

# ANNEX TO THE CONSIGNMENT ORDER

## (JOSPED LTD. loading Terms and Conditions)

### 1) Payment terms

The agreed freight price will be paid exclusively by freight credit. All consignment documents shall be submitted to us in hard copy (originals) including a copy of the credit immediately following the completion of the consignment assignment. The documents are automatically filed upon receipt and the agreed payment period starts to run. The prices quoted on behalf of JOSPED LTD. are fixed prices. Surcharges or expenses, costs (of whatever nature) will not be accepted.

Payment Deadline:

45 upon receipt of the signed CMR consignment note or proof of delivery!

### 2) Duration

The representational transfer order is binding if no objections are raised within an hour (of receipt by the Contractor). The contractor must arrive at the loading site with his vehicle on the agreed loading date. If the contractor arrives without a vehicle, a flat rate fee of € 250 will be charged (regardless of fault). For the late arrival at the place of loading a no-fault penalty of € 50/hour overdue will be charged. Any additional claim for damages shall remain unaffected by this.

This is based on the shortest possible term. Any irregularity or delay to the order should be communicate immediately by telephone or in writing. (In the case of fixed dates, item 4 applies).

### 3) Demurrage fees

Asserting a claim for demurrage fees for waiting and/or dwell times of less than 24 hours at the sender/recipient's address shall be excluded without exception

Not included are Saturdays, Sundays and holidays, these are not subject to demurrage. Furthermore, in addition, asserting claims for reimbursement of expenses and/or compensation for damages or other costs shall be excluded if JOSPED LTD. terminates the order within 6 hours. After the 24-hour demurrage free period, a maximum of € 25 per hour and a maximum of € 200 may be charged per day in demurrage fees; entitlement to demurrage fees presupposes that JOSPED LTD. are indeed to blame for the resulting standing time. Any and all demurrage claims are limited to a total maximum of € 600, per consignment order. Further claims are excluded even during longer dwell times. The burden of proof against JOSPED LTD. lies with the contractor.

Problems with the loading / unloading, delays of any kind, or damage to goods and means of transport must be reported immediately to the responsible planning office of JOSPED LTD. in order to gain appropriate guidance on how to proceed.

### 4) Scheduled deliveries, delivery times

The scheduled dates provided should be kept without exception. Failure to adhere to scheduled loading times and delivery periods is considered a serious violation of the principal obligation of scheduled deliveries. Unavoidable deviations are to be communicated proactively with the planning office.

### 5) customer protection, penalties

The Contractor undertakes to treat all customers and order data confidentially and not to pass them on to any third party. Customer protection is considered as agreed; upon acceptance or placement of orders or any form of contact with JOSPED LTD. customers, the Contractor forfeits all claims against JOSPED LTD.. Moreover, in the event of a violation of this provision, a no-fault penalty fee of € 2.000, will be charged per transfer order. This fee is exempt from judicial mitigation, and is due regardless of the actual amount of loss. Any further claims for damages shall not be affected.

### 6) Legal provisions

This consignment order is based on the Convention on the Contract for the International Carriage of Goods by Road (CMR). The terms and conditions of the contractor are not applicable in any way, even if they are contained within their own order confirmations. Terms and conditions that conflict with those of JOSPED LTD. do not apply. In particular, the contractor is also excluded from invoking the General Austrian Forwarders' Terms and Conditions (AÖSP) or other conditions.

Austrian Cabotage Regulations: Penalties of misconduct in accordance with new Cabotage Regulation (No 132/2007, as amended, Federal Law Gazette II) will not be borne by us or passed on to you by us. The contract is subject to Austrian law excluding the loading regulations of IPR. All

disputes between the parties in connection with this Agreement, including any disputes concerning the effective substance of this agreement, falls into the jurisdiction of the corresponding court for A-8142 Wundschuh. The contract language is German.

When transporting hazardous goods (ADR), the Contractor shall be held responsible for appropriate declarations on the shipping documents and the correct labelling of cargo as well as for the carriage of required transport documents and the legally compliant signage of the vehicle. Equally, drivers must have valid ADR training. In addition, all national regulations must be observed in their respective countries. Should individual parts of this contract not be legally valid, the validity of the remaining points of this contract shall not be affected.

### 7) CMR insurance

The Contractor undertakes to submit to JOSPED LTD. - before the acquisition of a consignment and without solicitation - its insurance policy as a confirmation of adequate and customary insurance coverage in Austria (Minimum insurance sum: € 363,000.00). This insurance must also cover liability acc. Art. 29 CMR, and damage during loading and unloading. Should JOSPED LTD. not be presented with the carrier's liability insurance policy before the execution of the consignment order, JOSPED LTD. is entitled to cover the insurance; in which case JOSPED LTD. is entitled to deduct 3% of the agreed freight price for this purpose.

### 8) Driving times, wages

The Contractor is solely responsible for complying with all normative requirements regulating the driving times and rest periods, and the drivers' payment, in accordance with the labor legislation.

This pertains with particular importance to the requirements of the Federal law on the minimum labor remuneration of the Federal Republic of Germany (MiLoG) and the legislation regulating the minimum hourly payment of the driving staff in France (LOI MACRON), Austria (Lohn- und Sozialdumping-Bekämpfungsgesetz–LSD-BG), and the Netherlands ((WagwEU). The Contractor is obliged to notify its employees and any other auxiliary personnel in a sufficiently intelligible manner (in writing) about its obligation to comply with the requirements of MiLoG, Loi Macron, Lohn- und Sozialdumping-Bekämpfungsgesetz, and WagwEU, and to hire an independent auditor who is to certify the compliance with such requirements. Upon request, the Contractor is obliged to provide "Josped" EOOD with objective evidence about the full compliance with the said legal norms. The Contractor waives any pretensions vis-à-vis "Josped" EOOD deriving from expenses/losses/damages/claims (irrespective of their grounds) which may have occurred consequent upon non-compliance with this contract or due to violations of the laws MiLog (including the rules ratified by the Ministry of Finance of FRG), Loi Macron, Lohn- und Sozialdumping-Bekämpfungsgesetz, and WagwEU. This pertains to all fees and fines in their entirety and regardless of their amount. Also, this pertains specifically to any incurred administrative expenses, expenses on lawyers, fees, and consultants.

### 9) Safety Precautions

The contractor is obliged to select and monitor staff and other agents with the due care and diligence. In particular, he is responsible for ensuring that only fully functional and suitable vehicles, trailers, tanks, swap bodies/containers, cranes, technical equipment and other equipment are used.

Condition of the deployed vehicle: The contractor is to provide clean, odourless and technically fault-free vehicles suitable for the job and which meet all legal requirements. In the event of vehicle failure, the customer is to receive a replacement vehicle of the same category, free of charge.

Permits: the vehicle must have all the necessary requisite loading authorisations of (European license, third country permit, ECMT) and copies of the documents must be accessible.

The Contractor is obliged to ensure that all motor vehicles or loaded consignment units are locked properly at all times (even short-term) parking. Furthermore, deployed motor vehicles or consignment units must be equipped with 2 independent state-of-the-art anti-theft devices, whose activation must be documented even if deactivated even for short periods.

The contractor has to ensure that loaded transport vehicles (trailers, semi-trailers, swap bodies, containers, etc.) always properly guarded when not in use and must also ensure that at night, on weekends and holidays they are parked only in well-lit and secure (fenced and sufficient guarded) parking premises. Generally, only secured parking lots should be used. A list of guarded parking lots is available at [www.iru.org](http://www.iru.org). The isolated parking of loaded trailers / semi-trailers (without tractor) and the parking of the transport vehicle in a non-secure area is prohibited without exception.

The contractor is obliged to inform its employees and other ancillary workers, especially subcontractors, demonstrably (in writing) of its

obligation to comply with the provisions of these terms and to enlist the services of an independent auditor to ensure that these provisions are adhered to.

#### 10) Drivers

The Contractor is obliged to ensure that all employed drivers hold all authorisations and a corresponding work permit and that he/she carries all the relevant certifications with them at all times. The contractor confirms all workers hold valid internationally recognised licenses and a certificate pursuant to directive 2003/59 / EC (EU-professional driver training).

#### 11) Loading and unloading; Load securing; Testing of packaging

The contractor is obliged to carry out the loading and unloading. Damages that arise as a result of circumstances that occur during the loading or unloading, fall within the sphere of responsibility of the contractor. The contractor has to ensure that the load is properly secured and complies with statutory requirements. Obligation to secure safe loading lies exclusively with the contractor, even if the dispatcher loads the goods. Specifications of the customer must be strictly observed and any discrepancies must be immediately clarified with the dispatch office. The contractor must have a sufficient number of loading devices (dunnage) and safety devices (lashing chains and lashing). In tarpaulin vehicles at least 12 lashings and sufficient edge protectors need to be carried with the load.

The Contractor is obliged to check that the load has packaging suitable for transport and to report any defects to the shippers and JOSPED in writing and to note these on the consignment documents.

#### 12) Obstacles

The contractor must take the initiative to ensure that for every consignment, transport can be carried out without obstacles and must verify whether it is possible to obtain permits or fulfil customs requirements of whatever nature (discharging transit operations, etc.) in advance. The contractor holds JOSPED LTD. harmless for all damages

#### 13) Loading equipment

The carrier (as a contractor) is obliged, without exception, to both the sender and the receiver to a loading device exchange (etc. pallets, mesh boxes, meat hooks, plastic boxes); He carries the so-called exchange risk. The fee for this exchange risk is included in the freight rate. If they are not exchanged during loading or unloading, they are credited to the loading account and netted against the outstanding balances to the contractor at month-end. For this, a handling charge of €25 will be charged to the account and will not be refunded. All movements of loading equipment are to be documented by both the sender and the receiver in writing on the

CMR consignment note or on their own material ticket. Loading equipment that cannot be tracked in written form due to lack of confirmation or lack of charging means certificates, shall be deemed not exchanged. If the loading equipment cannot be exchanged by the consignee, a confirmation regarding the non-exchange (CMR, material ticket, etc.) there will be no charges to the consignees account as the contractor bears the exchange risk.

In the event that the loading gear is exchanged incorrectly, the carrier as a contractor is financially liable for any non-exchanged or recycled equipment at the following rates: €18 per pallet, € 140 per grid box and € 50 per collar. Other loading materials are charged at the normal local market price. In addition, an handling fee of €25 per consignment and repatriation costs for the non-exchanged charging funds of €1 per kilometre from Wundschuh is payable at the collection point at which the exchange failed to take place. These fees are payable to JOSPED LTD. even in cases where the carrier is not at fault.

#### 14) Refrigerated transport

When transporting refrigerated goods, the contractor is obliged to monitor the transport temperature regularly. Refrigerated transport must be carried out only with a technically flawless and regularly maintained refrigerated transport vehicle. Before taking over the goods, the contractor must verify whether the goods to be acquired have been adequately pre-cooled. The contractor is obliged to keep temperature logs over a period of 3 years after delivery of the goods and, where appropriate, these should be passed on to JOSPED LTD.. Cooling and box vehicles must be equipped with sufficient attachment rods and other security devices. When executing refrigerated transport orders, adequate air circulation must be ensured. In the absence of temperature logs, the consignment in its entirety becomes void.

#### 15) Miscellaneous

The disclosure to third parties, or transshipment cargo requires express written consent in advance.

JOSPED LTD. is entitled to set-off with counterclaims (regardless of the legal reason) and freight reductions if the shipments have been conducted in a unsatisfactory manner. Therefore any objections to the right for setoff or right of retention (especially § 32 AÖSp) are expressly excluded. The contractor is not entitled to any liens from the goods passed to them in the course of their involvement in the transport of the contract goods. Any liens are therefore explicitly excluded. The contractor is required to include in all final agreements any provisions applicable to subcontractors (provided the use of subcontractors was permitted in writing by JOSPED LTD.).

The contractor expressly waives the objection of "wage-transit agreement"; the objective contractual relationship should actually be classified as a wage-transit contract, the Contractor expressly agrees that this contract is subject to the liability provisions the CMR freight regulations.

These "Terms and Conditions" (GTC) come into effect immediately upon placement of an order and can be found on our website at [www.josped.com](http://www.josped.com)

**Have a safe journey and a successful course of transport!**