General terms and conditions of transport

All legal relationships between the contractor ("Contractor") and TSI Consumer Goods GmbH (hereinafter referred to as TSI) are governed exclusively by the following General Terms and Conditions of Transport (hereinafter referred to as GTCT) of TSI and any contracts or framework agreements. The GTCT are accepted without reservations by the Contractor upon acceptance of the transport order. In the event of contradictions between the aforementioned documents, the provisions of the individual contract or framework agreement take precedence over these General Terms and Conditions of Transport. The German Freight Forwarders' Standard Terms and Conditions (ADSp 2017) shall apply in addition to and subordinate to these GTCT, if and insofar as these GTCT do not contain any provisions on specific subject matters. The Contractor's terms and conditions and deviating agreements only apply if TSI has recognised them in writing. Neither silence, nor acceptance of the service or its payment by TSI shall be deemed to be acknowledgement. All agreements between the parties will be set out in full in text form upon conclusion of the contract. TSI employees are not authorised to make verbal agreements that deviate from the written contractual agreement.

1.Terms of payment / prohibition of assignment / freight prices and price validity

Unless otherwise agreed, payment shall be made within 30 days. The period begins upon receipt of the service owed by the Contractor in accordance with the contract and a proper and verifiable invoice. TSI is free to choose the means of payment. The Contractor is not authorised to assign claims to which it is entitled against TSI or to have them collected by third parties. The provisions of Section 354a of the German Commercial Code (HGB) remain unaffected by this. The prices, payment conditions and loading and unloading times agreed in advance for this transport are fixed when this order is placed and cannot be subsequently adjusted at TSI's expense. TSI shall be entitled to set-off and retention rights according to statutory law without restriction.

2. Claims in the event of non -fulfilment

If the Contractor refuses to accept the order despite a framework agreement to the contrary or if the Contractor does not fulfil its contractual obligations at the agreed time after accepting the order, TSI may carry out the performance itself or have it carried out by third parties if (i) a reasonable grace period has expired without result, (ii) the Contractor is unable or refuses to perform or (iii) there is a case of particular urgency. Particular urgency exists if it is impossible for TSI or if TSI, taking into account the circumstances of the individual case, in particular to prevent damage or to maintain TSI's ability to deliver to its customers, is unable and cannot reasonably be expected to have the supplementary performance carried out by the Contractor. Any costs incurred as a result shall be borne by the Contractor. In the event of non-fulfilment, a lump sum of €50 will be charged for a cancellation within 24 hours and €150 for a cancellation from 24 hours after the order has been placed. The Contractor reserves the right to prove that TSI has incurred no or significantly less damage. Other statutory claims and rights of TSI remain unaffected.

3. Contractor / Vehicle

The Contractor is obliged to secure and protect the goods entrusted to him while they are in its care. The Contractor shall also be subject to obligations not expressly regulated by law or by the following conditions, the breach of which jeopardises the proper performance of the contract, e.g. warning in the event of packaging that is not safe for transport or inadequate securing of the goods on the load carrier, insofar as this is recognisable to the Contractor. The
Contractor undertakes to ensure that

- the lorry used can transport the goods specified in the transport order without any problems. The vehicle must be able to be loaded and unloaded via a ramp with a ramp height of between 1.10 metres and 1.30 metres.
- the vehicle complies with the relevant laws, regulations, directives and customs, in particular those relating to foodstuffs, and is suitable for the transport of foodstuffs without restriction. This includes, in particular, all requirements of the IFS Logistics Standard (International Featured Standard) in its most current version.
- no foreign odours, such as the smell of fish, emanate from the vehicle.
- there is no mixed loading with goods that could have a negative impact on the TSI cargo.
- TSI's approval is obtained before accepting the order if there is any doubt about the type and quantity of load securing equipment available.
- walls, floor and roof as well as doors, door seals and weather protection are in perfect technical condition and no moisture can enter the interior of the cargo space.
- the goods are transported frost-proof at all times.
- If the goods are labelled Frigo on the transport order, they are transported continuously and verifiably at a temperature between 10°C and 18°C by Frigo truck.
- the vehicle fulfils the requirements of Code XL in accordance with DIN EN 12642 and the Contractor will secure the load professionally in accordance with the VDI 2700 guidelines.
- the Contractor takes preventive protective measures to safeguard the goods (food defence) against possible wilful manipulation (physical, chemical or biological contamination, sabotage, espionage).

If the goods are damaged as a result of one of the aforementioned points, the Contractor shall be obliged to pay compensation in accordance with the statutory requirements and the following provisions.

4. Shipping documents

Unless otherwise agreed with TSI, delivery is made with accompanying documents provided by TSI. The Contractor receives accompanying documents from the loading point at the loading location. These documents, including the delivery note and CMR, may not be handed over by the Contractor at the unloading point, but may only be handed over to TSI. In the event when documents are handed over at the unloading point contrary to the contractual obligations, TSI reserves the right to charge the Contractor a contractual penalty of €100 for each case of culpable breach. Further claims for damages, against which the contractual penalty would have to be offset accordingly, remain unaffected. The delivery note for submission at the unloading point will be sent by TSI before loading to the Contractor, who must ensure to have the paper documents with it before unloading. The Contractor itself is responsible for carrying CMR documents. The name of the driver, ID number and licence plate number of the truck and trailer are notified to TSI by the Contractor 24 hours before loading.

5. Loading

The goods shall be loaded onto the vehicle provided by the Contractor at the loading address specified in the transport order at the specified time. The loading point shall provide the goods to be loaded to the driver notified by the Contractor upon presentation of the transport order. The Contractor shall be responsible for loading and securing the goods. This includes both safe loading for operation and safe loading for transport. The Contractor shall provide the necessary load securing equipment and use it in accordance with the requirements of the goods to be loaded. The Contractor is obliged to check the loaded goods with regard to theirquantity and obvious defects. Deviations must be reported to TSI immediately and noted in the accompanying documents. Even if employees at the loading point are involved in loading, this does not release the Contractor from its obligation to ensure both safe transport and safe loading. This obligation remains unaffected in any case.

6. Discharge

The unloading location and the unloading time are bindingly specified in the transport order. Unless otherwise agreed in individual cases, the Contractor shall unload the goods in accordance with the instructions of TSI or the consignee.

7. Liability

In the case of transport within Germany, the Contractor shall be liable in accordance with Section 425 (1) of the German Commercial Code (HGB) for all damage caused by loss of or damage to the goods in the period from acceptance for transport to delivery or by exceeding the delivery deadline. The compensation to be paid by the Contractor in the event of loss/damage to the goods shall be calculated in accordance with Section 429 HGB. Insofar as the Contractor's liability is limited in accordance with Section 431 HGB, the Contractor shall be liable up to an amount of 40 special drawing rights per kg gross weight of the consignment. The limitations of liability do not apply in the cases of Section 435 HGB. TSI's other statutory claims remain unaffected. TSI's liability as the client pursuant to Section 414 HGB due to defective packaging or labelling, due to incorrect or missing data, including on the shipping documents, due to missing information on dangerous goods or missing, incomplete or incorrect documents or data is limited to 8.33 special drawing rights per kg gross weight of the shipment concerned. The principles of the CMR apply to international road transport.

8. Idle times

TSI only pays for idle times if the Contractor arrives punctually at the loading and unloading point within the specified time slot. In the event of downtimes despite demonstrably punctual arrival at the loading and unloading point, TSI shall pay a flat-rate demurrage charge of EUR 35 per completed hour, from the 5th hour of downtime. If loading and unloading is not completed within the specified time slot, the Contractor must have its arrival time confirmed by the loading or unloading point on the delivery note as proof.

9. Pallet handling

TSI specifies the binding pallet handling procedure in the transport order. The statue of limitations for pallet debts between TSI and the contractor is 3 years. If the „with pallet exchange" procedure has been specified, then standardised, exchangeable Euro pallets suitable for machine conveyance and high-bay storage (at least quality classification B according to the GS1 standard) are exchanged concurrently (Zug um Zug) at both the loading and unloading points in accordance with the UIC Codex 435-2 standard.

- If this is not possible at the loading point, the Contractor shall make up the shortfall by making subsequent deliveries of pallets or by paying the outstanding pallet balance within 30 days.
- If this is not possible at the unloading point, the Contractor shall obtain a pallet credit note and redeem it independently at the unloading point at a later date.

The Contractor must ensure that no defective pallets or pallets of below minimum quality are exchanged. Pallet exchange receipts must be sent to TSI immediately in digital form. TSI must be indemnified against any pallet debts. If processing via „DPL voucher" is specified in the transport order, the following applies:

- The Contractor may not exchange pallets at the loading point. The Contractor must ensure that an original, accepted pallet exchange note is issued at the unloading point. The original DPL slip must be sent to TSI by mail in paper form without delay.

If processing via „DPL pool" is specified in the transport order, the following applies:

- The Contractor may not exchange pallets at the loading point. At the unloading point, the Contractor must ensure that exchangeable pallets are provided concurrently (Zug um Zug). The pallets must be taken by the Contractor to a pallet depot authorised by DPL (Deutsche Paletten Logistik) without undue delay and handed in against a receipt with reference to the TSI DPL customer number 48895-TK.

If pallets are not exchanged or if documents or DPL documents are submitted late, the Contractor will be invoiced 14 euros net per pallet which will be offset against the freight invoice. The Contractor reserves the right to withhold payment of the freight invoice until the corresponding pallet processing documents have been submitted.

10. SVS / RVS (transpo rt insurance)

TSI is a SVS prohibition customer (SVS Verbotskunde). Insurance is provided by TSI itself.

11. Confidentiality

TSI reserves all rights (e.g. copyrights) to the documents provided by TSI. The Contractor shall treat the information provided to it by TSI confidentially, shall not make it accessible to third parties (including subcontractors and companies affiliated with the Contractor) without TSI's written consent and shall not use it for purposes other than those specified by TSI. This does not apply to information (a) that is generally known, (b) that the Contractor has obtained from third parties without breaching confidentiality obligations or (c) the disclosure of which is required by law or official or court orders. In the event of a culpable breach of this obligation, a contractual penalty shall be due immediately for each case of infringement, the amount of which TSI may determine at its reasonable discretion, taking into account the severity of the breach and the expected consequences, but at least EUR 1,000. The Contractor may have the reasonableness of the amount reviewed by a court. Further claims for damages remain unaffected. Any contractual penalties paid shall be offset against claims for damages.

12. Miscellaneous

The place of fulfilment for deliveries and services is the destination specified by TSI. The contractual relationship shall be governed by German law excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Hamburg, but TSI is also entitled to sue the Contractor at another competent court if necessary. The above agreement on the place of jurisdiction applies as an additional agreement on the place of jurisdiction in the case of Art. 31 CMR. Should any provision of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions.