

General Conditions for Transport and Logistics

Version: July 2021

1. Preamble

MORITZ J. WEIG GmbH & Co. KG (hereinafter: WEIG) is part of the WEIG-Karton Group of Companies, a reputable company in the European cardboard industry.

The benchmark for our actions is the high quality requirements of the WEIG Group of Companies. Because in addition to the quality of the cardboard products, the quality of transport services, their reliability and punctuality delivering to customers are increasingly also determining factors and authoritative for quality and assessing overall performance. Therefore, the WEIG Group of Companies endeavours and aims not merely to assure transport quality, but also to optimise it continuously in order also to be able to continue to meet the continuously growing demands of customers. For this purpose, we specifically look exclusively for partners who are not only reliable, but also meet our high requirements with a sense of ownership, their attitude and commitment.

Therefore, the requirements defined below also form the legal basis for the collaboration of the WEIG Group of Companies with its transport service providers (hereinafter: Contractor). Thus, transport orders commissioned by WEIG are generally subject to this profile of requirements as a binding constituent of the agreement.

2. Scope

2.1. These Terms and Conditions apply to all agreements concluded for the conduct and provision of national and international freight, warehousing and carriage services, if nothing to the contrary is stipulated by law. They also apply to any agreements of any kind concluded by the Parties in the future.

2.2. The Terms and Conditions of the Contractor, and in particular the ADSp (General German Carrier Conditions, or Allgemeine Deutsche Spediteur-Bedingungen) shall not apply, unless WEIG has explicitly agreed to these. If the applicability of the ADSp is agreed, this applies under the exclusion of sections 19, 20, 23, 24, 25 and 30, and will otherwise be subordinate to these General Conditions for Transport and Logistics.

A. Contractual relationship

3. Conclusion of individual agreements

3.1. WEIG primarily awards its loads via the award platform of TRANSPOREON GmbH & Co. KG, Ulm / Germany. When issuing invitations to tender, WEIG provides all the material information for the transport via this platform. This information is: load number, loading date, loading point, unloading date, unloading

point, type of vehicle and vehicle characteristics. Any further information important for the transport will be placed in the input field "Transport comment".

3.2. When issuing invitations to tender for loads via the award type "Best Carrier" (BC), by submitting their tender the service provider documents that they are aware of the information detailed by WEIG, accept this and will carry out the order accordingly.

3.3. With the service provider's bid and the award of the corresponding load by WEIG a legally-binding agreement is concluded.

3.4. It is not permissible to transfer loads placed in BC by WEIG to other, publicly and generally accessible freight exchanges. Notwithstanding all other rights, any breaches of this requirement may lead to the termination of the business relationship and to exclusion from the award platform.

3.5. Fixed or contractually agreed tours are allocated via the award procedure "No-Touch-Order" (NTO) provided by TRANSPOREON GmbH & Co. KG. WEIG transmits all the data and information required to carry out these orders via this system.

3.6. The Contractor must confirm orders allocated via NTO in the system. The corresponding obligation of the Contractor to accept and carry out the orders will generally be agreed separately.

3.7. Orders for overseas business will be awarded by telephone, fax or email. WEIG will confirm an overseas order in this manner and the Contractor will return a corresponding booking confirmation.

3.8. Orders to accept general cargo and, if applicable, also part-loads, will be given via the award procedure NTO from TRANSPOREON GmbH & Co. KG in accordance with section 3.5. It is made clear that this form is binding and legally valid.

4. Payment

4.1. The basis of payment is the price agreement concluded between WEIG and the Contractor in advance.

4.2. These prices are fixed prices as all-inclusive prices for the agreed services and exclude any kinds of additional charges by the Contractor, unless anything to the contrary has been agreed. It is made clear that the agreed payment also includes costs for any packaging as well as for customs formalities, unless anything to the contrary has been explicitly agreed in writing. With regard to the costs for any packaging this applies in the area of agreed warehousing services accordingly.

5. Credit note procedure

5.1. WEIG settles all transports commissioned primarily via the credit note procedure. No invoicing by the Contractor is necessary, unless anything to the contrary has been agreed.

5.2. Credit notes are compiled independently by WEIG. No documents must be submitted for this. However, the Contractor is obliged to store the relevant documents as per statutory requirements. In addition, the Client is obliged to submit the relevant documents on request and in the required form.

The Contractor also reserves the right to demand delivery documents or other proof if there are any indications that the transport has not been carried out properly. In such cases the credit note will be retained until submission of the relevant documents or until the matter has been clarified.

5.3. Credit notes will usually be compiled 14 days after the loading date of the relevant transport or performance date of the relevant service. Collective credit notes may be compiled if the Contractor has provided more than one billable transport, carriage or warehousing service.

5.4. Payment will usually be made by money transfer 8 days after the issue of the credit note.

5.5. All other agreements require the written or electronic approval of both Parties.

5.6. Any changes to the bank account of the Contractor will only be considered by WEIG if these are reported to the payment department in text form. Payments will be made to the last account specified with discharging effect in every case.

5.7. The place of performance for payments made by WEIG is the registered office of the relevant client. Any bank costs incurred for payments to foreign accounts for transports within Germany shall be borne by the Contractor.

6. Offsetting, retention, assignment, liens

6.1. The Contractor is not entitled to offsetting, refusal to perform, rights of retention or liens against claims of WEIG, in particular to objects handed over for carriage and performance. This does not apply to claims that have been legally established or that are recognised as legitimate by WEIG.

6.2. It is made clear that with regard to the performances owed by the Contractor it is obliged to perform in advance in every case. In every case in which an excluded retention, refusal to perform or assertion of these rights occurs, notwithstanding all other rights a contractual penalty of €250.00 shall be imposed. The Contractor is reserved the right to prove that no or only a lower loss has actually been incurred.

6.3. The Contractor is only entitled to assign or pledge receivables to third parties with the prior, written approval of WEIG. In this regard section 354 a HGB cannot be waived.

7. Delivery dates and deadlines

7.1. The agreed delivery deadlines and dates are binding. This applies both with regard to the date and

time. Receipt of the undamaged and complete goods at the delivery address specified by WEIG is authoritative for compliance with the delivery deadline or delivery date. Delivery deadlines commence with the date the order is issued, if nothing to the contrary has been agreed between the contractual partners or anything different results from the circumstances.

7.2. Agreed provision times for handling containers (container loading) must be kept.

7.3. In the event of recognisable delays before or during transport the Contractor is obliged to inform WEIG without delay of the reason for and the length of the delay, as well as of the probable collection and delivery time. This notification must be made to WEIG.

7.4. If for reasons for which WEIG is not responsible the Contractor cannot take over the goods in good time and as result punctual delivery to the customer is at risk, the Contractor is obliged to inform WEIG of these circumstances without delay and to report the probable delay. In the event that punctual delivery is no longer possible, WEIG is entitled to procure replacement means of transport and to use another service provider for this transport. Any additional costs incurred as a result shall be borne by the original Contractor.

7.5. It is not permitted to make contact with or to notify customers directly.

7.6. It is made clear that that the acceptance of a delayed delivery or of a partial delivery does not mean any waiver of possible claims to compensation.

8. Place of performance

If nothing is agreed to the contrary the place of performance for the obligation to perform of the Contractor is the delivery address on which the order is based. Notwithstanding section 5.7 the place of performance for all other obligations of both sides is the registered office of WEIG in Mayen.

9. Conduct of transports

9.1 The Contractor guarantees that the goods handed over by WEIG will not be co-loaded with any goods that could interfere with the WEIG goods; this relates to hygiene-relevant co-loads. In case of doubt the Contractor is obliged to inform WEIG before carrying out co-loading and to obtain instructions whether the co-loading may be carried out or not.

9.2. Transshipments of full loads are generally prohibited.

9.3. Transshipments of part-loads and general cargo must be carried out with the greatest possible care. In every case it must be guaranteed that the goods arrive at the customer undamaged, in full and within the agreed deadline.

9.4 It is expected that the Contractor allocates all transports in Sixfold in order to be able to track these

by means of Realtime-Visibility (RTV) and to transmit the automatically calculated ETA data.

9.5. From the handover of the transport goods until delivery has been made to the delivery address the Contractor shall bear the transport risk, insofar as this is not contradicted by mandatory statutory regulations.

9.6. Accompanying documents, delivery documents and customs paperwork shall be provided by WEIG. However, the Contractor is obliged to carry out their own independent check of the contents, completeness and accuracy of this paperwork, insofar as this is recognisable and verifiable for them.

9.7. Any rights of the Contractor as per section 416, 417 HGB are explicitly excluded, where any claim of the Contractor to additional payment with regard to the pure additional transport effort or to demurrage remains unaffected.

10. Time window / Booking time windows

10.1. The Contractor is obliged to book time windows for all commissioned loads that were awarded via the award platforms from TRANSPOREON GmbH & CO. KG. This must be carried out via the appropriate system for booking time windows from TRANSPOREON GmbH & Co. KG, at the latest 24 hours before the planned loading date. The bookings thus made are binding. If the Contractor has made a correct booking in accordance with these requirements, retrospective amendments or corrections may be carried out via the system until before the commencement of the booked time window.

10.2. When booking time windows, the Contractor must comply with the system requirements. In particular, it must be noted that for pallet loads a booking for the loading point "Logistics Centre Pallets" is made, for roll loads for the loading point "Logistics Centre Rolls" and if applicable, the correct loading point for outside warehouses. An incorrectly-booked time window is synonymous with a non-booking and will be treated accordingly.

10.3. If no free time window is available during the time frame desired by the Contractor, they are obliged to book another time window, which must be earlier, if necessary. A time window booked in this manner is also binding and compliance with it is mandatory.

10.4. In the event of compliance with the booked time window, WEIG will carry out and complete loading of the vehicle prepared for loading within 3 hours of arrival. If this time frame is exceeded, the Contractor shall be entitled to assert waiting time. This can be invoiced at a rate of €25.00 per full 30 minutes.

10.5. If the Contractor misses a booked time window, the loading of vehicles that arrive late will be put back until all other vehicles that have arrived punctually have completed loading. Any waiting time that results cannot be blamed on WEIG, even if this results in

loading on the following day. This applies accordingly to vehicles for which no time window has been booked, contrary to the agreement.

10.6. In the event of delayed arrival and missing a time window WEIG shall levy a penalty of €25.00 per full 30 minutes of delay up to a maximum lump-sum of €250.00 per day. If the loading date is missed completely, a penalty of €250.00 per day will be levied. The Contractor is reserved the right to prove that no or a lower loss has actually been incurred. WEIG will issue an invoice for this penalty. The amount or the accrued amounts will then be deduced from the next payment. It is made clear that by levying penalties the assertion of further claims to compensation is not excluded.

10.7. Fixed provision times will usually be agreed for the provision of containers. Section 10.4 applies accordingly. If the Contractor does not comply with or exceeds the fixed provision times, WEIG is entitled to invoice the Contractor for downtime. This will also be billed at a rate of €25.00 per full 30 minutes. The Contractor is also reserved the right in this regard to prove that no or a lower loss has actually been incurred.

The costs for booking time windows shall be paid by the Contractor.

11. Tracking consignments / Allocating transports

11.1. WEIG uses the system Sixfold from TRANSPOREON GmbH & CO. KG in order to track transports awarded via this platform in real-time and to be able to view punctual arrival at the delivery location.

11.2. In the event the Contractor already collaborates or commences collaboration with WEIG, it is expected that the Contractor establishes a connection to Sixfold.

11.3. The Contractor shall conclude the contractual agreement for this purpose directly with TRANSPOREON GmbH & CO. KG. This must also include the authorisation to display consignment tracking data in the WEIG Sixfold system.

11.4. In the event transports are subcontracted, it is expected that the subcontractor is also connected to Sixfold and thus enables tracking via Sixfold.

11.5 It is expected that the executing service provider allocates the transport in Sixfold for every transport.

11.6. WEIG will regularly evaluate the allocation quota and this may be drawn on for the carrier evaluation.

11.7. Any costs incurred for the connection to and use of Sixfold by the Contractor shall be borne by the Contractor.

12. Inspection obligation on takeover

The Contractor is obliged when taking over the goods to check whether the goods loaded as per the paperwork handed over correspond with the goods

loaded as per the order issued. If any discrepancies are identified, the goods must not be taken over for carriage before an instruction as to the further approach has been obtained from the Client.

13. Delivery of the goods to the customer

13.1. The goods may only be delivered to the shipping address or delivery address given in the delivery note. Any amendments may only be carried out with the explicit prior approval of the Client taking into account its right of instruction pursuant to section 418 HGB.

13.2. Within the scope of the delivery the Contractor is obliged to check whether the delivery note handed over to the consignee and the disclosures included there correspond with the goods that were originally taken over. If the Contractor erroneously acknowledged the takeover of certain goods or hands over incorrect delivery notes, it is made clear that in this case there is liability pursuant to section 433 HGB.

13.3. If the contractor does not receive a clean receipt (in the event of any damage, losses and/or any late deliveries in particular), they are obliged to inform WEIG of this and of the circumstances involved without delay and unsolicited. In particular, the Client must be enabled to decide whether a replacement delivery must be made. The acknowledged delivery note and the corresponding receipt must initially be sent to WEIG by email and, on request, the original must be submitted later.

14. Liability

14.1. Liability from freight agreements: The Contractor shall be liable for losses caused by the loss of or damage to the goods during the time from the takeover for carriage until delivery. The statutory compensation is limited to an amount of 8.33 Special Drawing Rights for each kilogram of the gross weight of the consignment. If there is a consistent freight agreement, this also applies to losses caused during transport-related interim storage or justified transshipment. The statutory liability of the freight driver due to an overrun of the delivery deadline is limited to a multiple of three of the amount of the freight rate in the national area and in the CMR area to a multiple of one of the freight rate. In the event of any other financial losses in accordance with section 433 HGB the liability of the freight driver is limited to a multiple of three of the freight rate that would have to be paid in the event of the loss of the goods. All limitations of liability do not apply in the event of qualified culpability of the Contractor.

14.2. Liability from carrier and warehousing agreements: The law applies exclusively to liability resulting from carriage agreements, warehousing agreements and from logistics services usual for

carriage that are connected with the carriage of warehousing of goods.

14.3. WEIG is entitled to demand an internal loss-setting expense per case of liability from the Contractor of €150.00, if the maximum amount pursuant to section 14.2 is not exceeded and a lower expense if not proven by the Contractor.

15. Third-party liability and transport insurance

15.1. The freight driver must insure themselves against all losses for which they may be held liable pursuant to the 4th Section of the German Commercial Code and pursuant to these conditions, pursuant to section 7 a GüKG. The insurance for freight-driver liability must meet the requirements of compulsory insurance. This also applies to cross-border transports, international transports and transports carried out exclusively abroad.

15.2. In order to cover the liability resulting from carrier and warehousing agreements, as well as agreements for logistics services pursuant to these conditions, the Contractor must take out insurance with a sum insured of at least 2 million euros per loss.

15.3. The Contractor guarantees that all insurance obligations will be met, including in the event of any use of subcontractors, and that it will check these. The Client may demand corresponding proof of insurance. It is made clear that the costs of insurance shall be borne by the Contractor.

15.4. The Contractor is only authorised to take out goods-in-transit insurance at the costs of WEIG after explicit prior commissioning.

16. Indemnity insurance

16.1. Within the scope of concluded carrier and warehousing agreements the Contractor shall, on demand by the Client, take out goods-related indemnity insurance, for example, all-risk insurance for goods interests. Without a corresponding demand made by WEIG the Contractor is not entitled to take out insurance at the costs of WEIG.

16.2. This all-risks insurance must cover transports and warehousing. If the takeover or delivery location or the mandated warehousing is within the European Union, cover must generally also include goods consequential losses as well as purely financial losses, each up to the amount of the agreed sums insured. Individual agreements for further insurance cover are possible in consultation with the insurer.

B. Implementing orders, Technical requirements

17. Contractual implementation as per GüKG

17.1. The Parties agree that contractual implementation of transports also includes compliance with the duties of the Contractor detailed below.

17.1.1 The Contractor affirms that it holds the permits and authorisations required to transport goods pursuant to sections 3, 5, 6 GüKG (permit, Euro Licence, third-country permits, CEMT permits) and that it only uses these permits and authorisations in a permissible manner. In particular, the Contractor is obliged to refrain from undertaking any non-permitted cabotage.

17.1.2. The Contractor shall only employ driving staff who hold the required work permits; this applies to foreign drivers from third countries in particular.

17.1.3. Further, the Contractor is obliged to ensure that driving staff hold official certification with an officially certified translation into German pursuant to section 7 b (1) 2 GüKG and for cross-border transports – insofar as this is necessary – into the relevant language of the country pursuant to the applicable statutory regulations of the relevant country, and carries this certification with them on every journey.

17.1.4. The Contractor is obliged on request to hand over to WEIG or other contractual shippers or commissioned persons all documents carried to be checked or to have these handed over by its staff. The Contractor shall give instructions to its staff to this end.

17.1.5. If subcontractors are used the Contractor is obliged to include the duty to submit documents and the additional duties detailed above in the freight agreement with the executing subcontractors. Before the use of subcontractors, the supplier must, through appropriate checks, ensure that the aforementioned pre-conditions are reliably met. In addition, the Contractor is obliged to carry out regular checks of compliance with these regulations by the subcontractors used.

17.2. If the Contractor or, if subcontractors are used, the subcontractor, cannot present the requested evidence during checks carried out by WEIG, other contractual shippers or commissioned persons, the vehicle shall be deemed not to have been provided. In this case the Contractor shall be obliged to compensate WEIG for all losses incurred as a result. In particular, the Contractor shall have no claim to the freight rate or demurrage. Sections 417, 418 (1) to (5) 419 HGB are excluded.

17.3. If fines, forfeiture orders or other sanctions are imposed on WEIG or commissioned persons as a result of breaches committed by the Contractor or a subcontractor employed by the Contractor, the Contractor is obliged to reimburse these costs and to indemnify the client or any person obliged pursuant

to the regulations of administrative law in internal relationship, under consideration of any existing statutory and/or contractual limitations of liability.

18. Regulation of driving and rest times

18.1. The Parties agree that contractual implementation of transports also includes compliance with all regulations with regard to driving and rest times for driving staff. In this connection, the Contractor is obliged in particular that

18.1.1 when implementing transports all driving and rest times for driving staff as per Regulation (EC) 561/2006, the German Driving Staff Act (Fahrpersonalgesetz) and German Driving Staff Regulation (Fahrpersonalverordnung) are complied with,

18.1.2. exclusively driving staff are provided who with regard to driving time already carried out are personally in a position to carry out the agreed transport at the agreed conditions in compliance with all the aforementioned regulations. If this cannot be sufficiently ensured with simple staffing, multi-driver staffing must be provided. For the purposes of checking driving time already used, as well as the duration and point in time of the last rest period of the driving staff used, the Client is entitled to demand submission of the tachograph chart carried, as well as in the event of equipment with a digital tachograph a print-out of the corresponding data. The Contractor shall instruct the driving staff it uses accordingly and shall ensure that these obligations are met.

18.1.3. If subcontractors are used, the duties described above shall be included in the freight agreement concluded with the executing subcontractor and the subcontractor's compliance with the regulations shall be checked regularly.

18.2. If WEIG takes over vehicle planning, this shall generally be carried out in accordance with all applicable regulations. After transmitting the planning to the Contractor or its representatives, the Contractor is obliged to check the planning under consideration of all circumstances, in particular routing, use of staff etc. If the Contractor identifies here that implementing the transport in compliance with the applicable regulations is not sufficiently assured, the Contractor is obliged to notify WEIG without delay. In this case the original planning will be amended. No journey may be commenced under any circumstances for which the Contractor has identified that the journey can only be carried out by breaching the applicable driving staff regulations.

18.3. If the concrete transport implementation as per the requirements of the Client in compliance with the regulation with regard to driving and rest times is not possible, or if this emerges during the transport due to exceptional incidents, as per sections 419, 418 HGB the Contractor shall be obliged to obtain individual instructions from the Client. The permissible driving

times must not be exceeded under any circumstances, nor may any non-compliance with the stipulated driving breaks or rest times occur. It is made clear that this obligation also applies if the planning is carried out by the Contractor or by a third party.

18.4. If fines, forfeiture orders or other sanctions are imposed on WEIG or commissioned persons as a result of breaches committed by the Contractor or a subcontractor employed by the Contractor, the Contractor is obliged to reimburse these costs and to indemnify the client or any person obliged pursuant to the regulations of administrative law in internal relationship, under consideration of any existing statutory and/or contractual limitations of liability.

19. Compliance with the minimum wage

19.1 The Contractor guarantees that it complies in full with the statutory regulations that regulate a general minimum wage (German Minimum Wage Act, Mindestlohngesetz or MiLoG). In particular, the Contractor declares that it pays all its employees the statutory minimum wage and makes the corresponding payments at the point in time agreed with the employee as the due date, however, on the last bank working day of the month following the month in which the work was provided at the latest.

19.2 Further, the Contractor guarantees that it shall ensure that in the event of permissible use of a subcontractor, suitable actions shall be taken in order to ensure that subcontractors also comply with the statutory regulations of the MiLoG. Before the use of subcontractors, the Contractor must, through appropriate checks, ensure that the statutory regulations of the MiLoG are reliably met. In addition, the Contractor is obliged to carry out regular checks of compliance with these regulations by the subcontractors used.

19.3 The Contractor is obliged to prove to WEIG on request at any time, through the submission of suitable documents, that it complies with the regulations of the MiLoG. The Contractor shall provide WEIG with all the information required for this purpose. WEIG can determine the scope of the documents to be submitted at its discretion.

19.4 If action is taken against WEIG, its employees or commissioned persons as a result of breaches committed by the Contractor and/or its staff, or by freight drivers utilised by the Contractor or subcontractors pursuant to section 13 MiLoG in conjunction with section 14 of the German Employee Secondment Act (Arbeitnehmer-Entsendegesetz), or on the basis of other regulations, the Contractor is obliged comprehensively to indemnify WEIG, its employees or commissioned persons from all the aforementioned actions at first request.

20. Vehicle characteristics

20.1. Only vehicles that are suitable for carrying out the transports without restrictions may be used. These vehicles must be in a technically and optically flawless condition and meet all applicable statutory and official regulations. In addition, all the approvals necessary for the transport must be held.

20.2. The vehicles must have a minimum loading height of 2.60 m and a usable loading length of 13.60 m. The minimum loading weight must not be less than 24.0 tonnes.

20.3. The floors, walls, roof, tarpaulins, doors and door seals must be in a technically flawless condition. This also applies to any equipment carried on the vehicle, for example, ratchet straps, tension boards or other lashing equipment. The vehicles used must be swept clean, dry, free of nails and the loading area must be accessible for forklift trucks. The loading bay must be odour free.

20.4. If a full load is commissioned the vehicle must not be co-loaded nor loaded with pallets. If this is the case and/or the minimum loading weight of 24 tonnes cannot be reached for other reasons either (e.g. high weight of the vehicle itself) and the vehicle is loaded nevertheless, the freight price will be reduced by the percentage of unavailable area or the unavailable loading weight.

20.5. Containers must be provided in a flawless condition. The floor must withstand the full load. Holes in the walls are not permissible under any circumstances. Locks on the doors must be easy to operate and fully functional. Containers must also be odour free.

20.6. If vehicles or containers do not meet the preceding requirements, WEIG reserves the right to reject these and to deem these to have not been provided. If any delays that cause costs occur, if goods arrive late with customers or if ship departures are missed, the resulting costs plus any subsequent costs will be charged to the party that caused the problem or to the Contractor under consideration of possible statutory and/or contractual limitations of liability.

21. Transport safety

The maximum permissible total weight, the required dimensions (in particular the width) and the permissible axle weights must not be exceeded. If the contractor exceeds the maximum permissible total weight and permissible axle loads or the permissible dimensions of the vehicle (in particular the width), and this overrun is not attributable to the conduct or causative involvement of WEIG, the Contractor is obliged to indemnify the Client from all resulting claims made by third parties against the Client and/or its staff under consideration of possible statutory and/or contractual limitations of liability.

22. Load safety

22.1. The safe transport and intact arrival of products at customers is a firm corporate target of the WEIG Group of Companies. The Contractor and its vicarious agents must generally subject their actions to this target. This duty will be met in that the products are transported with suitable measures to secure the load and by driving conduct so that even under extreme road conditions the products arrive safely at their destination and thus other road users and/or possible residents in the traffic area are not endangered.

22.2. WEIG generally awards and assigns the proper securing of loads as per statutory provisions to the Contractor. Legal responsibility is also assumed by the Contractor in full. This applies both to loading that is secure for carriage and operationally secure loading.

22.3. The Contractor must ensure that the vehicles used are equipped with on-board, proper, approved and reusable load-securing equipment or means, such as locking equipment (tension boards and retaining boards or movable partitions), chocks, lashing equipment that complies with DIN standards (straps, ropes and nets), suitable or stipulated edge protectors, retractable stops on the loading area, perforated rails on the floor etc.

In addition, suitable anti-slip mats in sufficient quantities must be carried to load palletised goods and these shall be used unsolicited. WEIG will generally provide suitable anti-slip mats to load rolls and these must be used.

22.4. Loads must be secured by the vehicle driver immediately after loading is complete. The recommendations of the VDI Guidelines 2700 must be complied with. The vehicle driver is responsible for securing and stowing the goods properly on the vehicle and thus for the operating safety and transport safety of the load until the last unloading point.

22.5. When loading paper rolls exclusively the stipulated edge protection may be used. This is: KaSi Plus, Spanset and Miko Edge Protector SR, Miko Plast. If these items are not available, these can be provided by WEIG at extra cost.

22.6. The Contractor guarantees the proper stowing and securing of the goods on the vehicle and in the event of any breach of these obligations indemnifies WEIG from any liability towards third parties, in particular government agencies and courts of law, under consideration of any existing statutory and/or contractual limitations of liability.

22.7. If loading is carried out by WEIG or a commissioned third party, the Contractor is obliged to ensure that its staff are present during loading and check the loading procedure and the type of loading. If any faults occur during loading, these must be reported without delay and the goods must not be taken over without rectifying the fault in loading. If the goods are taken over without reservations and this is

acknowledged, the Parties shall assume that loading has been carried out properly.

23. Persons involved in carriage

23.1. The Contractor's driving staff must be reliable, have sufficient driving experience, as well as the necessary further education, and hold the necessary driving licences and authorisations. We refer explicitly to section 17.1.2.

23.2. Drivers must report to the Check-In building in the SB Terminal directly after arrival, stating the correct load number and follow the procedure described.

23.3. It is possible to report to Check-In at any time (24/7 operations). The usual loading times at the WEIG logistics centre at the Mayen location are:

Pallet loading (truck, container): Mon.-Fri. 6am-8pm, Sat. by agreement

Roll loading (truck, container): Mon-Fri. 6am-10pm

23.4. After driving onto the WEIG site driving staff must follow the instructions and orders of the freight, loading and security staff. The German Highway Code (StVO) applies on the site. Strict compliance is required with internal plant speed limits, alcohol and smoking prohibitions and plant-specific instructions.

23.5. Vehicles will generally be weighted on arrival on the plant site and after loading or unloading before the delivery documents are issued and the vehicle is released for the onward journey. Drivers must comply with the stipulated procedure or carry out appropriate orders. Repeated breaches of these requirements will lead to the termination of the business relationship and to exclusion from the award platform as per section 3.

23.6. Driving staff must be proficient in the technical equipment of the vehicle they drive. They must also be provided with personal protective equipment (hi-vis vest, safety shoes).

23.7. Driving staff must make sure that no illegal persons are on and/or hide themselves in the vehicle during the journey. Every incident must be reported to WEIG without delay by telephone in advance and then in writing.

C. Final regulations

24. Court of Jurisdiction

The exclusive court of jurisdiction for all legal disputes is the court of law with local and factual competence of the head office of WEIG in Mayen, insofar as no mandatory statutory regulations contradict this. If CMR applies, the Parties agree the aforementioned court of jurisdiction as an additional court of jurisdiction in accordance with Art. 31(1)CMR.

25. Applicable Law

The law of the Federal Republic of Germany applies to all agreements concluded pursuant to these conditions, insofar as international or foreign law does not take precedence. This also applies insofar as mandatory conventions are applied to non-regulated sub-sections of national law.

26. Written form, Severability Clause

26.1. Any amendments and/or supplements of these Transport and Freight Conditions shall only be effective in writing. This also applies to any cancellation of the written form regulation itself.

26.2. Even in the event of the ineffectiveness of individual regulations of these Freight and Transport Conditions the regulations otherwise remain in effect. In this case the Contracting Parties are obliged to take regulations with regard to the ineffective sections that come as close as possible to the desired commercial result or the originally desired purpose.

Mayen, July 2021