

GENERAL TERMS AND CONDITIONS

PTS Packing, Transport, Services & Logistics GmbH
Containerstr. 13, 28197 Bremen

A. General Terms and Conditions

We render all our services according to the General Terms and Conditions specified in Section A herein. Furthermore, the following Sections B. and C. contain special regulations for packaging services, in particular, for forwarding and transport services.

1. Scope of Application

- 1.1 These General Terms and Conditions apply exclusively. Any additional Terms and Conditions of the Client, or any other Terms and Conditions of the Client that deviate from these General Terms and Conditions shall not apply, even if we did not contradict their validity separately. Even if we refer to a letter that contains or refers to the Terms and Conditions of the Client or any third party, it shall not constitute any acknowledgement of their validity. This should also not be acknowledged as any consent of ours to unconditionally provide or receive any services under such conflicting or deviating Terms and Conditions without any express objection hereto.
- 1.2 These General Terms and Conditions shall also apply to all our future transactions or offers, even if they are not the subject of a further separate agreement. Moreover, they shall apply for and against any legal successor of the Client or third parties.
- 1.3 These General Terms and Conditions shall apply only for corporate clients (§14 BGB German Civil Code), legal entities governed by public law, or special funds under public law.

2. Offers and Conclusion of Contracts

- 2.1 Our offers are non-binding and non-committal, unless expressly agreed upon as binding, indicating a commitment period of the offer. A contract is only valid upon receipt of our written or via fax transmitted confirmation.
- 2.2 Details of any completion or delivery dates are non-committal, unless expressly agreed upon in writing.
- 2.3 Our employees are not authorized to make any verbal collateral agreements or give any verbal assurances which extend beyond the content of the written contract.

3. Prices and Price Changes

- 3.1 Our prices are quoted in euros without VAT. We compute and state the applicable amount of the statutory value added tax valid on the day of invoicing in the invoice separately.
- 3.2 We reserve the right to change our prices accordingly if there are any reductions or increases in costs upon conclusion of the contract, in particular due to collective wage agreements or material price changes, legislative changes, or unpredictable changes relating to more difficult working conditions which we are not responsible for. We will prove the above to the Client if required.

4. Payment Terms and Conditions

- 4.1 Our invoices shall be payable without any delay and deductions. All costs regarding the money transfer, in particular, bank charges shall be borne by the Client. We are entitled to send reminders to the clients in default - subject to higher legal costs - and each reminder shall be calculated in the amount of 5,00 EUR.
- 4.2 Should payment not be effected in time, the Client will be charged interest, without any reminder, in the amount of 8 (eight) percentage points over the base rate on the amount owed.
- 4.3 The Client shall be entitled to any rights of offset only if his counter-claims are legally binding or undisputed. The Client may exercise a right of lien only if his counter-claim is legally binding or undisputed, and is based on the same contractual relationship.

5. Subcontractors

Unless otherwise agreed upon, we are entitled to provide the contractual services through third parties as subcontractors. We are liable for the performance of the subcontractors as fully as if they were our own actions.

6. Applicable Law and Jurisdiction

- 6.1 All disputes arising from or in connection with the contractual relationship shall be governed by the law of the Federal Republic of Germany under exclusion of UN purchase law.
- 6.2 Bremen is the place of jurisdiction for all disputes arising from or in connection with the contracts made between us and the Client. An exclusive place of jurisdiction takes priority.

B. Special Conditions for Packing Services

Besides the General Terms and Conditions specified in Section A herein, the Special Conditions of packaging, specified in Section B herein, shall apply for the offers or transactions that involve packaging solely.

1. Scope and Content of the Contractual Services

- 1.1 The scope and the content of the packing services shall depend solely on our written offer or our written order confirmation.
- 1.2 We reserve all property rights and copyright in relation to illustrations, drawings, sketches, models, calculations and other documents. This also applies to written documents which are marked as "confidential". The Client requires our express prior written consent before their disclosure to third parties.
- 1.3 The costs of samplings made and preparatory work executed at the Client's request, shall be borne by the Client if the contract has not been concluded.

2. Client's Information and Co-operation Obligations

- 2.1 The Client shall inform us in writing on the nature of the goods to be packed, in particular, on their weight, dimensions, center of gravity and lifting points for crane work, at the latest when the order is placed. Should dangerous goods be packed, the Client shall inform us in writing on the exact class of the dangerous goods, necessary precautions to be taken and provide us with the appropriate documents (for example, safety data sheets, etc.).
- 2.2 The Client shall inform us in writing and in due time prior to carrying out of the packaging work on special risks which the goods to be packed by us are expected to be exposed to during the handling of the goods intended by the Client, in particular, transportation, corresponding transshipment activities and / or storage.
- 2.3 The Client shall hand over the goods to be packed by us in the appropriate ready for packaging condition at the designated packaging site on the agreed upon handover date or within the agreed upon handover deadline. Dangerous goods shall be handed over to us in a substance relevant undamaged containers, with the labelling as required by the law or the authorities. Unless otherwise agreed upon, especially corrosive goods shall be provided in a clean and proper condition after being treated by corrosion protection materials.
- 2.4 Unless otherwise agreed upon, packaging shall be executed in our premises. In the event that the packaging operations under the contract shall be conducted outside our premises, the Client shall provide sufficient space and power supply at the designated packaging site free of charge. If the goods to be packed could not be moved without any mechanical assistance due to their nature, the Client shall provide suitable lifting equipment, including the necessary operating personnel, also free of charge.
- 2.5 If the Client anyhow violates his obligations to provide information and cooperate, or goes into default of acceptance, we are entitled to demand compensation for the damages thus caused, including any additional expenses. Further claims or rights are reserved.
- 2.6 The Client shall take adequate insurance for the goods to be packed (for example, transport, storage, fire insurance).

3. Time of Performance

- 3.1 All technical issues require clarification prior to the beginning of our service execution.
- 3.2 Compliance with our performance obligation requires further that the Client complies with his information and cooperation obligations duly and timely. Both the plea of non-performance of the contract (§ 320 BGB) and the plea of uncertainty (§ 321 BGB) remain reserved.

3.3 Performance delays due to force majeure or due to events which not only essentially complicate execution of packaging services or make it temporarily impossible - these include in particular, strikes, lockouts, official orders, late delivery of the required packaging materials despite proper and timely orders – but also we shall not be liable, even for bindingly agreed upon deadlines and dates. They entitle us to extend service provision by the duration of the event plus a reasonable lead time, or withdraw from the contract, completely or partially, because of those parts of the contract that have not yet been executed. As far as the event of force majeure takes more than three months, the Client is entitled to withdraw from the part of the contract that has not yet been fulfilled upon a reasonable grace period. Whether the performance time is extended, or we are released from our obligation, the Client can not deduce claims for damages thereof. We may only invoke the circumstances mentioned above if we notify the Client immediately. Paragraph B.7.3 remains unaffected.

4. Transfer of Risk, Warehousing

4.1 Acceptance of the packaged goods by the Client or his agents (e.g. forwarders, carriers, or any other entity to execute the shipment) constitute acceptance.

4.2 If the Client defers the receipt of the packaged goods, despite the respective notification on the readiness of the goods for acceptance, on the agreed upon date, or, in the absence of an agreed upon date, within a period of 5 (five) working days after the notification, we are entitled to store the packaged goods at the expense and risk of the Client.

5. Retention of Title

The packaging or the materials we have used for our services remain our property until the entire settlement of all claims resulting from the ongoing business relationship. The Client is liable to resell the packaging or its components only in due course of business. The Client shall assign his accounts receivable from the above resale to us.

6. Liability for Defects

6.1 Should state-of-the-art and sufficient corrosion protection constitute a part of our performance under the contract, then the corrosion protection shall be executed according to the contract, if it lasts for the duration of the agreed conservation period, reckoned as from the packing date. No durability guarantee shall be granted if a conservation period has been agreed upon.

6.2 The rights of the Client in case of defects shall be governed by the statutory provisions, unless otherwise agreed.

6.3 If the duly performed packaging proves to have defects that affect its contractual usage, the Client, at our discretion, is first of all entitled to repair or replace such packaging ("supplementary performance"). If the supplementary performance fails, the Client reserves his right in relation to the remedy of defects, either to withdraw from the contract, or demand a reduction in price. If there is functional suitability in case of non-restrictive insignificant deviation of the liability, the Client can only demand a reduction in price. The Client's right of self-performance due to a defect is excluded.

6.4 Upon acceptance of the packaged goods, the Client shall check the packaging for defects without delay. The warranty rights of the Client in relation to such defects that would have been recognized during the proper inspection (obvious defects), expire if there is no corresponding written notice within one month after receipt of the packaged goods.

6.5 All claims for damages due to defects shall be governed by the provisions of Clause 7.

6.6 The liability for defects exists only with the Client, not with any third parties. The Client shall indemnify and hold us harmless against any claims of third parties who he resold our packaging to, in whole or in part.

7. Liability

7.1 Our liability for damage of the goods to be packed or already packed by us is limited to the value of the affected goods at the packaging site plus packing, transport and insurance costs up to the intended destination; it expires if the damage claim is not sent to us in writing within one month after removal of the packaging.

7.2 Our liability for failing to observe agreed deadlines and dates, or for delay, is limited to one half of a percent of the invoice value (excluding VAT) of the delayed performance for each full week of delay, but it shall not exceed five percent of the invoice value.

7.3 Our liability for loss of packaged goods, or material and subsequent material damage amounts to five times the packaging price of the lost or damaged packaged goods, to a maximum of EUR 500,000.00 per incident, and EUR 2,500,000.00 per total claim, and the liability for damage to net assets amounts to the packaging price for the entire order, and is limited to a maximum of EUR 10,000.00 per incident, and EUR 50,000.00 - per total claim.

7.4 Notwithstanding the above provisions stipulated in paragraphs 7.1 and 7.2, we shall always be liable to the Client – also in relation to non-contractual claims and claims for reimbursement of expenses – without limitation:

- for the damage caused by us, our legal representatives or agents, because of intentional misconduct or gross negligence,
- according to the Product Liability Act, and

- for the damage to life, body or health, caused by us, our legal representatives or agents,

Furthermore, our liability is excluded, whether based on breach of obligations by one of us, our legal representatives or agents when it impedes the due and proper implementation of the contract, or endangers the purpose of the contract and on whose observation the Client relies and is entitled to regularly count (contractual essential obligation). In this case of property and financial damages, the liability is limited to the typical foreseeable damage for the contract of this nature. This also applies to lost profits or savings. The liability for remote consequential damage is excluded.

8. Statute of Limitation

Subject to the provisions contained in paragraph 7.3 herein, the Client's claims for defects and other damages are time-barred within one year from the beginning of the statutory limitation period.

C. Special Conditions for Forwarding and Transport Services

The offers and transactions relating to packing services and respective forwarding services, and/or goods transportation shall be governed by the Special Conditions for forwarding and transport services specified in Section C herein, besides the General Terms and Conditions of Section A.

1. Application of ADSp

These General Terms and Conditions are governed by the German Freight Forwarders' General Terms and Conditions 2017 (ADSp 2017). **Note:** In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to Euro 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg.