

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 CONTAINER HIRE 2015

141570200

We herewith order / We order on behalf and by order of the aforementioned exhibitor – and at the same time accept the \_\_\_\_\_  
(ADSp), the \_\_\_\_\_  
(AGB-BSK Crane and Haulage 2008) as well as the \_\_\_\_\_ (LMS) – as follows:

Item no.	Quantity	Code	Description	Unit prices EUR
14-001	pc.	01	<b>Storage container, 20' ISO standard</b> Interior dimensions 6.00 x 2.10 x 2.20 m Charge for duration of trade fair incl. delivery and collection and positioning	per pc. 910.00
14-002	pc.	02	<b>Cooling container, 7 m, BDF system</b> Interior dimensions 7.00 x 2.42 x 2.20 m Charge for duration of trade fair incl. delivery and collection and positioning	per pc. 1,340.00
14-003	pc.	03	<b>Office container, 20' ISO norm</b> Interior dimensions 6.00 x 2.10 x 2.20 m Charge for duration of trade fair incl. delivery and collection and positioning not including costs for furniture/equipment	per pc. 1,340.00

### Important information:

- Container hire does not include the location. This can only be hired from and allocated by the trade fair project management.
- Electrical connection must be ordered separately, please see order form 2.0 "Electrical installations".



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.

\_\_\_\_\_. 20\_\_\_\_\_  
Date

\_\_\_\_\_  
Place

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



**For questions please contact:**  
SCHENKER Deutschland AG  
Messegebiete:  
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 waves 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

# General Terms and Conditions

## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.  
Other conditions may be agreed.

### DTV Cargo Insurance Conditions 2000/2008

#### (DTV Cargo 2000/2008)

### All Risks

Sample terms and conditions of the GDV

#### Table of contents

<b>1</b>	<b>Interest / subject matter of the insurance</b>	<b>14</b>	<b>Sale of the insured property</b>
<b>2</b>	<b>Scope of cover</b>	<b>15</b>	<b>Provisions for the loss event</b>
<b>3</b>	<b>Faults of the Insured</b>	<b>16</b>	<b>Lodgement of claims; forfeiture of right to compensation</b>
<b>4</b>	<b>Insured's duty of disclosure before inception</b>	<b>17</b>	<b>Indemnification</b>
<b>5</b>	<b>Alteration of risk</b>	<b>18</b>	<b>Subrogation</b>
<b>6</b>	<b>Alteration or abandonment of conveyance</b>	<b>19</b>	<b>Abandonment by the Insurer</b>
<b>7</b>	<b>Obligations prior to occurrence of loss</b>	<b>20</b>	<b>Experts' procedure</b>
<b>8</b>	<b>Policy duration</b>	<b>21</b>	<b>Limits of liability</b>
<b>9</b>	<b>Storage</b>	<b>22</b>	<b>Due date/payment of indemnity</b>
<b>10</b>	<b>Sum insured; insured value</b>	<b>23</b>	<b>Transfer of claims for loss/damages</b>
<b>11</b>	<b>Policy</b>	<b>24</b>	<b>Limitation period</b>
<b>12</b>	<b>Premium</b>	<b>25</b>	<b>Co-insurance</b>
<b>13</b>	<b>Insurance for account of another (to whom it may concern)</b>	<b>26</b>	<b>Final clause (applicable law)</b>

<b>1</b>	<b>Interest / subject matter of the insurance</b>		the damage occurred during the insured transport.
1.1	Insurable interest	2.2.2	Damaged goods
1.1.1	The subject matter of the cargo insurance can be any monetary interest a person has in seeing that the goods survive the perils of transport and associated storage.		If the goods are already damaged at the inception of the policy, the Insurer makes good the loss or damage only if the existing damage did not have any influence on the damage that occurred during the insured period.
1.1.2	Covered are the goods specified in the insurance policy and/or other expenses and costs.	2.3	Insured expenses and costs
1.1.3	Besides the goods, other insurable interests can also include <ul style="list-style-type: none"><li>- anticipated profit,</li><li>- increased value,</li><li>- duty,</li><li>- freight,</li><li>- taxes and charges</li><li>- other costs.</li></ul>	2.3.1	The Insurer also indemnifies:
1.1.4	The Insured can insure his own interest (insurance for own account) or that of another (insurance for third-party account). See No. 13 for further details.	2.3.1.1	General Average contributions (G.A.) based on an adjustment drawn up in accordance with the law, the York-Antwerp Rules, the Rhine Rules (IVR), or any other internationally recognised G.A. rules, provided that the measure was intended to avert an insured loss/damage. If the contributory value exceeds the insured value and the latter equals the sum insured, the Insurer indemnifies to the limit of the sum insured. Provisions relating to under insurance as well as the conditions under No. 2.3.3 are unaffected by the above.
<b>2</b>	<b>Scope of cover</b>		Within the scope of these provisions, the Insurer undertakes to reject claims made against the Insured for compensation and expenses arising from the Both to Blame Collision Clause;
2.1	Perils and losses/damages	2.3.1.2	expenses for averting, minimising and ascertaining the scale or extent of damage, such as
	The Insurer covers all risks to which the goods are subject for the duration of the insurance.	2.3.1.2.1	expenses reasonably incurred in averting or minimising an insured loss when that loss/damage has occurred (loss event) or is directly threatening;
	Irrespective of percentage, the Insurer makes good loss of or damage to the insured goods arising from an insured peril.	2.3.1.2.2	expenses incurred by the Insured on the instruction of the Insurer when an insured loss/damage has occurred;
2.2	Special cases		
2.2.1	Pre-carriage goods or returned goods		
	Pre-carriage goods or returned goods are covered under the same conditions as other goods. This does not affect the Insured's obligation to prove that		



## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

- 2.3.1.2.3 costs properly and reasonably incurred in assessing or determining the insured loss/damage, as well as costs incurred by a third party appointed to perform this task on instruction of the Insurer;
- 2.3.1.3 costs properly and reasonably incurred in transhipping, temporarily storing and forwarding the goods after an insured event or an insured accident involving the means of transport has occurred, insofar as they were incurred on instruction of the Insurer and are not already covered under No. 2.3.1.2.
- 2.3.2 The Insurer bears the expenses and costs as per Nos. 2.3.1.2.1 and 2.3.1.2.2 even if the measures undertaken were unsuccessful.
- 2.3.3 Expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 are reimbursed even if, together with other payments, they exceed the sum insured.
- 2.3.4 The Insured may request the Insurer to assume contributions to general average via guarantee, advance him such contributions, as well as advance the amount required to avert, minimise or ascertain the size of a loss.
- 2.4 Perils not covered
- 2.4.1 Cover is not provided for the following perils:
- 2.4.1.1 war, civil war or similar hostilities as well as perils which - whether war be declared or not - arise out of the hostile use of weapons of war and from the existence of derelict weapons of war as a result of one of these perils;
- 2.4.1.2 strikes, lock-outs, industrial unrest, acts of violence by terrorist or political groups - regardless of the number of people involved - riots and other civil commotions;
- 2.4.1.3 confiscation, deprivation of possession or other acts of authorities;
- 2.4.1.4 the use of chemical, biological, biochemical substances or electromagnetic waves as weapons which constitute a public danger, irrespective of other contributory causes;
- 2.4.1.5 nuclear energy or other ionising radiation;
- 2.4.1.6 insolvency or financial default of the shipowner, charterer or operator, or in respect of any other financial dispute involving the above parties, unless:
- the Insured can prove that he exercised the diligence of a prudent businessman in choosing the above parties or the responsible forwarding agent;
  - the Insured or Assured is the buyer and, under the terms of the sales contract, had no control over the choice of persons involved in the transport of the goods.
- 2.4.2 The risks covered under Nos. 2.4.1.1 - 2.4.1.3 and 2.4.1.5 can be insured additionally within the scope of the respective DTV clauses.
- 2.5 Exclusions
- 2.5.1 The Insurer is not liable for losses/damages arising from
- 2.5.1.1 a delay in the transport;
- 2.5.1.2 inherent vice or the nature of the goods;
- 2.5.1.3 customary differences or losses in number, weight or measure of the goods. If a deductible has been agreed, however, such differences or losses are regarded as covered;
- 2.5.1.4 ordinary humidity or fluctuations in temperature;
- 2.5.1.5 inappropriate and inadequate packaging or incorrect stowage insofar as the Insured acted wilfully or with gross negligence.
- 2.5.2 The Insurer is not liable for indirect loss/damage in whatever form.
- 2.6 Causation
- In the event of a loss/damage which, under the circumstances, could also have been caused by a non-insured risk (see Nos. 2.4.1.1 - 2.4.1.3, and No. 2.4.1.6) or peril (see Nos. 2.5.1.1 - 2.5.1.5), the Insurer is obliged to indemnify if the loss or damage was, in all probability, caused by an insured peril.
- 3 Faults of the Insured**
- The Insurer is not obliged to indemnify if the insured event is caused by a wilful or grossly negligent act of the Insured.
- 4 Insured's duty of disclosure before inception**
- 4.1 Before inception of the policy, the Insured is obliged to disclose all material facts and circumstances, and to answer completely and truthfully all questions posed by the Insurer. A material fact is a circumstance that would influence the Insurer in accepting, declining or rating the insurance. In case of doubt, a material fact is understood as one that the Insurer has queried expressly or in writing.
- If a representative appointed by the Insured concludes the policy and the former is aware of a material fact, the Insured shall be deemed to have been aware of said material fact himself.
- 4.2 The Insurer is not obliged to indemnify if incomplete or inaccurate information is disclosed.
- This also applies if information was not disclosed on account of the Insured's ignorance of the fact and this was due to gross negligence on his part.
- If the loss event has already occurred, the Insurer may not refuse cover if the Insured can prove that the incomplete or inaccurate information disclosed influenced neither the loss event occurring nor the size or scale of the payment obligation.
- If the Insurer refuses to indemnify the Insured, the latter may cancel the policy. This right to cancel the policy lapses if the Insured fails to exercise it within one month of receiving notification of the Insurer's decision to refuse indemnification.
- 4.3 The Insurer shall be obliged to indemnify if he was aware of the material facts or that such facts had been inaccurately disclosed.
- The same applies if the Insured can prove that neither he nor his representative was responsible for the incomplete or inaccurate disclosure of the information.
- If the Insurer requested the Insured to disclose material facts in writing, and the latter failed to disclose a circumstance that was not queried expressly by the Insurer, the latter is exempt from liability only if it can be proved that the Insured, or his representative, concealed the information with intent to deceive.
- 4.4 If the Insurer is obliged to indemnify in the absence of fault on the part of the Insured or his representative, the Insurer is due an additional premium to be agreed on commensurate with the aggravated risk. The same applies if neither contracting party was aware of a material fact prior to conclusion of the policy.
- 4.5 The right of the Insurer to avoid the contract for fraudulent misrepresentation of material facts re-

## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

mains unaffected.

### 5 Alteration of risk

5.1 The Insured may change the risk, in particular aggravate it, as well as allow change by a third party.

5.2 If the Insured alters the risk or becomes aware of a change of risk, he shall inform the Insurer without delay.

5.3 A change of risk is said to exist in particular when

- the commencement or end of the insured transport is subject to considerable delay;
- there is a major deviation from the specified or customary transport route;
- the destination port or airport is changed;
- the goods are stowed on deck.

5.4 The Insurer is not obliged to indemnify if the Insured fails to disclose an aggravation of risk, provided that the failure to disclose was neither a wilful nor grossly negligent act and influenced neither occurrence of the loss event nor the amount payable by the Insurer.

5.5 The Insurer is due an additional premium commensurate with the aggravated risk, unless the aggravation was in the Insurer's own interest or on humanitarian grounds, or was caused by an insured event that posed a threat to the goods.

5.6 The Insurer is not entitled to cancel the policy on the grounds of a change of risk.

### 6 Alteration or abandonment of conveyance

6.1 The Insurer is not obliged to indemnify if the goods are shipped via a means of transport other than the one named in the policy, or are discharged despite direct transport having been stipulated. The same applies if a specific means of transport or specific route were named in the policy.

6.2 The Insurer's obligation to indemnify remains unaffected if, after inception of the policy, the transport is altered or abandoned as a consequence of an insured event or without the consent of the Insured. The provisions governing alteration of risk apply correspondingly.

### 7 Obligations prior to occurrence of loss

#### 7.1 Means of transport

If a specific means of transport with which to convey the goods was not agreed, the Insured shall - insofar as he is able to exercise any influence on the choice of such means - employ means of transport which are suitable for stowing and transporting the goods.

Furthermore, ocean-going vessels are considered suitable only if they meet the conditions of the DTV's Classification and Age Clause and, where required, are certified according to the International Safety Management Code (ISM Code), or if the shipowner is in possession of a valid Document of Compliance (DoC), as required by the 1974 SOLAS Convention and supplements.

#### 7.2 Legal consequences of a breach of obligations

If the Insured breaches this or any other contractually agreed obligation by way of a deliberate or grossly negligent act, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification.

If unsuitable means of transport are employed, the goods will still be covered if the Insured was unable to exercise any influence on the choice of such

means, or he exercised the diligence of a prudent businessman when choosing the carrier or forwarding agent. Should the Insured become aware of the unsuitability of a means of transport, he shall notify the Insurer immediately and pay a reasonable additional premium to be agreed with the Insurer.

### 8 Policy duration

The policy provides cover from warehouse to warehouse, and

8.1 commences the moment the goods are removed - for immediate transport - from the place of storage.

8.2 Depending on which occurs first, the cover terminates

8.2.1 the moment the goods arrive at the place of final delivery stipulated by the consignee;

8.2.2 the moment the goods are forwarded after discharge at the port or airport of destination to a place of delivery not named in the policy if this change aggravates the risk;

8.2.3 on expiry of ..... days after the goods have been discharged from the ocean-going vessel or aeroplane at the port or airport of destination. Provided the Insured's own interest is involved, the policy will not terminate at the end of the period agreed - following discharge of the goods from the ocean-going vessel or aeroplane at the port or airport of destination - an insured peril delayed the insured voyage and the Insured reported the delay immediately. The Insurer is due a reasonable additional premium that is to be agreed;

8.2.4 if the goods are transported as per Incoterms FOB or CFR when stowed on board an ocean-going vessel;

8.2.5 if the goods are sold when an insured peril has occurred and when risk is passed;

8.2.6 upon expiry of the period agreed in No. 9.1 when goods are temporarily stored by order of the Insured.

### 9 Storage

9.1 If the goods need to be stored during the duration of the policy, cover is limited to ..... days per storage period.

9.2 For storage in the ordinary course of transit not by order of the Insured, cover extends beyond the period agreed in No. 9.1 above only if the Insured can prove that he had no knowledge of the storage period being exceeded or could not, according to sound commercial principles, influence the duration of storage.

The Insured shall notify the Insurer immediately upon becoming aware of the storage period having been exceeded. The Insurer is due a reasonable additional premium to be agreed.

If the goods are transported by sea or air, No. 8.2.3 applies on a supplementary basis.

9.3 The periods of storage stated in Nos. 9.1 - 9.2 include the day of arrival and the day of departure.

### 10 Sum insured; insured value

10.1 The sum insured should correspond to the insured value of the goods.

10.2 The insured value is the fair market value of the goods or, failing that, their market value at the place of departure at commencement of cover plus the cost of insurance, the costs incurred until the goods are delivered to the carrier, and the freight ultimately

## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

- paid.
- 10.3 Interests as per No. 1.1.3 are covered by special arrangement only, and only if they are part of the sum insured or correspond to the insured value of the goods. They include anticipated profit for the buyer of 10 % of the insured value.
- 10.4 The provisions contained in No. 10.1 can be applied correspondingly to the separate insurance of other interests. No. 10.2 applies, in particular, to the insurance of increased value.
- 10.5 If the insured value has been fixed at an agreed value, the latter determines the insured value. The Insurer is, however, entitled to demand that the agreed value be lowered if it exceeds the real insured value by a substantial amount. If the sum insured is less than the agreed value, the Insurer shall indemnify - even when the agreed value has been lowered - only in the proportion the sum insured bears to the agreed value.
- This provision applies accordingly to the insurance of other insurable interests.
- 11 Policy**
- 11.1 At the Insured's request, the Insurer is obliged to issue a signed certificate documenting the insurance contract (policy).
- 11.2 If a policy has been issued, the Insurer is not obliged to indemnify until presented with this policy. The payment to the holder of the policy discharges the Insurer from further liability.
- 11.3 If the policy is lost or destroyed, the Insurer is obliged to indemnify once the policy has been declared invalid, or security has been given; security by way of a guarantee is excluded. The same applies to the Insurer's obligation to issue a replacement policy, the cost of which is borne by the Insured.
- 11.4 The contents of the policy are regarded as approved by the Insured - without the legal consequences needing to be advised - if they are not contested immediately upon issue. The right of the Insured to contest such approval on account of an error remains unaffected.
- 12 Premium**
- 12.1 The premium plus additional costs and insurance tax are due immediately upon conclusion of the insurance contract.
- 12.2 Payment is considered made in good time if it is effected immediately upon receipt of the insurance policy and/or the invoice.
- 12.3 If the Insured is responsible for not making the payment in good time, he will be regarded as having defaulted the moment he receives a written reminder. The Insurer makes a written request for the payment and sets a deadline for payment of at least two weeks.
- 12.4 If the Insured is still in default after the two weeks have passed, the Insurer is released of his obligation to indemnify any insured event which occurs before the payment is made.
- The Insurer may cancel the insurance contract without notice if the Insured is still in default after a further two weeks. The Insurer is nevertheless entitled to payment of the agreed premium.
- The Insurer is not entitled to invoke the legal provisions contained in this section of the conditions until he has notified the Insured in writing.
- 13 Insurance for account of another (to whom it may concern)**
- 13.1 The Insured may conclude the insurance policy in his own name on behalf of another with or without having to name the Assured in person (insurance for account of another).
- If insurance is taken out for account of another and the latter is named in person, it is assumed that the contracting party is acting not as a representative, but in his own name for account of another.
- In the case of an insurance contract concluded "to whom it may concern" or if the contract leaves open the account for which the insurance cover is to apply, the provisions for insurance for account of another apply if it emerges that the interest of another is being insured.
- 13.2 The Assured is entitled to exercise his rights under the contract. However, only the Insured is entitled to request that the policy be handed over.
- Without the Insured consent, the Assured is not entitled to exercise his rights under the contract and to enforce these rights in a court of law unless he is in possession of the policy.
- 13.3 The Insured is entitled to exercise in his own name the contractual rights due to the Assured.
- If a policy has been issued, the Insured is not entitled to accept a payment and transfer the rights of the Assured unless he is in possession of the policy.
- The Insurer is not obliged to indemnify the Insured unless the latter can prove that the Assured has given his approval to the insurance.
- 13.4 The Insured is not obliged to surrender the policy to the Assured or - in the case of insolvency of the latter - to the receiver before he has been satisfied for claims he has on the Assured in respect of the subject matter insured. He is entitled to satisfy himself for such claims out of the insurance claim against the Insurer or out of the collected indemnity.
- 13.5 The Insurer may set off any claim he has on the Insured who effected the insurance against an insurance claim in so far as the Insurer's claim results from the insurance taken out by the Insured for the Assured.
- 13.6 The knowledge and conduct of the Assured is considered to be equivalent to the knowledge and conduct of the Insured.
- 13.6.1 Where the insurance was concluded without the knowledge of the Assured, it is of no avail whether or not he knew or ought to have known of the occurrence. The same applies if timely notification of the Insured was either not possible or not feasible under the circumstances.
- 13.6.2 If the Insured concluded the contract without the Assured's consent and failed to notify the Insurer thereof, the Insurer is not obliged to accept a plea of ignorance in a claim against him.
- 13.7 The insurance may not be concluded for the benefit of ocean carriers, carriers, warehouse keepers and forwarding agents.
- 14 Sale of the insured property**
- 14.1 If the Insured sells the insured good, the purchaser shall take the place of the Insured in the rights and duties arising out of the insurance contract for the duration of his ownership.
- The vendor and the purchaser shall be jointly and severally liable for the premium for the insurance

## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

- period in force at the time the transfer took place.
- The Insurer shall be required to bear the consequences of the transfer only as of such time as he becomes aware of it.
- 14.2 If a policy has been issued, joint liability of the buyer for the payment of premiums and ancillary costs no longer apply. Once the policy has been issued, the Insurer cannot claim exemption from obligation to indemnify as per No. 12.4 on account of non-payment of premium unless the buyer knew or ought to have known the reason for this exemption.
- 14.3 If the compensation claim is assigned by way of a pledge, the provision contained in No. 14.2 Para. 2 applies in favour of the pledgee.
- 14.4 The Insurer is not entitled to cancel the policy on the grounds of the sale of the insured goods.
- 14.5 The Insured is not obliged to report the sale of the goods to the Insurer.
- 14.6 The purchaser is entitled to cancel the policy with immediate effect. This right to cancel the policy lapses if the purchaser fails to exercise it within one month of acquiring the goods or, if he was unaware of the existence of the policy, within one month of becoming aware of the policy.
- 14.7 If the policy is cancelled in accordance with No. 14.6 above, the vendor shall pay the premium, the purchaser bears no liability for the premium.
- 15 Provisions for the loss event**
- 15.1 Declaration of loss event
- The Insured shall notify the Insurer immediately of any loss/damage.
- 15.2 Averting or minimising the loss/damage
- In the event of a loss/damage, the Insured shall avert or minimise the damage as far as possible. He shall observe any instructions of the Insurer and shall request such instructions as far as circumstances allow.
- 15.3 Instructions of the Insurer or the surveyor
- 15.3.1 The Insured shall observe the instructions of the Insurer concerning the loss, consult immediately with the surveyor named in the policy or the insurance certificate in order to assess the damage, and submit the latter's survey report to the Insurer.
- 15.3.2 If there is good reason, the services of the nearest Lloyd's agent may be called upon in place of the surveyor named in the policy.
- 15.4 Disclosure of information
- The Insured shall provide the Insurer with all information required to assess the insured loss or the extent of the indemnification due. He is obliged to procure and safeguard all evidence that may be of relevance to the later clarification of events leading up to the loss, or which are necessary for the assertion of claims of recourse.
- 15.5 Legal consequences of a breach of obligations
- If the Insured fails, either wilfully or through gross negligence, to meet any of the obligations stated in Nos. 15.2 - 15.4 above, the Insurer is released from his obligation to indemnify without the need to separately explain the legal consequences of such a breach to the Insured. The Insurer shall remain to indemnify provided that the breach of obligation had no influence on the determination of the insured event or on the determination or the scale of the indemnity payable by the Insurer.
- 15.6 Right of subrogation
- In the event of a loss, the Insured shall safeguard the right of recourse against third parties who are or might be liable for the loss, as well as assist the Insurer in the recourse proceedings.
- If the insured breaches this duty either wilfully or through gross negligence, the Insurer is released from his obligation to indemnify if he is unable to claim compensation from the third party.
- 16 Lodgement of claims; forfeiture of right to compensation**
- 16.1 The Insured shall claim for an insured loss within fifteen months of termination of the covered risk and, if the means of transport has disappeared presumed lost, before expiry of the period of presumptive loss. The postmark shall evidence adherence to the time limit.
- 16.2 The Insured shall forfeit his right to compensation if the claim is not made in good time.
- 17 Indemnification**
- 17.1 Loss of goods
- If the goods are lost either totally or in part, if they are no longer available and there is no prospect of return, or if - in the opinion of an expert - the original state of the goods has been destroyed, the Insured is entitled to claim the share of the sum insured assigned to the goods minus the value of salvaged goods.
- 17.2 Disappearance
- If both the goods and the means of transport have disappeared, the Insurer indemnifies the Insured for total loss unless it can be assumed with all probability that the loss was caused by an uninsured risk. The means of transport are presumed lost 60 days after the expected date of arrival (30 days for journeys within Europe) and no news has been received by the time the claim is made. If communication links are interrupted owing to war, hostile events, civil war or civil commotion, the time period is extended in accordance with the circumstances up to a maximum of 6 months.
- 17.3 Damage to goods
- 17.3.1 If all or part of the goods are damaged, their fair market value or, failing that, the market value they would have had at the place of discharge had the loss not occurred (sound value) and their damaged value shall be determined. The indemnification due bears the same proportion to the sum insured as the gross damaged value bears to the gross sound value.
- 17.3.2 Immediately upon notification of the facts material to the extent of claim, the Insurer may request the damaged value to be determined by private sale or public auction. In this case, the gross proceeds from the sale take the place of the damaged value. If the conditions of sale require the seller to deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.
- 17.4 Repair/replacement
- 17.4.1 In the event of damage to or loss of part of the goods, the Insured may, in lieu of part of the insured value, claim compensation for the necessary costs incurred at the time of loss of repairing or replacing the damaged or lost goods.
- 17.4.2 In the event of damage to or loss of goods that form part of an insured entity, the Insurer indemnifies for



## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

- total loss if repair or replacement is either impossible or inexpedient. Any residual value is taken into account.
- 17.4.3 The Insurer reimburses without deductible "new for old" the necessary costs at the time the loss was noted of repairing or replacing used machines, devices, equipment, vehicles and their components. If the current value of the above equipment amounts to less than 40 % of its new value, the reimbursement payable shall not exceed the current value.
- 17.5 Underinsurance
- If the sum insured is less than the insured value, the Insurer is liable for the loss and expenses only in the proportion of the insured amount to the insured value.
- 17.6 Sale of goods before termination of the insured transport
- 17.6.1 After inception of the policy, if the transport is abandoned or is not completed for any reason and the Insurer is still obliged to indemnify, the latter is entitled to request the Insured to sell the goods with his assistance by private sale or public auction if the goods could not be forwarded at reasonable cost or within an agreed period of time. If the Insurer requests that the goods be sold, the sale shall take place immediately.
- 17.6.2 In the event of a sale, the Insured can demand reimbursement of the difference between the sum insured and the proceeds from the sale. The same applies if the goods in transit have to be sold as a result of a loss claimed against the Insurer.
- 17.6.3 If the conditions of sale require the seller to pay/deliver in advance, the Insurer guarantees the payment of the purchase price, provided he has agreed to the terms of sale.
- 17.7 Non-materialisation of interest; saved costs
- If an insured interest or anticipated profit, increased value, customs duty or freight or other costs do not materialise when the loss occurs, the corresponding part of the sum insured is ignored when determining the extent of the loss. The same applies to any costs saved on account of a loss event having occurred.
- 17.8 Other recoveries
- Any other recoveries received by the Insured in respect of a loss are set off by the Insurer against the indemnification payable.
- 18 Subrogation**
- 18.1 If the Insured requests payment of the sum insured, the Insurer may decide whether or not the rights to the goods or the title to the insured goods shall transfer to him upon payment of the sum. This right applies only if exercised immediately by the Insurer upon notification of the circumstances of the loss event.
- 18.2 If the Insurer elects subrogation, the Insured is obliged to minimise the loss if the Insurer himself is unable to do so. The Insured is obliged to disclose all information required to assert the rights, furnish or make available any probative documents, as well as assist the Insurer in recovering and evaluating the goods. The Insurer bears the relevant costs and advance these upon request. The Insured receives that part of the net proceeds from the sale that exceeds the sum insured.
- 18.3 If the Insurer does not choose subrogation, the Insured pays the Insurer either the fair market value
- of the recovered goods or the net proceeds from the sale.
- 18.4 Subrogation of claims against a third party and the Insurer's rights to abandonment remain unaffected.
- 19 Abandonment by the Insurer**
- 19.1 The Insurer is, in the event of an insured loss, entitled to discharge himself from all further liabilities by payment of the sum insured.
- 19.2 Notwithstanding any discharge of liability, the Insurer nonetheless remains obliged to indemnify the Insured for costs of averting or minimising the loss or in repairing or replacing the insured object, properly incurred before he was notified of the Insurer's intention to discharge himself from liability by payment of the sum insured. This also includes insured costs, which the Insured has undertaken to pay.
- 19.3 The Insurer's right to discharge himself from liability by payment of the sum insured ceases if the Insured fails to receive notification of this intent within one week of the Insurer becoming aware of the loss event and its direct consequences.
- 19.4 Payment of the sum insured does not earn the Insurer rights to the insured objects.
- 20 Experts' procedure**
- If the cause or extent of the loss is disputed, either party is entitled to request their ascertainment by an expert.
- 20.1 In this case, each party nominates an expert without delay. Upon naming an expert, each party is entitled to request the other in writing to do the same. If the second expert is not named within four weeks of receipt of the written request, the requesting party is entitled to have the expert named by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods are currently located.
- 20.2 Before the survey begins, the two experts appoint a third party as a representative. If the parties cannot agree on a choice of representative, either or both parties can request that the representative be appointed by the Chamber of Industry & Commerce (alternatively by the Consulate General of the Federal Republic of Germany) of the district in which the goods are currently located.
- 20.3 The reports produced by the experts contain all information which, depending on the task at hand, is required to determine the cause of the loss and to assess the extent of the indemnification due.
- 20.4 The experts present each party with their findings simultaneously. If the findings diverge, the Insurer forwards the reports to the representative without delay. The representative then settles the disputed issues within the bounds of the findings made by the experts and present both parties with his decision at the same time.
- 20.5 Each party assumes the costs of his own expert. Each party pays half the costs of the representative. This applies even if the two parties agree mutually on an experts procedure. If the Insurer requested the procedure, he bears the entire costs of the proceedings.
- 20.6 The findings of the experts or of the representative are binding unless it is obvious that they deviate substantially from the facts of the case.
- 20.7 If the experts or the representative are unable or unwilling to produce findings, or if they delay pro-



## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

- ceedings unduly, different experts shall be appointed.
- 21 Limits of liability**
- 21.1 The Insurer's liability for losses occurring during the duration of the insurance is limited to the sum insured.
- 21.2 No. 21.1 applies equally to any subsequent loss event. If payments have been made to cover repairs or replacement, or expenses and costs as per Nos. 2.3.1.1 and 2.3.1.2 have been incurred, or if the Insured has become obliged to pay expenses of this kind, the sum insured is not reduced by the amount of such payments and obligations.
- 21.3 This does not affect No. 2.3.3 above.
- 22 Due date/payment of indemnity**
- 22.1 The Insurer is obliged to indemnify within two weeks of the final assessment of the loss. If the size of the indemnity payment could not be finalised within a month of the loss being reported, the Insured is entitled to demand part payment of the minimum amount likely under the circumstances.
- 22.2 The date on which the right to part payment arises is deferred by the length of time by which ascertainment of the insured event and the extent of the Insurer's obligation were delayed, if this delay was the fault of the Insured.
- 22.3 Indemnification must be paid in the currency of the sum insured.
- 23 Transfer of claims for loss/damages**
- 23.1 If the Insured is entitled to claim against a third party, these rights transfer to the Insurer upon indemnification of the Insured. The transfer may not be to the detriment of the Insured. In this event, the Insured is obliged to provide the Insurer with the information required to assert these rights, to submit - provided they are in his possession - all certificates documenting the claim, and to submit all papers - certified by a notary public - documenting the transfer of rights. The Insurer shall bear these costs.
- Section 1 applies accordingly in case of general average. However, the Insured's claim to General Average allowance will pass to the Insurer the moment it arises if the latter is liable for sacrifices. If the compensation exceeds the damages and expenses paid by the Insurer, the excess is payable to the Insured.
- 23.2 The Insurer is discharged of his obligation to indemnify insofar as the Insured is unable to claim against a third party responsible for the transport because his legal liability is limited beyond the customary measure or excluded by contract. This does not apply if the limitation or exclusion was beyond the Insured's control.
- 23.3 Even after the right of recourse has transferred to the Insurer, the Insured is obliged to minimise the loss, if need be, by withholding payments such as freight. The Insured is obliged to assist the Insurer in asserting the claim and to forward immediately any material information, messages and documents. The Insurer shall bear the costs and make advance payments upon request.
- 24 Limitation period**
- 24.1 Claims arising from the policy are subject to a limitation period of three years. The limitation period commences at the end of the year in which payment can be requested. In case of general average, the period commences at the end of the year in which the Insured's contribution is asserted by way of a general average adjustment which meets the requirements laid down in No. 2.3.1.1.
- 24.2 If the Insured has reported a claim to the Insurer, the limitation period is suspended until the Insured has received a decision in writing from the Insurer.
- 25 Co-insurance**
- 25.1 If several Insurers underwrite a policy, the latter are obliged to indemnify for their respective shares only, i.e. not jointly. This applies even if the single policy or insurance certificate was underwritten by one Insurer on behalf of the others.
- 25.2 The terms and conditions concluded with the Insured by the leading underwriter are binding for the other Co-insurers. This weighs in favour of the Insured when claims are settled. Without the agreement of each individual Co-insurer, however, the leading underwriter is not authorised to do any of the following:
- increase the policy limit;
  - include the risks excluded under Nos. 2.4.1.1 - 2.4.1.3 (see No. 2.4.2);
  - change the policy currency;
  - change the terms of cancellation.
- In the absence of the consent of the Co-insurers, the leading Underwriter is also liable, by virtue of an unrestricted statement of declaration, for the shares of the Co-insurers.
- 25.3 The leading underwriter is empowered to litigate on behalf of the Co-insurers. This applies equally to cases brought before courts of law and to those before arbitration tribunals.
- However, a verdict against the leading underwriter for his part alone, or a settlement made after litigation or any arbitration award shall be recognised by the Co-insurers as binding for their quotas as well. If the leading Insurer's share falls short of the amount in dispute, the Insured is obliged - on the request of the leading Insurer or one of the participating Insurers - to extend the action to include the second and, where necessary, the third and other Insurers until the sum is reached. If the Insured does not meet this request, Sentence 1 is void.
- 25.4 The existing leading underwriter shall notify the Co-insurers immediately and in writing of a change in leadership. This disclosure may also be made by the Insured. In this case, each Co-insurer is entitled to cancel his participation in the policy with four weeks' notice. The right to give notice extinguishes if not exercised within one month of the written notification of a change in leadership.
- 25.5 Disclosures and statements received by the leading underwriter are regarded as having been received by the Co-insurers as well.
- 26 Final clause (applicable law)**
- This policy is subject to the laws of the Federal Republic of Germany. Unless otherwise agreed, the provisions set out in Articles 1 to 80 of the VVG (within the scope of Article 187 of said Act) apply on a supplementary basis.

## DTV Cargo Insurance Conditions 2000/2008 – Exhibition insurance

Non-binding Recommendations of the German Insurance Association (GDV) for Facultative Use.  
Other conditions may be agreed.

### DTV Cargo Insurance Conditions 2000/2008

#### (DTV Cargo 2000/2008)

#### Special Terms and Conditions for the Open Policy of Goods at Exhibitions and Trade Fairs

for insurances governed by the provisions of DTV Cargo 2000/2008

Sample terms and conditions of the GDV

#### Table of contents

<b>1</b>	<b>Basis of the insurance</b>	<b>4</b>	<b>Duration of insurance</b>
<b>2</b>	<b>Insured exhibition and trade fair goods</b>	<b>5</b>	<b>Obligations</b>
<b>3</b>	<b>Excluded perils and losses/damage</b>	<b>6</b>	<b>Indemnification</b>

#### **1 Basis of the insurance**

If goods at exhibitions are insured under DTV-Cargo All Risks/Open Policy 2000/2008, the following special terms and conditions apply.

#### **2 Insured exhibition and trade fair goods**

Exhibition and trade fair objects are deemed as goods and items displayed at exhibitions and trade fairs including the associated stand facilities and consumer goods.

#### **3 Excluded perils and losses/damage**

Excluded are:

3.1 loss of and/or damage to goods caused by the influence of the whether (e.g. wind, storm, rain, snow and hail) if said goods were being exhibited in tents or in the open air. The above does not apply to loss or damage caused by lightning.

3.2 disappearance of smaller valuables (e.g. items of jewellery, binoculars, cameras, art-objects). Cover does, however, extend to the loss of such valuables due to burglary and robbery. The above applies also to goods intended for sale or use at the exhibition (e.g. prospectus, catalogues, food and beverages);

3.3 loss and/or damage arising from theft, misappropriation or embezzlement by the staff of the Insured or Assured. Staff in the sense of this insurance are not, however, deemed to be persons employed casually for the duration of the exhibition or trade fair, provided said persons were selected with due diligence of a prudent businessman;

3.4 loss and/or damage caused by

3.4.1 cracking of polish, detaching of glued parts, rust or oxidation, breakage of valves or filaments, loss in weight or volume, odour as well as vermin, rats or mice;

3.4.2 processing, assembling, dismantling, use or the

presentation itself. The above also includes loss of and/or damage to the exhibition or fair good caused by a fire to which it is exposed in the course of its intended use.

#### **4 Duration of insurance**

Cover is provided for the transport to and from the place of exhibition or trade fair, for the installation and dismantling period as well as for the duration of the exhibition or trade fair within the storage period to be agreed in accordance with section 9.1 of the DTV Cargo 2000.

It is possible to extend this period. The Insurer is then due an additional premium to be agreed.

#### **5 Obligations**

5.1 Upon request, the Insured shall provide a list of the Insured goods and their values. Furthermore, he is obliged to observe all other obligations agreed.

5.2 If the Insured breaches this or any other contractually agreed obligation by way of a deliberate or grossly negligent act, the Insurer will not be obliged to indemnify unless the breach was not deemed to be the cause of the insured event or had no bearing on the scope of the indemnification..

#### **6 Indemnification**

6.1 The Insurer indemnifies

6.1.1 the Insured value of the lost exhibition or trade fair goods;

6.1.2 in the case of damage to the exhibition or trade fair goods, the repair costs at the time of an insured event. The amount payable shall not exceed the insured value. Any residual value counts towards the indemnification.

6.2 Claims for depreciation in value are recoverable only if the exhibition or trade fair goods can no longer be returned to their former state of use by replacement or repair.

# Conditions for the parking of vehicles

## for exhibitors in the parking facilities of APCOA Parking Deutschland GmbH

### I. Rental agreement – responsible data protection office

1. Upon acceptance of the car park ticket or upon entering the car park or parking spaces (parking facilities) a rental agreement between APCOA Autoparking GmbH (APCOA) and the driver (user), concerning a parking space, is effected under the following conditions, which are accepted by the user.
2. Guard, surveillance, custody and granting of insurance coverage are not subject-matter of the contract. Even if APCOA personnel is present at the parking facilities or these are guarded through optical-electronic installations (closed circuit television), no assumption of custody or liability is associated with this, especially not in case of theft or damage. In case of closed circuit television the responsible office in the meaning of BDSG (German Federal law on data protection) is APCOA Autoparking GmbH, PF 230463, 70624 Stuttgart, telephone +49 711 94791-0.

### II. Parking fees – time of usage – opening hours – parking ticket – contractual penalty

1. The rental tariff (parking fee) is determined by the length of stay of a vehicle between entering and leaving the parking facilities (time of usage), and by the price list being valid at the entrance time of the vehicle, which is exposed on-site.
2. The parking fee is to be paid at the automated pay stations or at the authorised cashier personnel namely before removal of the vehicle from the parking facilities at the latest. When making to the cashier personnel, the user has to claim a receipt, containing name of the cashier, amount of payment and date.
3. The vehicle may be collected only during opening hours, which are exposed on-site or announced otherwise, after payment of the parking fee.
4. The parking ticket or other proof of authority given to the user (e.g. exit coin or card) must be kept carefully by the user. For APCOA the current holder of the proof of authority is regarded as being entitled to use the respective vehicle. APCOA is entitled, but not obliged, to verify this authorisation.
5. In case of loss of the parking ticket or other proof of authority, the user has to pay APCOA a contractual penalty amounting to a daily parking fee, unless the user is not responsible for the loss; further claims for damages will remain unaffected by this. Regardless of a contractual penalty the user owes the parking fee for the time of usage and for the time after termination of the rental agreement he owes compensation for loss of use.

### III. Rules on use

1. The user is entitled to park motor cars without trailer (vehicles) in the parking facilities. Motorcycles may only be parked if that is explicitly permitted by a corresponding sign. Basis for the parking authorisation is always that the parked vehicle carries third party liability insurance, is provided with a license plate number (according to § 23 StVZO [=German Road Traffic Licensing Regulations]) and with valid official inspection plate (e.g. TÜV [German technical Inspection Agency]).
2. Vehicles must not be parked outside the marked parking spaces and not more than one vehicle may be parked on one parking space. Parking in reverse position is not permitted. Directions of staff present must be followed and the car park user must park on the parking space to which he is directed. If parking spaces are reserved for car park users with special rights (e.g. car park users with long-term passes, disabled persons, women), such car park users must produce proof of such rights upon request.
3. Within the parking facility vehicles may not be moved at more than pedestrian speed.
4. In the parking facility the following is prohibited:
  - storage of fuel, lubricants etc. and flammable items, as well empty containers for fuel, lubricants etc.,
  - unnecessary idling of engines/motors,
  - parking of vehicles with leaking tanks or engines or otherwise traffic-endangering condition,
  - staying in parking facility, unless directly connected with parking of vehicles, in particular any camping is not permitted,
  - repair or maintenance of vehicles,
  - soiling the parking facility, in particular by cleaning of vehicles, draining of cooling water, fuel, lubricants etc.
5. The car park user must also comply with the other Rules for Use according to letter B and instructions given by APCOA staff, as well as follows traffic and direction signs in the parking facility. The provisions of the Straßenverkehrsordnung (German rules on road traffic) apply mutatis mutandis.

### IV. Liability of APCOA – retention – preclusion periods

1. During the term of the rental agreement APCOA will be liable for all losses/damage evidently caused by negligence/failure to comply with obligations by APCOA, its staff or representatives. APCOA will therefore not be liable for losses/damage, which were exclusively caused by acts of god, other car park users or other third parties responsible, particularly not for theft or damage to vehicles.  
APCOA will be liable for negligence/failure to comply with obligations only if there is malicious intent or gross negligence, unless anything different is stipulated below. In the case of simple negligence APCOA will be liable

only, if there is damage to life, body or health (personal damage) or a violation of crucial contractual obligations, which are an indispensable prerequisite for the proper performance of the contract and on the compliance with which the car park user relies or may rely. If APCOA violates a crucial contractual obligation with simple negligence, the car park user will have to bear 25 % of the damage, but not more than an amount of 300.00 EUR (retention). With the exception of liability for personal damage compensation is furthermore limited to the amount of damage foreseeable at the time of contract conclusion. After contract termination APCOA will be liable for malicious intent only.

2. The car park user is obliged to notify APCOA-staff responsible for the parking facility – if necessary to be contacted by using the emergency facilities – of any apparent damage prior to leaving the parking facility and to provide to such staff an opportunity to inspect the vehicle. Should that in exceptional cases not be possible or unacceptable for the car park user, notification must be effected not later than 14 days after the damaging event in writing to APCOA at the address shown in No. I.2. In the case of hidden losses/damage notification must be effected not later than 14 days after the damaging event in writing (preclusion periods). Should a car park user fail to comply with his duty to notify in accordance with the above para. 1, all and any claims of the car park user for damages are excluded, unless the car park user is not responsible for the failure. Such exclusion of liability will not be effective if the car park user suffered personal damage or APCOA caused the loss/damage by gross negligence or with malicious intent.
3. The above Nos. 1 and 2 will apply, regardless of whether the liability of APCOA arises from the rental agreement or from other legal grounds.

### V. Liability of car park user

The car park user, his representatives, or persons accompanying him is liable for any damage culpably caused to APCOA or third parties. He is also liable for any culpably caused soiling of the parking facility.

### VI. Term of contract – termination – evacuation

1. The contract terminates upon exit of the vehicles from the parking facility, but not later than 6 weeks after beginning of the contract, unless the contract has been terminated without notice before that time or anything different was expressly agreed.
2. Each party is entitled to terminate the contract without notice for cause. Cause is present for APCOA in particular should the car park user in spite of a warning repeatedly or continuously violate the conditions of use pursuant to No. III, unless the car park user is not responsible for the violation.
3. The car park user undertakes to remove the parked vehicle after termination of the contract from the parking facility without delay and to pay any unpaid parking fees. Should the car park user not comply with his duty of removal, APCOA will – after prior written request and allowing a reasonable period as well as giving warning of removal – be entitled to remove the vehicle of the car park user from the parking facility. The car park user bears the cost of removal, storage, utilization and disposal, unless the car park user is not responsible for any failure to remove the vehicle.
4. In the case of any violation of the conditions of use pursuant to No. III or any other impairment of property APCOA is entitled to have the vehicle towed away at the expense of the car park user, provided that between parking of the vehicle and instructing the towage enterprise not more than eight hours have elapsed. APCOA is also entitled to remove the vehicle from the parking facility in a case of periculum in mori.

### VII. Place of venue

If the car park user is legally an established business enterprise the agreed place of venue for any legal disputes arising from whatever reason is the place of the registered office of APCOA, i.e. Stuttgart, unless a different place of venue is legally obligatory.

### VIII. Translations

The original of the present General Conditions - AEB – has been prepared in the German language. Any translations into other languages are intended to facilitate understanding by the car park user; exclusively legally binding, however, is the German version, particularly so also in the case of mistakes in translations or other deviations from the original contents.

### B. Other rules for use

To all users of the parking facility the conditions of use pursuant to Letter A, No. III., 3-5, apply. Furthermore the following is not permitted in the parking facility:

- walking on the drive ways including entries and exits, unless sidewalks or side-strips are lacking;
- smoking and use of fire;
- driving/going by bicycles, mopeds, inline skates, skateboards and other vehicles and equipment/contrivances as well as parking/depositing such items in the parking facility;
- the distribution of advertising material.

Revised: March 2007