

1. **Goods which are imported into the EU customs territory must be cleared by customs. At the time of importation these goods must be presented and registered at the German border customs office.**
  
2. **The following types of customs clearance are possible:**
  - a) **For goods which are to be presented only in Stuttgart for customs treatment under b) and c):**
  - b) **For goods which are to be re-exported after the trade fair:**  
 If an ATA carnet has not already been issued for these goods in the exporting country (simplest clearance procedure), they may be cleared for temporary customs use by depositing a guarantee and a temporary importation certificate (printed forms 0747 and 0748).  
 Specified schedules of the imported goods with their values are required for customs clearance.  
 The guarantee is repaid when the goods are re-exported.
  - c) **For goods which are to remain in the Federal Republic of Germany:**  
 These goods may only be cleared for free circulation (printed forms 0747 and 0748, and printed form 0467 for goods subject to excise duty). The value of the goods for customs purposes must be proved by means of suitable documents (e.g. invoice). The import duties must be paid in this case.
  
3. The importer may be represented by a third party (e.g. forwarding agent) for customs clearance.
  
4. Certain goods are subject to import bans or restrictions in the Federal Republic of Germany (e.g. textiles, animals, plants, foodstuffs, weapons). You can obtain information in this respect from German customs offices or chambers of trade and industry.
  
5. Goods which are transported to Stuttgart under customs transit (section 2a) must be presented immediately and subjected to further customs treatment according to section 2b) or 2c).

In the case of exhibits which were transported to Stuttgart without customs treatment (section 2), customs treatment can be carried out retrospectively under certain circumstances. Please contact the customs office at the trade fairgrounds or the responsible customs office directly:

For the Stuttgart trade fairgrounds (Landesmesse Stuttgart GmbH):  
 Customs office Stuttgart Airport, Air Freight Centre, Building 605/6, 70629 Stuttgart,  
 Tel.: +49 711 9484290

**Should you have any questions please contact our authorised forwarding agent:**  
 Schenker Deutschland AG, DB Schenkerfairs, Stuttgart trade fair centre in 70629 Stuttgart,  
 Tel. +49 711 18560-3300

To ensure that work is performed in time, please return not later than 4 weeks before the event!

Event name	Company name (Invoice recipient)
Customer no. (Exhibitor)	Contact person (Invoice recipient)
Hall/stand no. (Exhibitor)	Street and house no. (Invoice recipient)
Your order no. (if desired)	Postcode, town, country (Invoice recipient)
VAT identification number EU (Invoice recipient)	Telephone (in case of questions)
We are: <input type="checkbox"/> Entrepreneur <input type="checkbox"/> no Entrepreneur	E-mail (in case of questions)

Orders by fax to: +49 711 18560-2292

## ORDER TRANSPORT/CRANE – FORK LIFT TRUCK 2014

141450001

We herewith order / We order on behalf and by order of the aforementioned exhibitor – and at the same time accept the German Freight Forwarders' Standard Terms and Conditions (ADSp) as well as the General Terms and Conditions of the German Federal Working Group Heavy Haulage and Crane Work (AGB-BSK Crane and Haulage 2008) - as follows:

Item no.	Quantity	Code	Type of equipment	Day(s) of use	Time	Unit price EUR
14-004		01	Crane up to 20 t			per hour 180.00
14-005		02	Crane over 20 t			per hour 225.00
<b>We will charge a flat rate of 1 hour per order for delivery and collection of equipment and staff.</b>						
14-006		03	Fork lift truck up to 2.5t			per hour 110.00
14-007		04	Fork lift truck up to 5 t			per hour 125.00
14-008		05	Fork lift truck up to 7 t			per hour 145.00
14-009		06	Fork lift truck up to 10 t			per hour 195.00
<b>We will charge a flat rate of 1/2 hour per order for delivery and collection of equipment and staff.</b>						
14-010	appr. m <sup>3</sup>	07	Storage of empties (minimum order 2 m <sup>3</sup> )			per m <sup>3</sup> 46.00
14-011		08	Customs clearance only after consultation with DB SCHENKERfairs Stuttgart			

### Addressing of trucks (road freight)

Schenker Deutschland AG  
 – DB SCHENKERfairs –  
 Messegelände  
 70629 Flughafen Stuttgart  
 Einfahrt: Tor 1

### Addressing of rail consignments

Schenker Deutschland AG  
 – DB SCHENKERfairs –  
 Messegelände  
 70629 Flughafen Stuttgart  
 Einfahrt: Tor 1

### Addressing of air freight

Schenker Deutschland AG  
 – DB SCHENKERfairs –  
 Messegelände  
 70629 Flughafen Stuttgart  
 Einfahrt: Tor 1

Please note the traffic guidance system on the premises!

All prices quoted are subject to the statutory VAT valid at this time (according to the relevant version of the Value Added Tax Act).

The stated service can only be performed if at the time there are no outstanding payments.

Date:           2  0          

Place

Company stamp and signature



For questions please contact:  
 SCHENKER Deutschland AG  
 Messegelände:  
 Tel.: +49 711 18560-3300

To ensure that work is performed in time, please return not later than 4 weeks before the event!

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Hall/stand no. (Exhibitor)	Street and house no. (Invoice recipient)
Your order no. (if desired)	Postcode, town, country (Invoice recipient)
VAT identification number EU (Invoice recipient)	Telephone (in case of questions)
We are: <input type="checkbox"/> Entrepreneur <input type="checkbox"/> no Entrepreneur	E-mail (in case of questions)

Orders by fax to: +49 711 18560-2292

## ORDER TRANSPORT/LIFTING PLATFORMS 2014

141450002

We herewith order / We order on behalf and by order of the aforementioned exhibitor – and at the same time accept the German Freight Forwarders' Standard Terms and Conditions (ADSp) as well as the General Terms and Conditions of the German Federal Working Group Heavy Haulage and Crane Work (AGB-BSK Crane and Haulage 2008) - as follows:

Item No.	Quantity	Code	Type of equipment	Hire period starts	Day(s) of use	Unit prices EUR
14-100		01	Scissor-type lifting platform up to 6 m WH*			per day 150.00
14-101		02	Scissor-type lifting platform up to 8 m WH*			per day 160.00
14-102		03	Scissor-type lifting platform up to 10 m WH*			per day 180.00
14-103		04	Scissor-type lifting platform up to 12 m WH*			per day 200.00
14-104		05	Scissor-type lifting platform up to 14 m WH*			per day 215.00
14-105		06	Articul. telescopic lifting platform up to 10/11 m WH*			per day 250.00
14-106		07	Articul. telescopic lifting platform up to 15 m WH*			per day 320.00
14-107		08	Articul. telescopic lifting platform up to 20 m WH*			per day 320.00

Discount (15 %) for long-term hire from 4th calendar day, discount (30 %) for long-term hire from 6th calendar day

\* WH = Working Height

Item No.	Quantity	Code	Delivery/Collection/Relocation	Unit prices EUR
14-110		09	1st scissor-type lifting platform up to 12 m	165.00
14-111		10	2nd scissor-type lifting platform up to 14 m + articul. telescopic lifting platform	185.00

All prices quoted are subject to the statutory VAT valid at this time (according to the relevant version of the Value Added Tax Act).

The stated service can only be performed if at the time there are no outstanding payments.

Date: . . . . . 2 0

Place

Company stamp and signature



For questions please contact:  
 SCHENKER Deutschland AG  
 Messegelände:  
 Tel.: +49 711 18560-3300

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We are: <input type="checkbox"/> Entrepreneur <input type="checkbox"/> no Entrepreneur	E-mail (in case of questions)

Orders by fax to: +49 711 18560-2292

## ORDER TRANSPORT/TROLLEYS 2014

141450003

We herewith order / We order on behalf and by order of the aforementioned exhibitor – and at the same time accept the German Freight Forwarders' Standard Terms and Conditions (ADSp) as well as the General Terms and Conditions of the German Federal Working Group Heavy Haulage and Crane Work (AGB-BSK Crane and Haulage 2008) - as follows:

Item no.	Quantity	Code	Type of equipment	Day of use	Hour(s)	Unit price EUR
14-300		01	Platform trolley Loading area 1000 x 600 mm/Loading capacity max. 300 kg			per hour 5.50
14-310		02	Optiliner Loading area 900 x 600 mm/Loading capacity max. 400 kg			per hour 5.50
14-320		03	C+C trolley Loading area 1000 x 700 mm/Loading capacity max. 500 kg			per hour 5.50
14-330		04	Vario trolley Loading area 600 x 400 mm/Loading capacity max. 250 kg			per hour 5.50
14-340		05	Steel tube trolley With pneumatic tires/Loading capacity max. 300 kg			per hour 5.50
14-351		06	Deposit The deposit paid will be reimbursed upon return of undamaged trolleys.			100.00

Please indicate quantity and hire period! Prices for several day hire available upon special agreement.

Do you require delivery and pick-up service?

Required date of delivery:  Date

Required pick-up date:  Date

Please note that there is a surcharge of 15.00 EUR per delivery.

All prices quoted are subject to the statutory VAT valid at this time (according to the relevant version of the Value Added Tax Act).

The stated service can only be performed if at the time there are no outstanding payments.

Date

Place

Company stamp and signature



For questions please contact:  
SCHENKER Deutschland AG  
Messegelände:  
Tel.: +49 711 18560-3300

To ensure that work is performed in time, please return not later than 4 weeks before the event!

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VAT identification number EU (Invoice recipient)	Telephone (in case of questions)
We are: <input type="checkbox"/> Entrepreneur <input type="checkbox"/> no Entrepreneur	E-mail (in case of questions)

**Orders by fax to: +49 711 18560-2292**

## ORDER PACKING MATERIAL 2014

**141450004**

We herewith order / We order on behalf and by order of the aforementioned exhibitor – and at the same time accept the German Freight Forwarders' Standard Terms and Conditions (ADSp) as well as the General Terms and Conditions of the German Federal Working Group Heavy Haulage and Crane Work (AGB-BSK Crane and Haulage 2008) - as follows:

Item no.	Quantity	Code	Description	Unit prices EUR	
14-200		01	Tape machine	flat rate	30.00
14-201		02	Steel tape	per roll	40.00
14-202		03	Steel tape	per metre	0.60
14-210		04	Plastic tape	per roll	180.00
14-211		05	Plastic tape	per metre	0.50
14-220		06	Adhesive tape	per roll	4.50
14-225		07	Encapsulated-air sheeting 120 cm	per roll	125.00
14-226		08	Encapsulated-air sheeting 150 cm	per roll	150.00
14-230		09	Stretch sheeting	per roll	25.00
14-235		10	Folding cardboard box S IV	per pc.	9.00
14-240		11	Cardboard box for clothes	per pc.	19.00
14-245		12	Flat Euro pallet	per pc.	19.00

All prices quoted are subject to the statutory VAT valid at this time (according to the relevant version of the Value Added Tax Act).

The stated service can only be performed if at the time there are no outstanding payments.

Date: . . . . . 2 0 . . . . .

Place: \_\_\_\_\_

Company stamp and signature: \_\_\_\_\_



**For questions please contact:**  
 SCHENKER Deutschland AG  
 Messengelände:  
 Tel.: +49 711 18560-3300

The following text is a translation from the German language original. In case of disputes the German language original of the ADSp are applicable

### Preface

The terms and conditions are recommended for use, starting January 1st, 2003, by the Federal Association of German Industry, the Federal Association of German Wholesalers and Exporters, the Federal Association of German Freight Forwarders and Logistics Operators, the Association of German Chambers of Industrie and Commerce, and the German Association of Retailers. This recommendation is not obligatory. Contract parties can formulate different agreements.

### 1. Interest of the principal and due care

The freight forwarder shall act in the interest of his principal and fulfil his duties with due care.

### 2. Area of application

2.1 The ADSp apply to all contracts for the transportation of goods, irrespective of whether they concern freight forwarding, carriage, warehousing or other services common to the forwarding trade; these also include logistical services commonly provided by freight forwarders in connection with the carriage or storage of goods.

2.2 In the case of forwarding services regulated by sections 453 to 466 of the German Commercial Law (HGB), the freight forwarder is only responsible for arranging the necessary contracts required for the performance of these services, unless other legal provisions take precedence.

2.3 The ADSp are not applicable for contracts that deal exclusively with

- packaging,
- the carriage of removal goods and their storage,
- crane lifting, assembly jobs or heavy lift and high volume transports, except for normal transshipment services of the freight forwarder.
- the carriage and storage of goods to be towed or salvaged.

2.4 The ADSp are not applicable for transport contracts with consumers. Consumers are natural persons concluding the contract for reasons other than commercial or in pursuit of their professional activities.

2.5 If trade customs or legal provisions differ from the ADSp, the ADSp take precedence unless these legal provisions are mandatory.

For contracts of carriage by air, sea, inland waterways or for multi-modal transports different contractual arrangements may be made in accordance with the terms of carriage devised for these transports.

2.6 The freight forwarder is authorised to agree to normal standard terms and conditions of third parties.

2.7 In the relationship between a principal freight forwarder and an intermediate freight forwarder, the ADSp are deemed to be the general terms and conditions of the intermediate freight forwarder.

### 3. Instructions, transmission errors, contents, special type of goods

3.1 Forwarding instructions, other instructions, directives and communications are valid even if given informally. Subsequent modifications must be specifically identifiable as being amendments. The burden of proof for the correct and complete transmission lies with the party referring to it.

3.2 If statements must be made in writing, they are deemed to having been made in writing when using electronic data communication or any other machine readable form for as long as the originator of the message is identifiable.

3.3 The principal must inform the freight forwarder, at the time of giving the instructions, that the transport contract concerns:

- dangerous goods
- live animals and plants
- perishables
- valuable goods and goods with an inherent risk of theft

3.4 The principal must specify in his instructions addresses, marks, numbers, quantity, nature and contents of the packages as well as declaring the properties of the goods, as required by section 3.3, the goods value for insurance purposes and any other information relevant for the proper execution of the forwarding instructions.

3.5 In the case of dangerous goods, the principal must inform the freight forwarder in writing – at the time of giving the instructions – of the exact nature of the hazard and, if appropriate, about precautionary measures. In the case of dangerous goods subject to the law for the carriage of dangerous goods or other goods, the carriage of which is subject to specific regulations regarding dangerous goods, their handling or their disposal, the principal has to make the necessary declarations required for the proper execution of the forwarding instruction, especially the classification in accordance with the regulations for dangerous goods.

3.6 The principal must inform the freight forwarder about particularly valuable goods or goods with an inherent risk of theft (e.g., cash, precious metals, jewellery, clocks and watches, precious stones, works of art, antiquities, bank or credit cards, valid telephone cards or other means of payment, bonds, shares and similar, foreign currencies, documents, spirits, tobacco, entertainment electronics, telecommunications devices and accessories)

and goods with an actual value of € 50 per kg or more well in advance to allow the freight forwarder to decide about acceptance of the goods and to take measures for a safe and secure execution of the forwarding job.

3.7 If a forwarding instruction does not comply with the terms stated in sections 3.3 to 3.6, the freight forwarder has the option to

- refuse acceptance of the goods
- return goods already accepted or to make them available for collection
- ship, transport or store them without the need to notify the principal and to charge an extra, appropriate fee, if the safe and secure execution of the instruction causes extra costs.

3.8 The freight forwarder is not obliged to check or supplement the statements made regarding sections 3.3 to 3.6.

3.9 The freight forwarder is not obliged to check the authenticity of signatures on any messages or documents relating to goods, nor to check the authority of the signatories, unless there exist reasonable doubts concerning the authenticity or authority.

### 4. Packaging, provision of loading and packaging aids, weighing and checking

4.1 Unless specifically stated, the forwarding instruction does not cover

- 4.1.1 the packaging of the goods,
- 4.1.2 the weighing, checking, measures to preserve or enhance the goods and its packaging, unless this is customary for this kind of transaction,
- 4.1.3 the provision or exchange of pallets or other loading or packaging aids. If they are not swapped one-for-one, they are only picked up as part of a new forwarding instruction. This does not apply if the exchange is intentionally not carried out by the freight forwarder.

4.2 The services under section 4.1 are charged for separately.

### 5. Customs clearance

5.1 The instruction for shipment to a destination in another country includes instructions for customs clearance, if this is necessary for arranging the transport to the place of destination.

5.2 The freight forwarder is entitled to an extra fee for the customs clearance, over and above the actual costs incurred.

5.3 The instruction to forward bonded goods or to deliver them free house, authorises the freight forwarder to effect the customs clearance and to advance customs and excise duties and fees.

### 6. Packaging and marking obligation of the principal

6.1 The packages have to be clearly and durably marked by the principal to facilitate their proper handling, e.g. addresses, marks, numbers, symbols for handling and properties; old marks must be removed or made illegible.

6.2 In addition, the principal is under obligation:

- 6.2.1 to mark all packages belonging to the same consignment in such a way that they are easily recognised as forming one consignment,
- 6.2.2 to prepare packages in such a way that they may not be accessed without leaving visible trace (adhesive tape, bands, etc. are only permissible when they are individually designed or otherwise difficult to imitate; foil wrapping must be thermally sealed);
- 6.2.3 in case of a consignment being part of a forwarders consolidation, to group the individual packages or units of this consignment into larger units if their strap length (largest circumference plus longest side) is less than 1 metre;
- 6.2.4 to combine a consignment of hanging garments consisting of several individual units into wrapped units for easier handling;
- 6.2.5 to mark packing units with a gross weight of at least 1,000 kilograms with the weight specification as prescribed for heavy loads to be transported by ship.

6.3 Packages are single packages or units of packages, formed by the principal for the purpose of being carried according to the forwarding instruction, e.g., boxes, wireboxes, pallets, handling units, enclosed loading units such as covered wagons, wagons with tarpaulin covers, semi-trailers, swap bodies, containers or igloos.

6.4 If the packages do not comply with the terms under 6.1 and 6.2, section 3.7 shall apply.

### 7. Supervisory duties of the freight forwarder

7.1. At specific interfaces the freight forwarder is under the obligation to:

- 7.1.1 check packages regarding their quantity, identity and apparent good order and whether seals and fastenings are intact;
- 7.1.2 document irregularities (e.g. in the accompanying document or by special notification)

7.2 An interface is any point at which the responsibility for the packages is passed on to another operator/agent or the handing over point at the end of each stage of the transportation process.

### 8. Receipt

8.1 Upon request by the principal, the freight forwarder shall issue a certificate of receipt. With this certificate the freight forwarder confirms the quantity and type of packages, but not their contents, value or weight. In



the case of bulk goods, full loads and such like the certificate of receipt does not state the gross weight or any other description of the quantity of the goods.

8.2 As proof of delivery the freight forwarder requests from the consignee a receipt of the packages as named in the forwarding instruction or other accompanying transport documents. Should the consignee refuse to sign for the receipt of the goods, the freight forwarder must request further instructions. If the goods have already been unloaded at the consignee, the freight forwarder is entitled to regain possession.

### 9. Instructions

9.1 An instruction remains valid for the freight forwarder until revoked by the principal.

9.2 In the case of insufficient or impractical instructions the freight forwarder may use his professional judgement.

9.3 An instruction to hold goods at the disposal of a third party can no longer be revoked after instructions from the third party have been received by the freight forwarder.

### 10. Freight payment, cash on delivery

10.1 The statement by the principal that the instruction is to be executed freight unpaid or that the costs are to be paid by the consignee or a third party does not affect his liability for payment of all charges.

10.2 The statement in section 10.1 does not concern cash on delivery instructions.

### 11. Deadlines

11.1 In the absence of specific agreements, neither loading or delivery deadlines are guaranteed, nor the sequence of the handling of goods of the same means of transport.

11.2 This does not affect the freight forwarder's statutory liability with regard to missing deadlines.

### 12. Obstacles

12.1 Obstacles beyond the freight forwarder's control relieve him, for their duration, from the duties that are affected by these obstacles.

In the case of such obstacles, the freight forwarder or the principal have the right to withdraw from the contract even if it has already been partially performed. If the freight forwarder or the principal withdraws from the contract, the freight forwarder is entitled to the costs which he deemed to be necessary to be incurred or which were incurred in the interest of the principal.

12.2 The freight forwarder is only obliged within the framework of his ordinary professional care to advise the principal about legal or official restrictions concerning the shipment (e.g., import/export restrictions). If, however, the freight forwarder, through public statements or in the course of negotiations, created the impression that he has expert knowledge about specific circumstances, he has to act appropriately to this knowledge and expertise.

12.3 Governmental and/or official acts beyond the freight forwarder's control do not affect the rights of the freight forwarder towards his principal; the principal is liable towards the freight forwarder for all claims arising out of such acts. Claims of the freight forwarder against the state or third parties are not affected.

### 13. Delivery

Delivery is deemed to have been affected when the goods are handed over to any person present on the premises of the consignee, unless there are apparent reasonable doubts about their authority to receive goods on behalf of the consignee.

### 14. Right to information

14.1 The freight forwarder is obliged to provide the principal with all necessary information, to inform him, upon request, about the status of the transaction and to provide information about all transactions so far, however, he is only obliged to reveal the costs incurred if he acted in the name of the principal.

14.2 The freight forwarder is obliged to pass everything he receives/obtains while acting for him to the principal.

### 15. Warehousing

15.1 The choice of warehousing location (own or third party) lies with the freight forwarder. In case of a third party warehouse the freight forwarder must notify the principal in writing and immediately of the warehouse company and its address, or, in case of a warehouse warrant, to mark these on the warrant.

15.2 The principal is at liberty to inspect the warehouse. Objections or complaints about the storage of the goods must be made immediately. If he does not exercise the right of inspection, he waives all rights to objections against the storage and warehousing, for as long as the choice and type of storage complies with the usual professional care of a freight forwarder.

15.3 Access to the warehouse is only granted to the principal during the normal working hours of the freight forwarder and in his company.

15.4 If the principal handles the goods (e.g. sample taking) the freight forwarder may demand that the number, the weight and the status of the goods be inspected together with the principal. If the principal does not agree to this, the freight forwarder is not liable for damage discovered later, unless the damage was clearly not caused by such handling of the goods.

15.5 The principal is liable for all damage caused by him or his staff or agents to the freight forwarder, other warehouse clients or third parties whilst on the premises of the warehouse, unless he, his staff or agents are not responsible for such damage.

15.6 In case of inventory discrepancies, the freight forwarder is entitled to balance shortages and surpluses of the same principal.

15.7 If the freight forwarder has reasonable doubt about the security of his claim upon the value of the goods he is entitled to set a reasonable time limit for the principal to either secure the claims of the freight forwarder or to make alternative provisions for the storage of the goods. If the principal does not comply with this, the freight forwarder is entitled to terminate the contract without further notice.

### 16. Offers and Payment

16.1 Offers from the freight forwarder and agreements with him regarding price and services always refer to specified own services or those of third parties, and to goods of normal size, weight and nature; they presume normal unfettered transport situations, unimpeded access, the possibility of immediate on-shipment and that freight rates, exchange rates and tariffs upon which the quotation was based remain valid, unless changes could be foreseen under the current circumstances. The note „plus the usual ancillary charges“ entitles the freight forwarder to charge for supplements and surcharges.

16.2 All quotations made by the freight forwarder are valid only for immediate acceptance and immediate execution of the relevant task, unless otherwise specified in the quotation, and when the instructions refer to the quotation.

16.3 In case of a cancellation of or withdrawal from the instruction the freight forwarder is entitled to the claims in accordance with §§ 415, 417 of the German Commercial Law (HGB).

16.4 In case of a COD- or other collection instruction being withdrawn retrospectively or if the money is not paid, the forwarder is still entitled to his collection fee.

16.5 If the consignee refuses to accept a consignment destined for him or, if the delivery is impossible for reasons beyond the control of the freight forwarder, the freight forwarder is entitled to the cartage charges for the return of the consignment.

### 17. Disbursements of the freight forwarder, exemption from third party claims

17.1 The freight forwarder is entitled to reimbursement for outlays which he could reasonably consider appropriate.

17.2 The instruction to accept incoming consignments entitles the freight forwarder – but does not oblige him – to advance freight, COD-sums, duties, taxes and other dues in connection with such consignments.

17.3 The principal has to relieve the freight forwarder immediately of demands regarding freight, average demands, customs duties, taxes or other dues directed against the freight forwarder as being agent for or possessor of the goods owned by third parties, when the freight forwarder is not responsible for such payments. The freight forwarder is entitled to take reasonable measures appropriate to protect himself. If the circumstances do not require immediate action, the freight forwarder must request instructions from his principal.

17.4 The principal must inform the freight forwarder in an appropriate way about all public/legal obligations, e.g. regarding customs regulations or trademark obligations, arising from the possession of the goods, unless it may reasonably be deduced from the quotation of the freight forwarder that he is aware of such obligations.

### 18. Invoices, foreign currencies

18.1 Freight forwarders' invoices are due immediately.

18.2 The freight forwarder can demand from his foreign principals payment either in local or German currency.

18.3 If the freight forwarder owes foreign currency amounts, or if he advances sums in foreign currencies, he can demand payment either in German or in foreign currency. If he demands payment in German currency, the current exchange rate will be used, unless it can be proven that a different rate of exchange must be used or was used.

### 19. Settlement

Claims arising out of the forwarding contract and other related claims may only be set off against counter claims, if these are undisputed.

### 20. Lien and retention

20.1 The freight forwarder has a lien on all goods in his possession or other valuables in connection with any claim, whether due or not for any services for his principal in accordance with section 2.1. This lien does not exceed the general legal lien which applies.

20.2 The freight forwarder may exercise his lien for claims arising out of other contracts with the principal only if they are undisputed or if the financial situation of the debtor puts the claims of the freight forwarder at risk.

20.3 The time limit of one month as specified in section 1234 of the German commercial Law is superseded in all cases by a time limit of two weeks.

20.4 If the principal is in arrears, the freight forwarder is entitled, after due notice, to sell such a portion of the principal's goods in his possession as is necessary, after appropriate consideration, to meet his claims.

20.5 The freight forwarder is entitled to the usual sales commission on the net proceeds of the sale when exercising his lien.

### 21. Insurance of the goods

21.1 The freight forwarder arranges for the insurance of the goods (e.g., transit or warehousing insurance) with an insurer of his choice if instructed to do so by the principal before the goods are handed over.

If the freight forwarder cannot effect insurance cover, either due to the nature of the goods or for any other reason, he must inform the principal without delay.

21.2 The freight forwarder is entitled, but not obliged, to effect the insurance of the goods if this is in the interest of the principal. The freight forwarder may assume that the insurance cover is in the interest of the principal, especially when,

- the freight forwarder effected insurance cover for previous freight forwarding instructions
- the principal declared the value of the goods in his freight forwarding instructions (3.4).

This assumption for the arrangement of insurance cover may not be made if

- the principal expressly forbids such insurance cover
- the principal is a freight forwarder, carrier or warehousing company.

21.3 The freight forwarder, after due consideration decides the type and scope of the insurance and arranges the cover at the usual market rates, unless the principal instructs the freight forwarder differently, specifying the insured sum and the risks to be covered, in writing.

21.4 If the freight forwarder is himself the insurance policy holder and if he acted for the account of the principal he is obliged, if requested to do so, he is obliged to provide information about this in accordance with 14.1. In such a case the freight forwarder is obliged to invoice the premium for each freight forwarding instruction individually, to document it and to pay it to the insurer exclusively for this insurance cover.

21.5 The freight forwarder is entitled to a special fee, apart from his reimbursements, for arranging the insurance, handling claims and other administrative tasks in connection with claims and averages.

### 22. Liability of the freight forwarder, cession of claims

22.1 The freight forwarder bears liability for all his services (section 2.1) according to legal regulations. Unless specified otherwise, however, the following shall apply.

22.2 If the freight forwarder is only responsible for arranging the contracts required for the services requested, his responsibility is limited to the careful choice of such third party service providers.

22.3 In all cases where the freight forwarder is liable for loss of or damage to goods, his liability will be in accordance with §§ 429, 430 of the German Commercial Law.

22.4 If §§ 425 pp and 461, section 1 of the German Commercial Law are not applicable, the freight forwarder is liable for damage resulting from:

- 22.4.1 – insufficient packaging or marking by the principal or third parties
- 22.4.2 – agreed or customary outdoor storage
- 22.4.3 – theft or robbery (§§ 243, 244, 249 German Penal Code)

22.4.4 – Acts of God, weather conditions, failure of appliances or wiring, influence of other goods, damage by animals, inherent vice. Only, if there is evidence of the freight forwarder being at fault. If the damage could have arisen from one of the above circumstances it shall be deemed to have arisen from it.

22.5 If the freight forwarder has a claim against a third party for damage for which he is not liable, or if the freight forwarder has claims in excess of the sum for which he is liable, he must, on request, cede such claim to his principal, unless the freight forwarder, by special agreement, had undertaken to pursue such claims at the cost and risk of his principal. The principal may also demand that the freight forwarder cedes all claims against third parties to him. § 437 of the German Commercial Law remains unaffected. If the claims of the principal have been met by the freight forwarder or by the forwarders' insurance, the claim to be ceded is limited to that portion which exceeds that already paid by the freight forwarder or his insurance.

### 23. Limitation of liability

23.1 The liability of the freight forwarder for loss of or damage to goods, with the exception of warehousing on request, is limited:

- 23.1.1 to € 5 per kilogram of gross weight of the consignment;
- 23.1.2 in case of damage occurring to goods whilst being carried, the damage is limited – contrary to section 23.1.1 – to the legally limited maximum amount specified for this type of carriage;
- 23.1.3 in case of a contract of multi-modal carriage – including sea transport – to 2 SDR per kg;
- 23.1.4 to € 1 million or 2 SDR per kg per claim, whichever is the higher.

23.2 If only individual packages or parts of the consignment were damaged or lost, the maximum liability is calculated on the basis of the gross weight - of the whole consignment if it is rendered valueless - of that part of the consignment that is rendered valueless

23.3 The liability of the freight forwarder for damage other than to goods, excepting personal injury and damage to goods that are not subject of the contract of transportation, is limited to three times the amount payable for the loss of the goods, but not more than € 100,000 per event. §§ 431 section 3 and 433 HGB (German Commercial Code) remain unaffected.

23.4 The liability of the freight forwarder, irrespective of the number of claims per event is limited to € 2 Millions per event or 2 SDR per kg of lost or damaged goods, whichever is the greater; in the case of more than one claimant the freight forwarder's liability is proportionate to their individual claims

23.5 The SDR is calculated in accordance with § 431, section 4 of the German Commercial Law.

### 24. Liability limitations in the case of warehousing upon instruction

24.1 The liability of the freight forwarder for loss of or damage to goods in the case of warehousing upon instruction is limited

- 24.1.1 to € 5 for each kg gross weight of the consignment,
- 24.1.2 to a maximum of € 5,000 per claim; if the claim of a principal is based upon the difference between the nominal and actual inventory (section 15.6) the liability is limited to € 25,000, irrespective of the number of events causing the inventory discrepancy. Section 24.1.1 is not affected.

24.2 Section 23.2 applies accordingly.

24.3 In the case of warehousing upon instruction the liability of the freight forwarder for claims other than for damage to goods, excepting personal injury and damage to goods that are not subject of the contract of transportation, is limited to € 5,000 per claim.

24.4 Irrespective of the number of claims arising from an event, the liability of a freight forwarder is limited to € 2 Millions per event; in the case of more than one claimant the freight forwarder's liability is distributed amongst them in proportion to their individual claims.

### 25. Burden of proof

25.1 The principal must provide evidence that goods of a specified quantity and state were handed to the freight forwarder in apparent good order (§ 438 German Commercial Law). The freight forwarder must provide evidence that he delivered the goods as he received them.

25.2 The burden of proof that goods were damaged whilst being transported (Section 23.1.2) in the means of transport lies with the party claiming such damage. If the place where the damage occurred is unknown, the freight forwarder must specify the sequence of transportation by documenting the interfaces (Section 7) if requested by the principal or the consignee. It is to be assumed that the damage occurred during that stage of the transportation for which the freight forwarder cannot provide a clean receipt.

25.3 The freight forwarder is obliged to ascertain, through appropriate enquiries and obtaining evidence, where the damage occurred.

### 26. Non-contractual claims

The aforementioned releases from and limitations of liability apply also, in accordance with §§ 434, 436 of the German Commercial Law, to claims not arising out of freight forwarding contracts.

### 27. Specific responsibility

The aforementioned releases from and limitations of liability do not apply, if the damage was caused:

- 27.1 By intent or gross negligence of the freight forwarder or his management staff or by violation of fundamental duties of the contract in which case damage claims shall be limited to foreseeable, typical damage;
- 27.2 by the freight forwarder in cases covered by §§ 425 pp, 461 Abs. 1 of the German Commercial Law or by persons specified in §§ 428, 462 of the German Commercial Law acting intentionally or recklessly, knowing that damage to the goods would be probable.



### **28. Notification of a claim**

Claims have to be made in accordance with § 438 of the German Commercial Law.

### **29. Freight forwarding insurance**

29.1 The freight forwarder is obliged to cover, at going market rates, his transport-related liability according to ADSp and as legally required to cover standard liabilities with an insurer of his choice.

29.2 Agreements for maximum compensation per claim, event and year are permitted; also contributions from the freight forwarder.

29.3 The freight forwarder may only refer to the ADSp towards his principal if he has arranged sufficient insurance cover at the time of the forwarding instructions are issued.

29.4 If requested by the principal, the freight forwarder has to provide proof of this liability insurance cover

### **30. Place of fulfilment, place of jurisdiction, applicable law**

30.1 The place of fulfilment for all parties to the contract is the location of that branch office of the freight forwarder at which the instructions are directed.

30.2 The place of jurisdiction for all disputes arising out the instruction is for all participants, so far as they are business people, the location of that branch office of the freight forwarder at which the instructions are directed.

30.3 The legal relationship between the freight forwarder and the principal or his legal successors is governed by the law of the Federal Republic of Germany.

Revised: June 2011

## GENERAL TERMS AND CONDITIONS OF THE GERMAN FEDERAL WORKING GROUP 1 HEAVY HAULAGE AND CRANE WORK (AGB-BSK Crane and Haulage 2008)

### I. GENERAL SECTION

1. All our crane and haulage services, as well as rough assemblies, are subject to the following terms and conditions unless overriding statutory regulations stipulate otherwise (e.g. German Commercial Code (HGB) or CMR, CLMI/CLNI, CIM/COTIF or MÜ).

2. **Crane services** in the meaning of these terms and conditions are provided in two categories:

#### 2.1. Category 1 – Crane hire

Crane hire means the provision of hoisting equipment with operating personnel to the customer for carrying out work in accordance with the customer's instructions and arrangements.

#### 2.2. Category 2 – Crane work

Crane work refers to the carriage of goods, especially hoisting, moving and transporting loads and/or persons for the purpose of working with a mobile hoist and relates to accomplishing one or several contracted hoisting manoeuvres by the contractor according to the instructions and arrangements. This includes especially isolated marshalling of heavy objects by means of a crane.

3. **Transport service** in the meaning of these terms and conditions is the commercial transportation of goods of all kinds and moving or relocating goods, especially by means of special auxiliary transportation gear such as e.g. heavy load rollers, armoured rollers, air cushions, hydraulic lifting scaffolding and lifting portals or similar (so-called ground or transfer transports) including interim storage in connection with the transportation. Heavy items are usually transported unpacked on an open deck. Packaging or covering the load with tarpaulins, loading, stowing and lashing are only owed by the contractor if explicitly contracted.

4. **Rough assemblies and disassemblies** are components of the crane or transport service if explicitly contracted. This includes fitting together or disassembling and fastening or loosening the load for preparing or carrying out the transportation. The BSK Terms and Conditions of Assembly in the latest version apply for assembly services going beyond this (final assembly, trial run, fine adjustments, etc.).

5. Results of site inspections and special agreements, e.g. with regard to the loading and unloading locations, crane location, etc. must be recorded in writing by the parties.

6. Contracts for carrying out large volume and heavy transports or moving cranes in public road traffic require the permission or approval of the responsible public authority, especially with regard to § 18 I 2 and § 22 II IV and § 29 III and § 46 I No. 5 of the Federal Road Traffic Regulations (StVO) as well as § 70 I Federal Road Traffic Registration Act (StVZO). These contracts are concluded exclusively under the condition precedent that the required permission or approval is granted in good time.

7. If the authorities order traffic direction measures (police escort, etc.) or decree other requirements and ancillary stipulations to comply with road safety and unimpeded traffic circulation and/or to protect road surfaces, then these contracts are also concluded under the condition precedent that the escort and/or safety personnel is available in good time and that the official traffic safety measures can be implemented in good time. The contractor commits to inform the customer immediately of such requirements and ancillary stipulations for executing the transport which could handicap or hinder the transport. In this respect we refer to the BSK information leaflet "Traffic Direction Measures".

8. Unless otherwise agreed, the contractor is entitled to employ other enterprises to fulfil the assumed contractual obligations.

9. The contractor is entitled to withdraw from the contract without this giving rise to damage compensation claims if a careful examination before or during the deployment of vehicles, equipment or working devices of any kind has revealed that significant damage to third party and/or own property and/or assets or injury to persons will very probably be inevitable despite all reasonable efforts to avoid such damage. The exclusion of damage compensation claims is void if the contractor ignored the due diligence required of a proper merchant (carrier). In the case of withdrawal, the remuneration for crane services is charged pro rata and transport services are subject to the statutory provisions.

10. The contractor is entitled to interrupt the deployment immediately in case of hazard to equipment, load, personnel and/or third parties. Interruptions caused by weather conditions do not diminish the entitlement to claim remuneration while taking saved expenditure into account if the impediments due to adverse weather conditions were insurmountable despite reasonable endeavours.

11. The service by the contractor is determined according to the crane or transport order or the agreements in the international consignment note. Only if explicitly so agreed does the contractor also supply necessary auxiliary, instruction and other personnel and the possibly necessary slingers at

the cost of the customer. Unless otherwise agreed, billing is according to time units (hourly or daily rates). Unless otherwise agreed, the remuneration obligation comes into being with departure of the lifting or transport

vehicle from the company grounds of the contractor and ends when said vehicle returns. If hourly or daily rates are agreed, then these also apply for outbound and homebound travelling times and for rigging times. Hourly rates are accounted as per started half-hour and daily rates as per started working day. Unless otherwise agreed, the customer bears the charges and costs for official charges and all procurement costs and costs incurred due to official requirements and other ancillary stipulations, as well as police escort fees or the costs for the company's own safety measures and other costs for safety precautions ordered by the authorities. The agreed amounts are understood as without VAT, which must be paid to the contractor in addition in the respective statutory amount.

### II. SPECIAL SECTION

#### 1. Chapter Crane hire / Obligations and liability of the contractor

12.1 If the main service performed by the contractor consists of the designated supply to the customer of lifting equipment with operating personnel in order to carry out work in accordance with the customer's instructions and arrangements, then the contractor is under the obligation to provide a generally and particularly suitable hoist that complies with the applicable statutory provisions and valid regulations for technical equipment of the Safety Standards Authority (TÜV) and is approved pursuant to the Accident Prevention Regulations (UVV) and is ready for operation. The contractor is only liable for supplied personnel within the scope of the applicable fundamentals for a fault in the selection of personnel.

12.2 Liability for failure to provide equipment in good time is excluded in cases of force majeure, strikes, roadblocks and other unavoidable occurrences, unless the contractor could have avoided their consequences if the contractor had taken the necessary due care usual in the business.

12.3 The liability of the contractor in all other cases of failure to provide equipment in good time is limited to the typically foreseeable damage. This limitation is null and void in cases of intent or gross negligence.

#### 2. Chapter Crane work and transport / Obligations and liability of the contractor

13. The contractor commits to execute all orders placed with him properly and expertly with all means and technical possibilities at his disposal in observance of the applicable rules of technology.

14. The contractor commits especially to deploy generally and particularly suitable transport means and suitable hoisting equipment that comply with the applicable statutory provisions and valid regulations for technical equipment of the Safety Standards Authority (TÜV) and Accident Prevention Regulations (UVV). Furthermore, the contractor commits to provide generally and particularly suitable operating personnel (crane operators and vehicle drivers) who are familiar with operating the transport means or the hoisting equipment.

15.1. If the main service performed by the contractor consists of crane work and/or transportation, then unless these general terms and conditions stipulate otherwise the statutory regulations governing the freight carrying business apply. The liability of the contractor according to these regulations is limited to 8.33 special drawing rights (SDR) per kilogramme of the damaged or lost property.

15.2. The contractor waives the right to object to the limitation of liability in sum total pursuant to section 15.1 for damages to goods up to the amount of € 500,000.00 and for other pecuniary damages up to the amount of € 125,000.00, each per damage occurrence. 16. If the customer requires a higher amount than that specified in section 15.2, this must be explicitly so agreed before the order is placed and the contractor is entitled to charge the customer for the costs of insuring a correspondingly higher liability.

17.1. The contractor is only obligated to insure the goods insofar as an explicit written order has been submitted for this stating the insurable value and the risks to be covered; merely stating the declared value does not constitute an order for insurance cover.

17.2. Acceptance of an insurance policy does not signify that the contractor assumes the obligations incumbent on the customer as policyholder; however, the contractor must take all usual measures in order to uphold the right to claim from the insurance.

17.3. In the absence of any deviating written agreement, the contractor insures to the insurance conditions usual at his registered business domicile.

## GENERAL TERMS AND CONDITIONS OF THE GERMAN FEDERAL WORKING GROUP 2 HEAVY HAULAGE AND CRANE WORK (AGB-BSK Crane and Haulage 2008)

### Obligations and liability of the customer

18. The customer must create all technical prerequisites necessary for proper and safe realisation of the order at his own account and risk and must maintain these during the assignment. The customer is especially obligated to maintain the goods to be handled in a condition ready and suitable for executing the order. The customer is moreover obligated to state correctly and in good time the dimensions, weights and special characteristics of the goods (e.g. centre of gravity, type of material, etc.), as well as the load fastening points in the case of crane work.

19. The customer must obtain the necessary permission for the use of third party properties, private roads and places and must indemnify the contractor against any third party claims that may arise from unauthorised use of a third party property.

20. Furthermore, the customer is responsible that the ground, place and other circumstances at the deployment site, as well as the access paths – except public roads, paths and places – allow an orderly and safe execution of the assignment. The customer is especially responsible that the ground structure at the place of loading and unloading or where the crane stands and access roads can support the ground pressure loads and other loads. Finally, it is the responsibility of the customer to state all positions of underground cable conduits, supply pipelines and other lines and cavities that could impair the load-bearing capacity of the ground at the deployment site or on the access roads. Without being specially requested to do so, the customer must indicate the positions and existence of exposed and overhead conducting lines, underground cables, shafts and other cavities or other unrecognisable impediments that could impair the standing and operating safety of vehicles at the deployment site, as well as other particular hazardous situations (e.g. hazardous substances, contamination damages, etc.) which could arise while carrying out crane work or transportation with regard to the transported goods and the surroundings. Statements and declarations by third parties employed by the customer to fulfil the obligations of the customer are deemed to be own statements of the customer.

21. After placing the order, the customer is not permitted to give instructions without the consent of the contractor to the personnel of the contractor that deviate in type and scope from the contractual agreements or that are in contradiction to the purpose of the contract.

22. If the customer culpably offends against the aforesaid obligations, especially his obligation regarding preparation, information and cooperation, then the customer is liable to the contractor for any damages arising as a result. This does not affect the regulations of § 414 paragraph 2 German Commercial Code. The customer must indemnify the contractor fully against third party damage compensation claims arising from a breach of the obligations of the customer. In the case of recourse to the contractor under the Environmental Damage Act (USchadG) or other comparable public, national or international law, the customer must indemnify the contractor in the internal relationship to the full, unless the contractor caused the damage wilfully or in gross negligence.

### III. CONCLUDING PROVISIONS

23. The performances of the contractor are preliminary performances and not eligible for discount deductions. After the assignment is fulfilled, the invoices of the contractor must be settled immediately following acceptance and invoice receipt, unless otherwise agreed after order placement. Netting or withholding is only permissible with counterclaims that are uncontested or established with lawful finality, unless the customer is a consumer. For all claims, whether due or not due, to which the contractor is entitled against the customer from the activities stated in sections 2 to 4, the contractor has a right of lien and a withholding right to the moveable items or other assets in his possession. However, the right of lien and withholding does not go beyond the statutory right of lien of a freight carrier or lessor and the general withholding right. The contractor may also only exercise a right of lien or withholding right due to claims from other contracts concluded with the customer if these claims are uncontested or established with lawful finality or if the debtor's assets situation puts the claim of the contractor at risk. The due period of one month stipulated in § 1234 German Civil Code for threatening to sell pledged items is replaced in all cases by a due period of two weeks. If the customer is in default, then after sale is threatened the contractor can freely sell that quantity of the goods and values in his possession which he deems at his own dutiful discretion to be sufficient to obtain satisfaction. In all cases the contractor can charge a locally usual sales commission from the net proceeds of the sale of pledged items or self-help sale.

24. Place of jurisdiction, also for cheque and bill of exchange protests between merchants, is exclusively the court of law with jurisdiction at the registered place of business of the contractor. All contracts concluded by the contractor are subject to German law. This also applies for non-German customers.

25. The personnel of the contractor can also invoke the liability exemptions and limitations of these terms and conditions. The same applies for actions and omissions of other persons deployed by the contractor in the execution of the order. The liability exemptions and limitations also apply for non-contractual claims.

26. Where statements are required in writing, electronic data transmission and any other readable form is considered as equivalent provided that it clearly identifies the originator.

27. Should parts of these general terms and conditions be invalid or impracticable for any contractual or legal reasons, this shall not affect the remaining provisions: in this respect § 139 German Civil Code is regarded as null and void.

Revised: August 2008