

The general terms and conditions (AGB) of Walther Logistik GmbH (in the following called shipping company) apply to assignments which only include heavy load transport and crane work. For shipping assignments we work on the basis of the Allgemeinen Deutschen Spediteurbedingungen (ADSp) (general terms for German shippers) in its newest version. We have covered the shipping insurance according to paragraphs 21 and 29 ADSp at the AXA Versicherung AG Hamburg.

General terms of business

I. General part

- All crane and transport services of the shipping company are based on the following terms and conditions, except if mandatory regulations oppose this – such as the Überkommen über den Beförderungsvertrag im internat. Straßengüterverkehr (CDR).
- Crane service performances in terms of these conditions are being provided in two types of standard service provisions:
 - Standard service type 1 – Crane provision (Krangestellung): Provision of a crane refers to the providing of locomotive hoisting device together with operational personnel to the customer for the performance of works according to the customer's instructions and disposition.
 - Standard service type 2 – Crane works: Crane work is the transportation of goods, especially the lifting, moving and relocating of loads and/or persons for work purposes, utilising a locomotive hoisting device, and designates that the shipping company takes over one or a number of hoisting maneuvers according to agreement, following their own instructions and disposition.
- Transport services in terms of these terms and conditions is the transportation of goods in road haulage with motor vehicles as well as the moving or relocation of goods through the use of special transport aids such as e.g. tank steel rollers, heavy duty roller gear, lifting jacks or similar.
- Different agreements apply only if in the individual case they were agreed upon. The burden of proof for the content as well as the correct and complete transmission falls upon who refers to them. In contrast, differing terms and conditions of business apply only if they were agreed upon for the individual case.
- All proposals of the shipping company are without obligation and for their validity are in need of confirmation in writing.
- Results of visitations of sites of work and special agreements, e.g. about the locality of loading or unloading, the standing location of a crane etc. have to be recorded in writing by the parties in order to be valid.
- Contracts whose execution is in need of a permission or authorisation by the appropriate public authority, especially in terms of § 1812 and § 22 II. IV and § 29 III and § 46 I Nr. 5 StVO as well as § 70 I StVZO, are being concluded under the suspensive condition of the timely granting of the permission or authorisation.
- Fees and costs for expenditures for public authorities as well as all procurement costs and costs which are created through licensing requirements and orders from the public authorities, as well as fees for accompaniment by police and other costs for security measures mandated by public authorities will be remunerated by the customer, if nothing different was agreed upon.
- The shipping company is entitled to draw upon other companies for the fulfilment of the commitments stipulated by contract, if nothing else was agreed upon.
- The shipping company is entitled, under exclusion of indemnity claims of compensation, to withdraw from the contract, if, after thorough checking before or during the use of vehicles, machines or work devices of any sort, considerable damages to objects of others or self or property assets or injury to persons are to be apprehended. The exclusion of claims of compensation is inapplicable if the shipping company did not observe the diligence of a prudent businessman (shipper). In the case of cancellation, in the case of crane services, the fee will be charged proportionately, in the case of transport performances the legal regulations apply.
- Adjournments caused by the weather conditions do not reduce the claim to fees under consideration of spared expenditures, except if something else was agreed upon.

II. Specific part

Section 1: Crane provision – Duties of the shipping company and liability

- If the main performance of the shipping company is in the designated providing of locomotive hoisting devices as well as operational personnel to the customer for the performance of works according to the customer's instructions and disposition, then the shipping company owes the providing of a locomotive hoisting device which is generally and specially suitable, has been tested according to the pertinent statutory regulations and the generally accepted codes of practice by TÜV and UVV, and is ready for operation. For the personnel provided, the shipping company is liable only within the limits of the prevailing principles for fault in selecting a third party.
- A liability for failure to provide in time is excluded in cases of force majeure, strike, road block and other unavoidable incidences whose consequences the shipping company could not avert.
- In all other cases of failure to provide in time, the liability of the shipping company is limited to the threefold rent. This limit is not applicable in case of deliberate intention and gross negligence.

Section 2: Crane works and transport performances – duties of the shipping company and liability

- The shipping company undertakes to perform all issued assignments with all means it has at its hands and all technical possibilities, in compliance with the relevant codes of practice, correctly and according to professional standards.
- The shipping company especially undertakes to utilise generally and specifically adequate means of transport and hoisting equipment, which are operational, safe in operation and according to the applicable regulations tested by TÜV and UVV. Furthermore the shipping company undertakes to provide generally and specifically suitable operating

personnel (crane operators and vehicle drivers), who are familiar with the operating of the transport equipment respectively hoisting equipment. The shipping company furthermore undertakes to provide necessary personnel for helping, briefing etc. as well as the eventually necessary slinger at the expense of the customer.

- If the main performance of the shipping company is crane work and/or transport service, then, if these general terms and conditions do not determine something different, the legal regulations for freight business apply. A liability of this shipping company is according to these regulations limited to 8,33 Special Drawing Rights (Sonderziehungsrechte, SZR) per kilogram of damaged or lost goods. This limitation of the liability is inapplicable if the damage results from an act or omission which the shipping company or their auxiliary persons did deliberately or frivolously and aware that damage would probably occur (§ 435 HGB).
- The shipping company relinquishes the exception (Einrede) of the limitation of financial liability according to paragraph 15.1 for damages of goods up to a sum of EUR 500.000,- as well as for other property damages up to a sum of EUR 125.000,- in each case per claims result.
- If the customer wishes a higher amount than given in paragraph 15., before placing of order a written agreement about this has to be made, and the shipping company is entitled to charge the costs for an accordant insurance for the higher liability to the customer.
- By accepting a certificate of insurance, the shipping company does not take over the duties which fall upon the customer as insurant; nevertheless, the shipping company has to take all usual measures for conserving the insurance claim.
- For lack of different written agreement, the shipping company insures with the insurance conditions which are usual at its place of fulfilment.

Section 3: Duties of customer and liability

- The customer has to create all technical prerequisites which are necessary for the proper and safe execution of the order, on his own account and risk, and to maintain them during the assignment. Especially the customer is obligated to hold the goods which are to be handled available in a state ready and suitable for the performance of the order. The customer is obligated to specify the correct measures, weights and special characteristics of the goods (e.g. gravity center, type of material etc.), as well as in the case of crane performances the attachment points, timely.
- The customer has to obtain the consent of owners for non public streets, paths and squares to be driven on, and to exempt the shipping company from claims of third parties which could result from an unauthorized usage of a foreign piece of real estate.
- Furthermore the customer is responsible for the circumstances of ground, space and other circumstances at the location of performance as well as the access roads – with the exclusion of public streets, paths and squares – permitting a proper and safe execution of the assignment. Especially the customer is responsible for the ground conditions at the locations of loading and unloading respectively crane standing location as well as access roads standing up to the occurring ground pressure and other strains. Lastly the customer is responsible for all declarations about subterranean cable ducts, supply lines, other underground lines and cavities which might impair the bearing strength of the ground at the location of performance or the access roads. The customer has to point out unbidden the existence and position of subterranean lines, ducts and other cavities. If the customer culpably fails in this duty of notification, he is liable for all damages resulting from this, also for property damages and consequential property damages on vehicles, equipment and other working devices of the shipping company, as well as pecuniary losses. Declarations and statements by third parties whom the customer uses for fulfilling these duties incumbent of his, count as his own declarations.
- Once the order has been placed, the customer may without consent of the shipping company not give any instruction to the personnel being used by the shipping company which depart from the contractual agreement in type or extent or which contradict the purpose of the contract.
- If the customer culpably violates the obligations mentioned above, especially his obligations in preparation and participation, then he is liable toward the shipping company for all damages resulting from this. The regulations of § 414 Absatz 2 HGB remain unaffected by this.

III. Final clauses

- The services of the shipping company are advance performances and cash discount can not be deducted.
- The invoices of the shipping company have to be, after accomplishment of the assignment, settled immediately after receiving the invoice, if nothing else was agreed upon according to the assignment.
- A compensation or retention is permissible only with uncontested or legally determined counterclaims.
- Place of fulfilment and place of jurisdiction, including for actions relating to bills of exchange or cheques among merchants, is exclusively Hannover (in Germany). All contracts concluded by the shipping company shall be governed by German law. This also applies to customers from other countries.
- Employees of the shipping company can also cite the exemption from and limitation of liability of these terms and conditions. The same goes for acts and omissions of other persons whom the shipping company uses for accomplishing the assignment. The exemption from and limitation of liability also apply to extra-contractual claims.
- As far as for statements the written form is required, remote transfer of data or any other readable format are equal to it, if it designates the originator.
- If for reasons of contract or law parts of these general terms and conditions are invalid or not applicable in the specific case, all the other clauses remain untouched by this; insofar § 139 BGB is waived.