I. General

1. These General Terms and Conditions of Loading and Transportation by Lorry ("GT&CsLT") shall, with the exception of the transportation of log wood, apply to all transportation and forwarding orders placed by HASSLACHER GROUP ("HNT"). Therefore, they shall also apply to drop-shipping accordingly. These GT&CsLT shall also apply to companies that collect goods themselves (self-collectors), or have goods collected, from a HNT plant as well as to HNT customers that deliver goods to a HNT plant themselves or have goods delivered to a HNT plant. Therefore, these GT&CsLT shall apply to all companies that deliver goods to, or collect goods from, the HNT plants. These companies are hereinafter referred to as “Service Providers” and the personnel deployed by them are referred to as “Drivers”.

2. General Terms and Conditions of Business of third parties (e.g. Service Providers) that conflict with these GT&CsLT shall, even if not expressly objected to by HNT, not become part of the contract.

II. The Service Provider’s Duties

1. Subject to agreed advance notice of normally one business day, the Service Provider shall, at HNT’s request, be responsible for providing sufficient and suitable vehicle loading space and ensuring that carriage and delivery are carried out properly and professionally. The order for a lorry shall be placed in writing and, unless the Service Provider promptly responds as set out in subsection III. 1, be binding even without the Service Provider’s confirmation. In the case of a normal delivery, the transportation order shall (unless otherwise agreed upon) be carried out by the next business day.

2. The Service Provider shall meet the legal, technical and personnel requirements that need to be fulfilled for the execution of the order.

3. The lorries, work tools and equipment used by the Service Provider shall meet the requirements of the relevant laws and ordinance and the applicable standards and other sets of rules. Along the transport route, the Service Provider shall, in particular, most strictly comply with the traffic law provisions, vehicle-related regulations, provisions of the law on driving licences, transport law provisions, labour law provisions, provisions concerning health and safety at work and trade law provisions. Furthermore, the Service Provider shall apply for, and keep in effect, the licences necessary for carrying out the order.

4. Additionally, the Service Provider shall, in the case of special transportations, take on sole responsibility for applying for the corresponding route licences and keeping these in effect, for fulfilling the conditions imposed therein and for carrying out transportations only in strictest conformity with the route licence concerned as regards height, width, length and weight.

5. The Service Provider shall ensure that the drivers deployed are familiar with handling the facilities at HNT’s respective loading site and comply with the safety regulations applicable there as well as the loading personnel’s directives concerning the securing of loads.

6. The Service Provider shall ensure that the drivers deployed, as well as any sub-forwarders and their drivers are familiar with the content of the accident procedures sheets as well as other accompanying documents and carry these in the vehicle in the places stipulated, and that they adhere to the driving and rest times.

7. The Service Provider shall be entitled to carry out reloading and additional loading only if HNT has given its express prior consent thereto. In the case of reloading, the Service Provider shall reload and secure the load, or have the load reloaded and secured, with the care of a conscientious loader. The Service Provider shall be liable for damage incurred as a result of any reloading or additional loading carried out without such care.

III. Set Dates for Unloading and Loading

1. In the absence of an immediate response within one hour of notification of the delivery period, the loading date or unloading date and the freight, the transaction concerned shall be deemed to be a bindingly agreed transaction where time is of the essence. No verbal collateral agreements shall be binding upon HNT.

2. If the Service Provider is already aware in advance that set dates for loading or unloading cannot be met, it shall promptly inform HNT.

3. If costs are incurred as a result of the Service Provider having culpably failed to adhere to the pre-set dates, HNT shall be entitled to pass on these costs to the Service Provider. In particular, this shall apply to extra costs in connection with a substitute forwarder or in connection with contractual penalties owing to late delivery of the goods.

4. Postponements attributable to HNT shall be promptly made known to the Service Provider. No claims shall be assertable against HNT in the event of postponements or loading-related or unloading-related waiting periods of up to three hours that are attributable to HNT of the customer. From the fourth hour onwards, HNT shall accept 50 € per hour, but no more than 250 € per day, for down-time in the production plants. Unless otherwise agreed upon for down-times at the unloading point, 50 € per hour, but no more than 250 € per day, shall be accepted for down-time per unloading point from the fourth hour onwards. In the case of combined loads involving multiple unloading points, one hour for the unloading activity shall be deemed agreed upon. This shall be conditional upon a corresponding note having been made on the CMR consignment note. Periods for fastening the straps in order to secure the load are not included therein. If scheduled loading is cancelled by the Service Provider, costs incurred upon HNT shall be charged to the Service Provider.

5. If the agreed date for collection is not met by the Service Provider, the Service Provider shall not be entitled to claim from HNT costs in connection with longer loading periods.

6. Late deliveries at building sites: From the second hour onwards, the costs incurred (crane, building site personnel ... shall be borne by the Service Provider and be passed on to the Service Provider.

7. Any loading time-frames pre-specified by the client shall be adhered to.

IV. Requirements Concerning the Driver

1. The Service Provider shall supply a technically faultless lorry that has a cleaned loading space and is suitable for carrying out the transportation order without endangering the safety of third parties.

2. Unless otherwise agreed upon, complete loading shall be deemed agreed upon, and an articulated tarptaulin-covered lorry with a loading length of 13.6 m and a minimum loading weight of 2.4 t shall be provided. The articulated tarptaulin-covered lorry must be able to be opened on both sides (sliding tarpaulin) and on the roof (sliding roof) along the whole length without a standing frame and must have a minimum loading height of 2.60 m and a minimum loading width of 2.45 m. The provision of tarptaulin-covered rigid trucks with a trailer shall be subject to prior approval of the shipping department. In the case of open transportations, the goods shall be protected against the effects of the weather/be covered. If these prerequisites are not met, HNT shall have the right to cancel the loading order or reduce the freight rate accordingly.

3. A sufficient number of tested, technically faultless load-securing devices shall be carried in the lorry. In particular, anti-slip mats in sufficient number, 6 units of underlay wood (min. 80mm x 100mm), at least 15 units of lashing straps as per EN 12295 (STF 500 daN) and 30 units of plastic edge protectors shall be carried in the lorry.

4. If there are insufficient load-securing devices in the lorry, such devices shall be purchased on site, and HNT shall set off the cost against the freight charge. If there are insufficient load-securing devices, HNT shall refuse to allow loading, and any costs, including storage costs, incurred upon HNT as a result thereof shall be chargeable to the Service Provider.

5. In the case of special transportations, vehicles of suitable length/width/height/weight shall be made available by the Service Provider.

VI. Liability

1. From the time when the loaded goods are placed onto the loading space of the lorry, the Service Provider shall be liable for all damage or loss incurred as a result of circumstances arising thereafter. Unless defects in the goods are specified on the consignment note, it shall be refutably presumed that the loaded goods, along with any packaging, were in proper, i.e. undamaged, condition when the Service Provider took possession of them.

2. Damage occurring or discovered during transportation or unloading shall be noted in detail by the Service Provider on the carriage documentation (consignment note, delivery note). Likewise, any hindrance to the execution of the freight transportation shall be specified in

– version of [15/09/2017]
detail on this carriage documentation. The Service Provider shall be accountable in all cases of failure to provide specific details.

3. The Service Provider shall be liable in accordance with the CMR [Convention on Contracts for the International Carriage of Goods by Road]. The limitations of liability therein shall not apply in cases of wrongful intent or gross negligence on the part of the Service Provider or on the part of the driver working for it or on the part of the sub-forwarder or its driver.

4. If the goods are damaged during unloading, the Service Provider shall note this on the CMR consignment note, have this signed by the unloading personnel and produce corresponding photographic documentation.

5. The Service Provider shall ensure that goods are unloaded at the correct customer.

VII. Transportation Insurance
1. Unless expressly agreed, the Service Provider shall not be required to effect transportation insurance.

VIII. Freight Documents and Freight Rate
1. A CMR consignment note shall be issued in triplicate in the case of all transportations for HNT (including purely national transportations). The first copy shall be handed to HNT, the second shall accompany the goods, and the third shall be retained by the carrier. The load number shall be stated on the CMR consignment note. The CMR consignment note shall be returned in the original or in copy form, bearing the consignee’s company stamp and signature. The billing of the transportation service shall be conditional upon this.

2. The freight rates shall apply as quoted in the offer, including all incidental and extra expenses.

3. Freight invoices, including the loading number and with the CMR consignment note stamped and signed by the customer enclosed, shall be issued to the HNT company that placed the transportation order. If invoices are not properly issued, payments may be suspended until a proper invoice is received. Likewise, payments may be suspended, if, in the event of damage to the goods in transit or during unloading, this damage is not noted on the consignment note, and photographic documentation of the damage is not promptly passed on to HNT.

VIII. CMR / ADSp / ADSp 2017
1. Each order shall be additionally governed by the CMR and, in the case of an order placed by an Austrian HNT company, by the Allgemeine Österreichische Spediteurbedingungen (AÖSp) [Austrian Freight Forwarders’ General Terms and Conditions] or, in the case of an order placed by a German HNT company, by the Allgemeine Deutsche Spediteurbedingungen (ADSp 2017) [German Freight Forwarders’ General Terms and Conditions].

IX. Applicable Law and Place of Jurisdiction
1. All contractual relations between HNT and the Service Provider shall be governed exclusively by Austrian law in the case of an order placed by an Austrian HNT company or exclusively by German law in the case of an order placed by a German HNT company, with exclusion of the conflict of laws standards of international private law. The United Nations Convention on Contracts for the International Sale of Goods (UN Sales Law) shall not be applicable. The registered office of the respective HNT company that placed the order shall be the place of performance.

2. It is hereby agreed that the court having substantive jurisdiction at the registered office of the HNT company that placed the order shall have jurisdiction over all disputes ensuing from present or future transportation orders entered into between the Parties. HNT shall, if applicable, also be entitled to take, at its own option, legal action at the Service Provider’s court that has local and substantive jurisdiction.

X. Final Provisions
1. The Service Provider shall give HNT prompt written notification of any change of its address. Written declarations sent to the address last given by the Service Provider shall be deemed effectively sent.

2. Amendments and supplements to these GT&CsLT shall only be legally effective in writing. This shall also apply to any departure from this written form requirement.

3. Within the meaning of this contract, the term “in writing” is also understood to include telefax, email or any other electronic form in addition to a postal letter. Any express or tacit declaration of consent or waiver on the part of HNT in connection with a breach of contract by the Service Provider shall not be deemed to be a declaration of consent or waiver in respect of other or future breaches of contract, and the customer shall not plead that HNT has made a tacit declaration of consent or waiver.

4. If these GT&CsLT are also sent in a foreign language as a translation, only the German version shall be used in the event of issues regarding interpretation.

5. The scope of application of these GT&CsLT shall include the following HNT Group companies. Therefore, it is hereby agreed and confirmed that these GT&CsLT shall exclusively apply in the Service Provider’s relationship with the following companies:
   – HASSLACHER DRALLAND Holzindustrie GmbH, Commercial Register no. 115808g, A-9751 Sachsenburg
   – NORICA TIMBER Vertrieb GmbH, Commercial Register no. 183354g, Feistritz, A-9751 Sachsenburg
   – NORTEC Holzindustrie GmbH, Commercial Register no. 211966g, Feistritz, A-9751 Sachsenburg
   – HASSLACHER PREDING Holzindustrie GmbH, Commercial Register no. 331793g, Preding, A-8504 Preding
   – HASSLACHER Holzbau Systeme GmbH, Commercial Register no. 365470g, Feistritz, A-9751 Sachsenburg
   – NORDLAM GmbH, Commercial Register B no. 112001, Gasereistraße 1, D-39126 Magdeburg
   – Abzweigzentrum NORDLAM GmbH, Commercial Register B no. 7588, Gasereistraße 1, D-39126 Magdeburg

6. If HNT is extended to include further companies beyond the aforementioned companies, HNT shall give the Service Provider the names of these companies in writing. The GT&CsLT shall then also be deemed confirmed and agreed upon for future transactions in the relationship between these companies and the Service Provider.