

**GENERAL TERMS AND CONDITIONS (AGB) FOR
FORWARDING PARTNERS (CONTRACTOR)**

By accepting the transport order you agree with our General Terms and Conditions (GTC) stated below and you undertake to ensure that they are complied with.

Our GTC shall apply exclusively. We do not recognize any conditions that are contrary to or deviating from our GTC unless we explicitly agree to their validity in writing. Our GTC shall also apply if we, with knowledge of the contractor's conditions that are contrary to or deviating from our GTC, accept the service by the contractor without reservation. Our GTC shall also apply to all future business with the contractor.

1) Customer protection / confidentiality / data protection

- a) Customer protection is part of all transport orders! From our co-operation in the forwarding and transport sector, we derive customer protection under the following conditions:
We also respect your business relationships with other business partners (customers), insofar as these business relationships already existed prior to the signing of this letter. However, we also claim the same right for ourselves. Should you approach our customers directly in order to carry out transport and forwarding services for yourself or other third parties, we reserve the right to terminate the business relationship without notice and to assert claims for damages.
- b) You undertake to treat the data and information provided confidentially and to use it exclusively for the execution of the transport. The only exception to this is data/information that is publicly accessible.
- c) Furthermore, you undertake to keep the data provided under lock and key, not to make it accessible to third parties and to adequately protect electronic data from unauthorised access, even after the end of the collaboration.

2) Use of subcontractors

The transport order must be carried out by the customer. If a transfer of the transport order is planned, this must be agreed in advance with our scheduling department. If consent is granted, this is subject to the proviso that you ensure that all legal requirements (e.g. § 7c GüKG, MiLoG) are observed and that contractual agreements are complied with when carrying out the transport.

3) Compliance with legal requirements / Compliance

- a) The contractor must be registered in accordance with local law. By accepting the order, you undertake to comply with all applicable national and international statutory provisions such as StVO, StVZO, GüKG (GüKGrKabotageV), HGB, CMR, GGVSEB, ADR, Working Hours Act, Regulation (EC) No. 561/2006, Regulation (EC) 1072/2009, BKrFQG/BKrFQV, etc.
- b) You guarantee that you comply with the legal provisions regarding the possession and use of the required transport authorisation (**permit, authorisation or licence**) and the deployment of drivers in Germany (Section 7b GüKG - **Illegal employment of drivers and contractors in road freight transport**). This also includes, for example, compliance with the cabotage requirements (Art. 8 of Regulation (EC) 1072/2009 or, if a CEMT authorisation is used, the requirements of Section 7a GüKGrKabotageV. You also undertake to carry the required documents with you on every journey and to hand them over to authorised persons on request.
- c) You ensure that you comply with applicable laws/regulations on working hours, wage/salary payments and other employer obligations (e.g. Section 7c GüKG, Regulation (EC) No. 561/2006) and that you will pay the statutory minimum wage; see the section entitled Declaration of Exemption from the Minimum Wage Act (MiLoG).
- d) By accepting the transport, you confirm that you have appointed a transport manager in accordance with Regulation (EC) 1071/2009 (EU Regulation on access to the profession).
- e) The applicable statutory provisions (Working Hours Act, Regulation (EC) No. 561/2006, FpersV, AETR, etc.) on working, driving and rest times must be observed when carrying out the transport.
- f) If required by law, you undertake to equip the vehicles with environmental badges and to instruct the drivers to only drive in environmental zones with the corresponding authorised environmental badge.
- g) They confirm compliance with the provisions of the BKrFQG/BKrFQV (Professional Driver Qualification Act and the corresponding implementing ordinance). The sole possession of a driving licence without further

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qualification is no longer sufficient for employment as a professional driver, with the exception of drivers from third countries, provided they do not drive a vehicle registered in an EEA state.

- h) You undertake not to accept or provide any illegal services and to instruct your employees accordingly. Likewise, you will not participate in illegal price fixing among competitors.
- i) When executing all transport orders, you will ensure that human rights are respected at all times and that any form of discrimination is avoided.
- j) You instruct your drivers to check the vehicle regularly for smuggling of people or goods and to report any irregularities immediately.
- k) The consumption of alcohol and drugs is strictly prohibited for all drivers/passengers.

4) Declaration of exemption from the Minimum Wage Act (MiLoG)

For transports within Germany (including cabotage transports) or for transports to/from Germany, you will comply with the statutory provisions of the **MiLoG** and hereby assure us that you will comply with the provisions of the MiLoG on your own responsibility and indemnify the client against all claims for compensation in the event of violations of this law. This means in detail:

- a) Even if the order is passed on, this is done with the proviso that compliance with the Minimum Wage Act is ensured.
- b) The Contractor shall indemnify the Client against all third-party claims in connection with the provisions of the German Act on the Regulation of the General Minimum Wage (Minimum Wage Act).
- c) If the Client is sentenced to a fine or a penalty in accordance with the provisions of the Minimum Wage Act and/or the provisions of Regulation (EC) No. 561/2006 and the Driving Personnel Regulation in connection with the execution of orders of the Client by the Contractor due to a violation of regulations, the Contractor shall reimburse the Client, or the person charged in each case, the fine to be paid or a fine to be paid, or an amount imposed or ordered to be forfeited. In addition, the Contractor shall reimburse the Client or the person charged for the costs actually incurred for legal prosecution/defence in connection with misdemeanour and/or criminal proceedings.

5) Supply Chain Due Diligence Act (LkSG)

- a) The law strengthens human rights and environmental protection in global supply chains. It obliges companies in Germany to respect human rights by implementing defined due diligence obligations. These obligations apply to their own business operations, to the actions of a contractual partner and to the actions of other (indirect) suppliers. This means that a company's responsibility no longer ends at its own business sector, but extends along the entire supply chain.
- b) Firstly, companies must identify, assess and prioritise the risks in their supply chains. Based on the results, a policy statement is published and measures are taken to prevent or minimise violations of human rights and damage to the environment. The law sets out which preventive and remedial measures are necessary. Other obligations include the establishment of complaints channels for people in the supply chain and regular reporting on supply chain management.
- c) This benefits people in the supply chains, companies and also consumers. This is because the law provides them with legal certainty and a reliable basis for sustainable supply chain management with resilient procurement channels. The Supply Chain Act gives consumers the certainty that large companies in Germany in particular will now place an even stronger focus on fair production.
- d) The law strengthens human rights and environmental protection. These include, among others:
 - protection from child labour, forced labour and discrimination,
 - protection against land grabbing,
 - occupational health and safety,
 - the right to fair wages,
 - the right to form trade unions,
 - protection against violations of environmental law.
- e) The law will also apply to companies with at least 1,000 employees in Germany from 2024.

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6) Loading and transport

- a) A time appropriate to the respective process (loading time) is available for loading. For complete loads (excluding bulk goods) of a customer with vehicles/vehicle units with a gross vehicle weight of 40 tonnes, the loading time per loading point is a maximum of 3 hours, subject to other contractual agreements - see transport order. The loading time is reduced for vehicles/vehicle units with a lower total weight. No special remuneration can be demanded for these loading times.
- b) When executing the transport order, the instructions according to the transport order and the instructions in the consignment note must be observed. If anything is unclear, instructions must be obtained.
- c) Interface check: The driver must check the external integrity of the load. Furthermore, the acceptance of the consignment in terms of quantity is deemed to have been agreed.
- d) The acceptance of the consignment must be documented by a consignment note and acknowledged by the sender and driver. Special requirements and components of the consignment note must be checked and observed by the driver.
- e) They must ensure that the goods entrusted to us by the customer are handled with care and undertake to perform the service in compliance with quality requirements, safety aspects and environmental protection and to observe customer-specific requirements.
- f) If not already available, you will create the prerequisites for determining data on greenhouse gas emissions (GHG).
- g) The instructions of the sender on the sender's premises must be strictly observed. Customer instructions that deviate from LOXX's own transport instructions must be clarified with LOXX immediately.
- h) Irrespective of the instructions of the loading point, the driver is responsible for the proper securing of the load and compliance with the legally permissible total weight/axle load, taking into account the total distance. This includes re-securing in the event of partial unloading and traffic and weather-related checks on load securing during transport and, if necessary, re-securing the load.
- i) In the case of complete consignments, a ban on reloading and loading is deemed to have been agreed, and in the case of partial consignments, a ban on reloading, unless expressly authorised by us.
- j) After taking over the goods, stops (breaks, refuelling, etc.) must be planned in such a way that a locked/guarded car park is used if possible and all anti-theft devices of the vehicle are always switched on when leaving the vehicle.
- k) If instructions on the routing and use of car parks have been agreed, these must be observed and any deviations must be reported as early as possible.
- l) Unless otherwise agreed, it is assumed that the transport will be carried out within the usual transit time. If it is not possible to meet the specified deadlines (loading and delivery times), we must be notified immediately.
- m) Exchange of packaging materials for transport within Germany, as well as to and from Belgium, Luxembourg, the Netherlands, Austria, Switzerland or in accordance with our transport order:
Upon acceptance of the transport order, the exchange of Euro exchangeable packaging is deemed to have been agreed.
 - I. The exchange of euro exchangeable packaging should take place according to the conditions of the "**Kölner Palettentausches**", i.e. the euro exchangeable packaging is already exchanged at the loading point.
 - II. If Euro exchangeable packaging has not been exchanged at the loading point, the conditions of the "**Bonn Palettentausches**" shall be deemed to have been agreed.
 - III. The freight price also includes the costs for the exchange of the Euro exchangeable packaging or the carriage paid return of the Euro exchangeable packaging. For the purposes of this agreement, you are responsible for the clear documentation of the movement of the loading equipment at the loading point and unloading point. If there is no train-to-train exchange (Kölner Palettentausch) at the loading point, the loading equipment must be returned to the sender within **2 weeks**. Otherwise, you must reimburse us for the costs of replacement procurement, which we charge at **25.00 euros** per Euro pallet and **150.00 euros** per mesh box pallet, unless you can prove that we have incurred less damage in the specific case.
 - IV. If the recipient was unable to return the same number of loading aids, this must be reported within **1 week** and proof must be provided. Other loading aids that are not subject to this agreement are not to be taken back at the respective unloading points without a special, separate transport order.

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7) Transport disruptions / Obstacle to transport

- a) A regulated flow of information in the event of irregularities is essential. We must be notified immediately of any disruptions to the transport process (obstacles to transport) or delays, e.g. accidents, workshop visits, damage/loss of the freight.
- b) Instructions from LOXX must be followed at all times.
- c) We must be informed immediately in writing of any delays in loading or unloading and our instructions must then be followed, otherwise recourse claims cannot be recognised.
- d) In the event of delays, LOXX's instructions must be followed.
- e) If you are temporarily or permanently unable to fulfil an obligation arising from the transport order, you shall notify us in writing as soon as you become aware of this - at the latest upon receipt/implementation of a new transport.

8) Discharge

- a) A time appropriate to the respective process (unloading time) is available for unloading. For complete loads (excluding bulk goods) of a customer with vehicles/vehicle units with a gross vehicle weight of 40 tonnes, the unloading time per unloading point is a maximum of 3 hours, subject to other contractual agreements - see transport order. The unloading time is reduced for vehicles/vehicle units with a lower total weight. No special remuneration can be demanded for these unloading times.
- b) The instructions of the recipient must be observed.
- c) All documents handed over, with the exception of delivery receipts, must be handed over to the next authorised partner in the service chain. It should be noted that accompanying transport documents may only be handed over to authorised persons.
- d) It must be ensured that the required transport documents (consignment notes, customs documents, etc.) are returned to us immediately. Irrespective of this, document the unloading online without delay at www.loxx.de/status

9) Insurance cover

- a) By accepting the transport order, you confirm to us for domestic German transports that your liability is **deemed to be agreed at 40 SDR per kilogramme in deviation from § 431 HGB** and that you have taken out valid goods damage liability insurance (§ 7a GüKG).
- b) For international transport, you guarantee that the vehicles/means of transport you use are adequately insured. We expect:
 - I. Public liability insurance for personal injury and property damage
 - II. Motor vehicle liability insurance with unlimited cover
 - III. Transport liability insurance in accordance with HGB/CMR

Transport liability insurance in accordance with HGB/CMR

In the case of international road freight transport, insurance cover must at least be in place in accordance with the maximum liability amounts under the **CMR provisions (8.33 SDR per kilogramme, but at least € 250,000)**. You will provide us with proof of insurance cover on request. If there is insufficient insurance cover for the vehicle/means of transport used, you will notify us of this in writing in good time before the start of transport.

If **other laws** are applicable, please inform us of this when submitting your freight offer. The application of other laws shall only be bindingly agreed with our written confirmation. You will provide us with proof of appropriate insurance cover.

10) Customs documents /customs seals

- a) Customs documents must be submitted in full to the responsible customs office.
- b) If you use the Carnet TIR procedure, you will send us proof of completion immediately upon request.
- c) Existing customs seals must be checked and must be intact. These may only be removed by authorised customs officials.

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11) Personnel requirements

They ensure that qualified personnel are deployed for the transport services carried out on our behalf. This includes

- a valid driving licence from the respective country
- a valid identity document
- Sufficient driving experience and good instruction
- regular training (dangerous goods/load securing/accident prevention)
- impeccable behaviour with customers and loading/unloading points
- Sufficient language skills and a well-groomed appearance

12) Documents, means of transport and equipment

- a) The vehicle used must be in a safe operating condition and comply with the StVZO. The minimum maintenance periods and the manufacturer's recommended inspections must be observed. The condition of the vehicle must be checked daily and should be documented using a checklist; any necessary repairs must be carried out professionally.
- b) The vehicle used must be visually in perfect condition (cleaned and washed). The walls, floor, roof, doors, door seals and weather protection must also be in perfect condition. If food is to be transported, the HACCP guidelines must be observed.
- c) Covered vehicles and curtainsiders must have complete and undamaged plug-in boards.
- d) Tractors and trailers may only be used if the loading area is swept clean, dry, free of nails and accessible to forklift trucks.
- e) Isothermal lorries must be equipped with a functioning temperature recording device and a current calibration certificate must be available. Temperature control must be ensured at all times for temperature-controlled goods.
- f) A vehicle from a non-EU member state that was registered after 2015 is equipped with an emergency brake assistance system (AEBS) and this must not be deactivated by the driver while driving.
- g) If a special permit is required for the proper execution of the transport (e.g. transport of hazardous goods, heavy goods, oversized goods, etc.), this must be submitted in good time without being requested, at the latest on the day before the planned loading.
- h) The vehicles must have suitable, sufficient and possibly legally prescribed load securing equipment (e.g. tensioning and insertion boards, movable partition walls, lashing equipment such as belts, chains, ropes, nets or loading timbers and anti-slip mats as well as retractable holding points on the loading area) and comply with the vehicle construction standards DIN EN 12640-12642.
- i) **When using containers:** Only proper containers may be used, which are clean, odourless and weatherproof and allow proper load securing. Containers must be provided with a valid prefix, a container number (6 digits) with check number, a valid CSC sticker and a customs plate and must be fully operational for CIS rail transport. Any repairs must have been carried out professionally so that the containers meet the required quality standards.

13) Securing the transported goods

- a) The risk of transport should be kept as low as possible. You are therefore required to provide the appropriate equipment and training programmes (see BBS) for those involved in order to minimise risk.
- b) The goods must be protected against theft, manipulation or damage. To this end, you will take suitable security precautions and only use reliable personnel.
- c) You ensure that you comply with your insurer's safety regulations and, in particular, that your vehicle is only left unattended as rarely and for as short a time as possible and is not left unattended overnight or on public holidays/weekends.
- d) Even in the case of shorter interruptions to the journey (e.g. refuelling), all anti-theft devices must always be switched on when leaving the vehicle. Any longer-term unscheduled stops (workshop, accident, etc.) must be reported to us immediately.
- e) When transporting food/feedstuffs, it must be ensured that your staff are aware of the hygiene regulations and comply with them. We must always be informed in writing of any changes to the goods.

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- f) They ensure that no persons/organisations suspected of terrorism are involved in the execution of the transport orders. Consolidated lists of Regulations (EC) No 881/2002 and (EC) No 2580/2001 and their amending regulations can also be found at [Legal acts - EUR-Lex \(europa.eu\)](https://eur-lex.europa.eu/).

14) BBS (Behaviour Based Safety)

- a) BBS is a programme that aims to improve safety during road transport by positively influencing driver behaviour through monitoring, supervision and communication.
- b) BBS is a holistic approach that does not just focus on economical driving, as is the case in classic ECO training programmes. The driver is accompanied on his tour by a driving instructor with the aim of increasing safety in road transport - through observation, training and communication. BBS is a practical driver training programme and relies on interaction between the coach and driver. The coach should have a positive influence on the driver's behaviour and provides suggestions for the optimum use of the available technology. The driver's behaviour is observed. Ultimately, the aim is not only to improve safety, the training also has a positive effect on fuel consumption, maintenance costs and wear and tear repairs. At the end, the driver receives a final assessment that highlights the potential for improvement and the positive aspects. Ideally, the driver is trained at regular intervals - this allows the driver's development to be assessed.
- c) The BBS programme aims to increase the safety of the driver, other road users and the load in road transport by positively influencing driver behaviour through observation, training and communication.
- d) The BBS programme is aimed at all European transport companies. It is mainly used for the transport of chemicals. However, there is also increasing demand for many other types of transport.
- e) The BBS programme is a continuous process in every (SQAS) certified transport company.
- f) The BBS programme should not only increase safety, but also have a positive impact on efficient driving, lower insurance premiums and the right approach to customers.

15) Dangerous goods and chemicals/plastic granulate

- a) When accepting dangerous goods, you confirm to us that you **have appointed a dangerous goods officer**, if required by law, **and that you comply with the legal obligations during transport**.
- b) When accepting goods with a high risk potential (ADR, section **1.10.3**), you have drawn up the mandatory safety plan and take further suitable safety measures to reduce the risks.
- c) The driving personnel employed must carry a valid dangerous goods driving licence and the required written instructions, which the driving personnel must be able to read, understand and implement. These documents must be presented on request.
- d) Complete ADR equipment must be available for each crew member.
- e) The driver must accept a transport document in accordance with ADR/GGVSEB, in which the dangerous goods class, substance name, UN number and classification code/packaging group are entered.
- f) Vehicles that take on hazardous goods must comply with the GGVSEB/ADR regulations and carry the statutory hazardous goods equipment and the equipment prescribed by the shipper.
- g) The driver must observe the route regulations when applying § 35 GGVSEB.
- h) If applicable, you are responsible for registering the dangerous goods with the sea carrier.
- i) At the loading point, the vehicle, the equipment and the qualifications of the drivers are checked. The vehicle will be rejected in the event of defects, food advertising, meat hooks and persons (including animals) not belonging to the driving personnel.
- j) If necessary, use the emergency numbers provided.
- k) Incidents such as accidents (including near misses) must be reported to us in writing and, in the event of an incident involving hazardous goods, an accident report must be drawn up if necessary.
- l) Environmental protection is important to LOXX and we ask every company to sign up to the Operation Clean Sweep programme (OCS programme). **OCS is a worldwide initiative of the plastics industry to prevent the release of plastic particles**. This programme ensures that plastics are handled responsibly. It is intended to help ensure that all companies in which plastic granulate is used, stored or transported apply good cleaning and monitoring practices and thus ensure that no products are released into the environment.

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16) Invoicing

- a) Please quote our tour number/order number in all correspondence.
- b) The agreed freight price includes all toll costs. You or your employees are responsible for the correct toll booking.
- c) The term of payment is 30 calendar days.
- d) In accordance with BGB § 399, a prohibition of assignment of claims is agreed.
- e) Freight payment shall only be made on presentation of the original consignment note acknowledged by the consignee (stamp and signature). If part of the transport order, receipted delivery notes, pallet notes, proof of completion of customs documents, etc. must also be enclosed with the invoice.
- f) Demurrage claims will only be accepted on presentation of the receipted confirmation of stay and only from the time of written notification to us, taking into account the demurrage-free period.
- g) Your transport invoice must comply with the legal requirements and contain the following details, among others:
Full address of the contractor and the invoice recipient; invoice number, your and our VAT ID number, date of acceptance, our reference (tour number / order number) and, if applicable, the separately itemised VAT amount.
- h) For international part and full loads additionally: country code and place of departure, country code and place of destination, lorry registration number, reference to reverse charge procedure or tax exemption of a third country transport.

17) Miscellaneous

- a) We are certified in accordance with DIN EN ISO 9001 (quality management) and 14001 (environmental management). Our quality and environmental policy is published at www.loxx.de. We favour the use of low-emission, low-noise and energy-saving vehicles.
- b) If our contractual partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, **DE-Gelsenkirchen shall be the** place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
- c) If individual points are invalid, the remaining points shall remain unaffected. In this case, the contracting parties are obliged to agree on provisions regarding the invalid parts that come closest to the economically intended result (severability clause).