



General Terms and Conditions for Customers of Paneuropa Transport GmbH

1. Scope of Application

- 1.1 The following general terms and conditions (hereinafter "Terms") shall apply to all orders placed with Paneuropa Transport GmbH, Harmer Straße 43, 49456 Bakum (hereinafter "Paneuropa") for national and international transport by road and multimodal transport, with the execution of which Paneuropa is commissioned by customers (hereinafter "Customers") (hereinafter "Transport Orders"), insofar as no mandatory law provides otherwise. In the case of cross-border traffic and international carriage, the applicable mandatory unified transport law shall apply, e.g. the Convention on the Contract for the International Carriage of Goods by Road (CMR).
- 1.2 In the event of a contradiction between these Terms and any special conditions agreed between the parties (particularly in the Transport Order), the special conditions shall prevail.
- 1.3 In addition to any special conditions in the Transport Order and these Terms, the German Freight Forwarders' Standard Terms and Conditions ("ADSp") in the 2017 version shall apply. We expressly draw attention to the liability provisions of the ADSp under Section 11.2 of these General Terms and Conditions, which deviate from the statutory regulations.
- 1.4 The Customer's general terms and conditions of business are expressly excluded and shall only apply if they have been expressly confirmed in writing by Paneuropa. Conditions contained in the Customer's order confirmation that supplement or deviate from Paneuropa's Terms shall not be binding on Paneuropa unless Paneuropa has expressly agreed to these conditions in writing.
- 1.5 These Terms shall apply as a framework agreement also for future Transport Orders with the Customer, even if they are not referred to again in individual cases.

2. Subject Matter of the Transport Order

- 2.1 Offers by Paneuropa are generally made subject to change and without obligation, unless they are expressly marked as binding.
- 2.2 Transport Orders are generally only concluded upon written confirmation by Paneuropa, but in any case upon commencement of execution of the Transport Order.
- 2.3 Paneuropa undertakes to transport the goods specified by the Customer, as specified in the respective Transport Order and the relevant transport documents (in particular loading note, consignment note), in accordance with these Terms, itself or to arrange for the dispatch of the goods and to deliver or have them delivered to the consignee specified in the Transport Order.
- 2.4 In addition, Paneuropa shall, where applicable, provide ancillary services as specified in the respective Transport Orders.
- 2.5 The carriage of dangerous goods (cf. Section 1.6 ADSp) or goods with other special characteristics is not owed; it shall only take place upon corresponding separate agreement with Paneuropa.
- 2.6 The Customer is obliged to pay the freight charge plus costs for ancillary services rendered. The Customer is responsible for declaring the goods in accordance with statutory provisions.

3. Execution of the Order

- 3.1 Unless the Customer communicates special requirements regarding the carriage to Paneuropa in writing in the Transport Order, Paneuropa shall have the free choice of the manner and method of carriage. In particular, Paneuropa may freely choose the transport means to be used and the transport route and is entitled to transport the goods as consolidated cargo and to reload them.
- 3.2 The road safety and completeness of the vehicle's equipment must be checked by Paneuropa before transport. The prescribed or agreed equipment in the Transport Order must be carried until the end of the carriage.
- 3.3 Unless otherwise agreed in writing between the parties, communicated delivery dates and/or times are for guidance only and do not constitute fixed delivery dates and/or times.
- 3.4 Paneuropa is entitled to use carriers and subcontractors without requiring the prior consent of the Customer and is free in their selection. Paneuropa is likewise entitled to select and organize the transport means used at its own discretion and in compliance with the applicable statutory provisions.
- 3.5 Paneuropa is only obliged to store the goods if this has been separately agreed in the Transport Order. If storage becomes necessary following the conclusion or during execution of the Transport Order, the Customer shall bear the costs arising therefrom and Paneuropa is entitled to charge these in addition to the agreed freight charge. Paneuropa may, at its own discretion, store the goods in its own warehouse or in a third party's warehouse. The storage period shall be a maximum of four weeks, unless the parties agree otherwise.

4. Subsequent Additional Services

- 4.1 The following services by Paneuropa are ancillary services to be separately remunerated, insofar as they are requested subsequently or become necessary for proper execution and have not already been agreed in the Transport Order:
 - Temperature control: Minimum flat rate of EUR 300.00 plus statutory VAT.
 - Express/fixed-date delivery: Only possible subsequently upon express agreement; additional costs depend on the actual additional expense.
 - Notification: The telephone or electronic advance notification of delivery to the consignee ("notification") is only owed if it has been expressly agreed in the Transport Order. Otherwise, a charge of EUR 15.00 plus statutory VAT per notification will be made.
 - Failed trip/empty run: If the goods are not ready for collection at the agreed collection time without this being attributable to the carrier, 80% of the agreed freight or EUR 0.70 per kilometer driven, whichever amount is higher, will be charged.
- 4.2 For other additional services commissioned subsequently or that have become necessary for the proper execution of the Transport Order, Paneuropa shall charge a reasonable fee, unless the parties agree otherwise.
- 4.3 Paneuropa is entitled to claim higher actual expenses instead of the flat rates specified in Section 4.1, provided it proves these. In this case, the proven additional expense will be charged instead of the flat rate.
- 4.4 The costs for pallet exchange are governed by Section 5.

5. Exchange Pallets

- 5.1 Unless the parties expressly agree on a pallet exchange in the Transport Order, Paneuropa is merely obliged to have the consignee acknowledge receipt of the corresponding number of Euro pallets handed over upon delivery of the goods.
- 5.2 If a pallet exchange is agreed in the Transport Order, the following shall apply:
 - (a) The Customer loads the goods itself or arranges for the consignor to load them on Euro pallets, which Paneuropa then exchanges at the consignee's premises for empty Euro pallets of the same type and quality and returns to the consignor on the next transport. For this purpose, the Customer must oblige the consignee to return the same number of exchangeable pallets of the same type and quality upon delivery of palletized goods. Paneuropa is entitled to return pallets collectively and not on a one-for-one basis. A direct one-for-one exchange therefore cannot be guaranteed in every case, unless this has been expressly agreed. If there is no one-for-one exchange, a pallet account will be maintained for the recorded loading equipment, in which pallet debts are offset against pallet credits. The account balance is determined at the end of each calendar month according to the incoming and outgoing entries noted on the consignment notes, delivery notes and pallet notes and the balance is communicated, which must be reconciled and confirmed in writing by the 15th of the following month. In the event of an objection by the Customer, this must be made in writing and will only be taken into account by Paneuropa upon submission of receipts, pallet notes or other suitable evidence. If no written objections are raised within 14 days of receipt of the balance notification, this balance notification shall be deemed accepted.
 - (b) Calculation or charging for a non-executed exchange is excluded; corresponding invoices shall be deemed void. Paneuropa shall only be liable for pallet stocks and differences if there is a pallet account maintained and reconciled by both parties. Without such an account, any liability for losses of loading equipment is excluded.
 - (c) When taking over the goods and upon delivery to the consignee, Paneuropa ensures that the exchange of Euro pallets and/or other loading equipment or, if applicable, a failed exchange is documented and acknowledged (particularly in the consignment note).
- 5.3 The remuneration for any exchange of Euro pallets and other loading equipment according to 5.2, provided an exchange is agreed in the Transport Order at all, is only included in the freight charge (Section 11) if the parties have expressly agreed on this in the Transport Order.
- 5.4 If the exchange of pallets or other loading equipment becomes necessary subsequently or the fee for this has not been expressly agreed in the Transport Order, Paneuropa charges the loading equipment (Euro pallets) at EUR 20.00 per pallet plus VAT and, if applicable, plus the charge for kilometers if such were necessary for procuring pallets or other loading equipment. In addition, Paneuropa is entitled to charge a processing fee of EUR 35.00 net. Paneuropa reserves the right to prove any higher damage, if such arises for Paneuropa in connection with a subsequently necessary pallet exchange.

- 5.5 If intermediate storage or inward and outward storage of pallets becomes necessary in connection with the execution of the transport, which have not been agreed differently in the Transport Order,
- the costs of storage per pallet shall be at least EUR 1.50 per day plus VAT. Depending on the storage location, deviations are possible;
 - a reasonable fee shall be charged for handling (inward and outward storage), but at least EUR 5.00 plus VAT per pallet.
- 6. Instructions; Exchange of Information**
- 6.1 Paneuropa shall inform the Customer about all circumstances essential for the fulfillment of the Transport Order, in particular about any obstacles to carriage and delivery as well as transport obstacles, breakdowns or accidents or other delays on the transport route, and shall, where possible, obtain the Customer's instructions.
- 6.2 The Customer is obliged to give Paneuropa instructions without delay and to reimburse Paneuropa for all costs arising from the execution of the instructions.
- 7. Carriage and Accompanying Documents**
- 7.1 The Customer must ensure that it or the consignor provides Paneuropa with all necessary documents (e.g. dangerous goods data sheets, import or export permits) required for the carriage of the goods according to the content of the respective Transport Order.
- 7.2 Paneuropa provides the Customer with all transport and billing documents (e.g. consignment notes, delivery receipts, delivery notes, invoices) as standard in electronic form, in particular by email.
- 7.3 If the Customer expressly requests that original documents be sent in paper form by post, the carrier shall charge a flat-rate expense of EUR 50.00 plus VAT per consignment.
- 7.4 If the Customer wishes documents to be uploaded additionally or exclusively by Paneuropa to a customer portal designated by the Customer, a flat-rate expense of EUR 20.00 plus VAT per upload process shall be charged.
- 8. Freight Charge; Invoicing and Due Date**
- 8.1 The freight charge is freely agreed between the parties for each specific Transport Order. The respective freight charge shall be increased by the applicable statutory VAT.
- 8.2 Costs incurred by Paneuropa through obtaining and executing instructions from Paneuropa shall be reimbursed to Paneuropa.
- 8.3 After execution of the contract, Paneuropa shall issue an invoice to the Customer for the agreed freight charge plus VAT and any additional services rendered (e.g. according to Section 4 or Section 5 in connection with the carriage). Invoicing for additional services rendered may also be done separately.
- 8.4 The invoice amount is payable and due within 14 days of receipt of the invoice.
- 8.5 The statutory default and late payment interest rates shall apply.
- 9. Demurrage**
- 9.1 Paneuropa shall receive reasonable demurrage.
- 9.2 Unless expressly agreed otherwise between the parties, the following shall apply: For full truck loads (FTL), two hours and for less than truck loads (LTL), one hour of loading and unloading time are free of demurrage. For each additional hour commenced thereafter, a demurrage charge of EUR 80.00 plus VAT will be charged, but no more than EUR 640 plus VAT per day. Paneuropa documents waiting times in writing (in particular location, date, time, driver's name, driver's signature, signature of person responsible for loading/unloading point). The aforementioned documentation may be replaced by a printout from the tachograph plus a statement signed by the driver.
- 9.3 Paneuropa will invoice any demurrage separately or together with the agreed freight charge.
- 10. Liability of Paneuropa**
- 10.1 The liability provisions of Sections 22ff of the ADSp and Section 14 of the Logistics General Terms and Conditions shall apply as a priority.
- 10.2 Note: The ADSp 2017 deviate in Section 23 with regard to the maximum liability amount for damage to goods (§ 431 HGB) from the law by limiting liability for multimodal transports including sea carriage and for unknown place of damage to 2 SDR/kg and otherwise the standard liability of 8.33 SDR/kg additionally to 1.25 million euros per damage event and 2.5 million euros per damage occurrence, but at least 2 SDR/kg.
- 10.3 Insofar as no deviating liability of Paneuropa is applicable in the ADSp or the Logistics General Terms and Conditions, Sections 10.3 - 10.5 shall apply: Paneuropa shall be liable for damages, except in the case of breach of essential contractual obligations (cardinal obligations), only if intent or gross negligence can be attributed to Paneuropa, its legal representatives or vicarious agents.
- 10.4 Otherwise, Paneuropa's liability for negligence is limited to the damage typically foreseeable at the time of conclusion of the contract.
- 10.5 The aforementioned limitations of liability also apply to claims in tort, but not to claims for damages arising from injury to life, body or health, as well as in the case of mandatory liability under the Product Liability Act, the mandatory provisions of the CMR and the HGB or in the case of assumption of a guarantee by Paneuropa.
- 11. Insurance**
- Insurance of the goods, in particular against the risks of transport, is the responsibility of the Customer. Arranging insurance shall only take place on the basis of a separate agreement to this effect in the Transport Order.
- 12. Confidentiality**
- The parties are obliged to treat all non-publicly accessible information that becomes known to them during the execution of the Transport Order as confidential. The information may only be used for the purpose of providing services. The parties must impose this confidentiality obligation on third parties whom they use in fulfilling their contractual obligations.
- 13. Final Provisions**
- 13.1 The law of the Federal Republic of Germany shall apply.
- 13.2 The place of jurisdiction for all disputes arising from or in connection with the Transport Order underlying these Terms is Vechta, Germany. Article 31 CMR remains unaffected.
- 13.3 In the event of disputes arising from or in connection with a Transport Order subject to these Terms, both parties shall endeavor to find an amicable solution. The parties may first conduct mediation proceedings before a neutral mediation body with expertise in logistics and transport law. If no agreement is reached on the selection of the mediation body, either party may request the Chamber of Industry and Commerce at Paneuropa's registered office to designate a suitable mediation body.
- 13.4 Should any provision in these Terms be or become invalid, this shall not affect the validity of the remainder. The parties undertake to replace the invalid provision with a valid provision that comes as close as possible to what was economically intended.