

HEGELMANN EXPRESS GMBH GENERAL TERMS AND CONDITIONS OF GOODS CARRIAGE

1. We hereby represent that all transportation orders received will be executed in accordance with the terms and conditions set out below. General commercial terms and conditions shall apply to the extent to which they do not contradict these General Terms and Conditions. No retrospective objections shall be accepted.
2. The Customer shall provide full information required for the timely and safe transportation of goods.
3. The Customer hereby represents that the Customer is the owner of the shipment or has been authorised by the owner of the goods to accept these General Terms and Condition on behalf of the latter.
4. Dangerous goods shall be explicitly disclosed and appropriately designated by the Customer and, upon the Carrier 's agreement to transport them, such goods shall be classified, packed, labelled and marked in the documentation according to the national and/or international laws and regulations governing the carriage of dangerous and/or declarable goods. The Customer must provide the Carrier with the information, data and, if necessary, the required transport and accompanying documents (authorisations, permits, notifications, certificates and etc.) documents.
5. The Customer shall be liable for any consequences arising from incomplete or inaccurate data on the goods provided by the Customer.
6. Any costs, taxes and charges for which the Carrier is not responsible and which are related to obstacles to the collection and/or delivery of the goods shall be paid by the Customer. This provision shall also apply to any additional instructions given by the Customer.
7. The consignor of the goods must load and secure the cargo in such a way, that it would be safe for carriage, and Recipient undertakes responsibility to unload the cargo. The Customer shall be liable for any consequences arising from incomplete or inaccurate data on the goods provided by the Customer.
8. The Carrier shall not accept liability for any additional actions at the place of loading and/or unloading of the cargo; in case if such services are provided at the Customer's request, the Customer shall assume all the related risks.
9. The Customer ensures safe and proper loading and unloading of the cargo and completion of customs' clearance procedures within 48 (forty-eight) hours in the Russian Federation and CIS countries, within 2 (two) hours for fully truckload and 1 (one) hour for less that truckload in all the other countries. These time limits shall be calculated from the arrival of the vehicle at the point of designated location.
10. The Customer undertakes to ensure that the instructions of the driver of the vehicle at the loading point are followed to ensure correct positioning of the load in the vehicle and to avoid any possible axial overweight
11. The Carrier shall not assume liability for any damages arising during the goods transportation if the goods are loaded/unloaded/secured by the Customer, the Customer 's client and/or the Consignor, for the use of any improper packaging of the goods resulting in the collapse/subsiding/moving of the cargo during transportation, and/or for the height of

the cargo, allocation on the pallets, spaces between the pallets etc. Also the packaging of the load must not damage the vehicle.

12. If in transport order is specified that the cargo is highly perishable or other goods that are temperature-controlled products, the Carrier is not obliged to check the temperature of the products at the place of loading and shall not be liable for any damages resulting from any discrepancy in the product's temperature regime.
13. Any correspondence through the cargo exchange e-portal, any Skype and/or similar communication in the process of agreement on the terms and conditions of the cargo carriage contract between the Carrier and the Customer, and any scanned and/or other electronic documents sent via email, fax, Skype and/or other electronic means of communication shall be acceptable and, if necessary, can be used in court as sufficient evidence.
14. The Customer shall execute, at his own expense, all documents necessary for the carriage of the goods (quality certificates, export permits/authorization, veterinary certificates, sanitary and hygienic certificates, cargo invoices and any other documents necessary to accompany the goods). The Customer takes responsibility for ensuring that all data in documents is correct and sufficient. Customer is liable for all the losses to the Carrier as a result of the improper performance or non-performance of this obligation of the Customer.
15. If the Customer intentionally delay and/or fails to provide instructions promptly: meaning not later than 1 (one) hour from the time of receipt from the Carrier and fails to provide instructions in the provision of information on any obstacles, the Carrier shall be entitled to decide, on a unilateral basis, on further actions concerning the goods (including but not limited to transshipment/repackaging/storage/recovery etc.). In such a case the Carrier shall notify the applicable rates to the Customer in advance and the Customer shall immediately and unconditionally indemnify the Carrier for the losses incurred.
16. Should the Carrier have grounds for believing that the Customer is intentionally avoiding payment for the losses incurred by the Carrier or is unwilling to do so, the Carrier shall be entitled to retain the cargo and/or suspend the provision of the service until the Client makes payments against all invoices issued by the Carrier for the losses incurred as specified in Clause 15 above.
17. The Carrier shall not be liable, under any circumstances, for any actions taken by the Customer and/or cargo owner and/or any employee thereof fraudulently and/or in bad faith provided that the Carrier did not know and could not have known about such actions taken fraudulently or in bad faith.
18. The Customer shall indemnify the Carrier for any additional costs and/or losses of the Carrier arising from the provision of incorrect information to the Carrier (including but not limited to fines, damages etc. incurred by the Carrier due to omissions of the Customer), incorrect packing or labelling of the goods, wrong delivery address etc.
19. In the case if the Carrier 's driver is not enabled to observe the loading and/or unloading processes driver must note this fact in CMR's bill or in any other accompanying document, the Customer shall forfeit the right of regress.
20. The driver shall not count individual/unpacked goods if the cargo is being transported by a method other than pallets. In such a case, the Carrier strongly recommends, in the interests of the Customer, to seal the vehicle as the Carrier shall not accept liability for any deficiency of or damage to the goods.

21. Claims for damages shall not be offset against invoices for the goods carriage issued by the Carrier. In addition, payments for carriage services shall not be withheld when consignee added notes in CMR's bill of lading or other accompanying document.
22. The Customer shall pay the Carrier for idle time EUR 50 per hour or EUR 500 for each 24-hour period of idle time. The Customer fully understands and agrees that such rates are reasonable and proportionate. The parties agree that such rates are acceptable and undisputable as liquidated damages corresponding to minimal losses of the Carrier due to idle time.
23. The Carrier undertakes to return transport documentations as soon as possible. The parties understand and accept that returning of transport documentation, in particular in international carriage, takes certain time. No fines for allegedly delayed return of documentation shall be imposed unless the Carrier is found to have acted intentionally.
24. Exchange of empty packaging shall only apply to Euro-pallets, with the quantity being limited to 33 units.
25. The transportation order shall specify an accurate quantity of Euro-pallets to be exchanged. If no accurate number is specified, the Euro-pallets shall not be exchanged and the Carrier shall be released from the duty of exchange. Risks related to the pallet exchange at the place of unloading shall be assumed by the Customer in full.
26. The service of exchanging Euro-pallets shall be paid additionally to the Carrier and shall not be included in total bill of transportation. Additional payment for exchanging Euro-pallets is determined after the request from the Customer and the response with prices for exchange services from the Carrier's. In the event that the Customer does not make a request the Carrier shall not be obliged to replace the Euro-pallets. The prices of Euro-pallets are as follows: EUR 8 for Euro-pallet, EUR 5 for Dusseldorf pallet, EUR 6 for E1 box, EUR 6 for E2 box and EUR 45 for H1 or Gi-Box.
27. Full cargo documentation shall be handed to the driver prior to the start of the trip. Any costs related to the delay in the handing of the documents shall be paid by the Customer.
28. In the case of cancellation of the order for reasons beyond the Carrier's control, the Carrier shall reserve the right to claim compensation equal to 1/3 of the transport order and/or indemnification for damages arising from the cancellation. In the event that the amount of damages exceeds the amount than the amount of the damages the Carrier gains the right to claim full compensation for damages.
29. In the event that the Customer does not settle with the Carrier in accordance with conditions of this agreement, the Customer shall pay interests of 0,2 percent of the amount not paid on time for each day of delay.
30. The parties of this agreement shall be exempt from liability for improper performance or total non-performance of their obligations under this Agreement if the failure to perform was caused due to force majeure circumstances which the Parties did not foresee and could not have foreseen (e.g.: natural disasters, war, acts or actions of the government that impacts performance and other similar circumstances)
31. In the event of force majeure the responsibilities of this agreement are postponed for as long as such circumstances persist. A Party that is prevented from performing its obligations under the Contract due to force majeure circumstances is required to notify the other

Party about aforementioned circumstances using all the available measures in addition to giving evidence to prove force majeure circumstances.

32. Transportation services are performed and relationship between the Parties are regulated by Convention on the Contract for the International Carriage of Goods by Road (CMR convention), European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR convention), The Convention on International Transport of Goods Under Cover of TIR Carnets (TIR Convention) and other international agreements regulating international carriage of goods by roads
33. The payment for transport and other services excludes VAT and other non-transport costs.
34. The Customer hereby represents that the Customer has read carefully and is conversant with these General Terms and Conditions of Goods Carriage, has understood them in full and agrees to comply with them. The Customer hereby represents that the Customer has consulted lawyers and/or solicitors regarding these General Terms and Conditions or any part thereof or was able/entitled to obtain such consultations without restrictions in cases of uncertainty as to the wording and/or application thereof.
35. Any disputes, claims or disagreements arising out of or related to these Conditions, as well as violations shall be settled by negotiations between the Parties. If the Parties fail to reach an agreement, the disputes shall be resolved in the courts of the city of Cologne (Germany) in the manner prescribed by legal acts of the Federal Republic of Germany and under the jurisdiction of the law of the Federal Republic Germany (lex fori) depending on the amount of the dispute and it is agreed as a special clause of jurisdiction for disputes arising from the application of the CMR Convention.