the expense of the employer, who shall also be responsible for the rent which continues to run for this period.

(3) The employer shall be responsible to ensure that the loading units are safe operationally and for transport at the time of takeover by TFG and are suitable for the cargo and comply with the relevant legal rules and technical regulations.

(4) The employer shall be liable without fault for all losses which arise from the unsuitability, the lack of operational and transport safety, infringement of regulations or defectiveness of the loading unit. This shall not apply if it concerns a defect in the loading unit made available by TFG and where the defects existed at the time of the handover to the employer or the persons nominated by him but were not recognizable by them.

§ 8 Packing, stowing the goods, loading and unloading of the loading units

(1) The employer shall pack and stow the goods securely as protection against loss or damage and prevention of damage by persons, operational objects or other goods. The regulations, guidelines and standards for packing and stowing for all means of transportation of the loading unit in question shall be observed. The employer shall bear all the consequences of the lack and defectiveness of packaging or stowing of the goods. He shall

be liable to TFG without fault for all losses thereby incurred, unless the defect was apparent or known to TFG at the time of takeover of the loading unit. TFG shall, however, not be obliged to check the method of loading, packaging and stowing of the goods and the security of the load on taking over the loading unit.

(2) In the light of a special arrangement, the employer can himself load or have the loading unit loaded on the initially available means of transportation or the recipient can himself unload it or have it unloaded from the last available means of transportation. In this case, the employer and the recipient must observe the regulations and orders of the relevant forwarder. The consequences of faulty loading and unloading of loading units shall be borne

by the employer and the recipient, provided they are not caused by the faulty regulations and orders of the forwarder.

(3) If goods for several destinations are loaded in one loading unit, these are to be separated and secured from one another in single parcels, so that confusion is excluded and that the goods remaining in the loading unit or part parcels are safe for transport and are adequately secured against damage. The operational and transport security of the loading unit must always be ensured even after partial unloading. TFG shall not be liable to ensure that part parcels are taken over by the correct recipient.

§ 9 Acceptance of the transport

(1) Where loading of the loading unit is undertaken by TFG or its agents, acceptance shall be taken as the time of commencement of loading of the loading unit on the initially available means of transportation; loading commences with provision of the connection between loading instrument and loading unit.

(2) Where loading is undertaken by the employer or its agents, acceptance shall be taken as the time of proper placing of the loading unit on the initially available means of transportation; the placing is completed as soon as the loading instrument and the loading unit are separated.

(3) Should the loading unit still be loaded with goods after loading in accordance with Subsections 1 or 2, acceptance in relation to these goods occurs at the end of loading and acceptance of the loading unit by TFG.

§ 10 Delivery

(1) The obligation to forward has been fulfilled and the liability period of TFG under Section 13 is at an end with transfer of the loading unit and goods to the final recipient (delivery). The final recipient shall confirm receipt of the loading unit and goods. If the final recipient does not accept the loading unit or refuses written confirmation, the forwarding obligation and liability period shall nevertheless be regarded as ended; this shall also apply for partial acceptance of the consignment.

(2) Where unloading of the loading unit is done by TFG or its agents, the time of the end of proper unloading from the last available means of transportation shall be regarded as delivery; unloading has ended when the loading instrument is separated from the loading unit.

(3) Where unloading of the loading unit is done by the employer or its agents, the time of the start of unloading from the last available means of transportation shall be regarded as delivery; unloading shall commence with provision of the connection between loading instrument and loading unit.

(4) If goods are unloaded before the loading unit, delivery of these goods shall take place with the opening of the doors of the loading unit.

§ 11 Placing of the loading unit

(1) On authorized placing of the loading unit, the law of storage contract shall apply. The liability of TFG shall be limited to proven damage to the loading unit and loaded goods to a maximum of € 5,- per kg gross weight of the damaged loading unit or the part lost and/or loaded goods, and, from the 11th working day after placing of the loading unit, up to a maximum of 2 billing units in accordance with § 431, Subjection 4 of the German Commercial Code (HGB). In other respects, §13 Subjection 2 shall apply correspondingly.

(2) For damage during placing due to operations or transport, that is, damage between acceptance for forwarding and delivery, which is not due to requests by the employer, TFG shall be liable in accordance with §13 of these General Business Conditions.

(3) For the placing of empty loading units, the liability of TFG shall be limited to the market value of the empty unit, to a maximum of € 5,- per kg weight.

§ 12 Assumption of loss

On the occurrence of an assumed loss in accordance with §424 Subjection 1 German Commercial Code, a further period of 30 days after expiry of the delivery period shall apply uniformly to domestic and cross-border transport.

§ 13 Liability for damage to goods

(1) TFG shall be liable for damage to goods occurring in the period from acceptance for forwarding until delivery to the loading unit and the loaded goods. TFG shall be given the opportunity of inspecting the damage.

(2) If loading units and/or other goods are to be forwarded according to the contract of carriage in domestic transport, § 431 German Commercial Code shall apply. However the liability of TFG shall in every case of damage be limited to an amount of € 1.000.000,- or two units of account for every kilogram, depending on which amount is greater, even if several cases of damage have occurred in the same incident. Before mentioned limitation of liability does not apply for consumers in the sense of § 449 German Commercial Code.

(3) If loading units or other goods are forwarded in cross-border traffic, the duty of replacement shall follow the liability order, which applies by compulsory law to the forwarding section, in which the damage occurred. If the section of the forwarding distance, in which the damage occurred cannot be established, TFG shall be liable according to the rules for multimodal transport under §452 German Commercial Code.

§ 14 Unlimited liability

Exclusions and limitations by contract of liability under these conditions shall not apply, if the damage has been caused by TFG deliberately or by gross negligence of its organization, executives or agents or through gross failure of organization.

§ 15 Complaints regarding freight and costs

Complaints regarding freight, ancillary expenses and other costs can only be made within 6 weeks of receipt of invoice. On request, the documents providing evidence are to be submitted.

§16 Payment, charging of interest and set-off

(1) All invoices from TFG shall be due for payment forthwith after receipt without deduction in the currency stated in the invoice.

(2) The party liable to pay is in every case the employer. If payment is made under a special arrangement by another, the obligation of the employer shall remain unaffected until payment has been made of the full remuneration.

(3) TFG shall be entitled to charge default interest at 8% above base interest rate.

(4) Setting-off or retention against claims on TFG shall be excluded, unless the counterclaim is undisputed or legally enforceable.

§ 17 Electronic data transmission and processing

(1) Where a form of writing is prescribed in these General Business Conditions, this shall be equivalent of transmission of defined data records in the course of data processing. Data transmission records in electronic data exchange only confirm the transmission of data.

(2) The execution and obligation of an electronic exchange of contractual and performance data will be regulated with the employers in a separate agreement.

(3) Data required for execution of the orders shall be stored. Reference is made to §33 of the Federal Data Protection Law.

(4) TFG is entitled to pass on transport-related data for the purpose of completing administrative and customs formalities. § 18 Applicable law and place of jurisdiction German law shall prevail. Place of jurisdiction is Frankfurt am Main. § 19 Savings clause Should any individual provision be invalid, the validity of the remaining provisions hereof shall in no way be affected. In such case the void provision shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of this Agreement. These General Business Conditions are available in German and in English. In case of doubt, the German version shall prevail.

July 1st, 2003