

WORLÉE GENERAL TERMS AND CONDITIONS OF CARRIAGE (WTC)

Clause 1 General

1.1 The following terms and conditions of carriage shall apply to all transport, freight, warehouse, forwarding and subcontractor orders that Worlée Drive Dried Logistics GmbH; WORLÉE Chemie GmbH and Worlée NaturProdukte GmbH (hereinafter referred to collectively as WORLÉE), including all branches and offices, place with domestic and foreign contractors, shipping companies, airfreight companies or other transport, forwarding and warehousing companies as well as with subcontractors.

1.2 The contract shall be concluded by WORLÉE placing an order which is accepted or performed by the Contractor. These WTC shall be incorporated into the contract through a reference in the written order. These WTC shall apply exclusively; any contrary terms and conditions of the Contractor or terms and conditions that differ from the WTC, in particular the German Freight Forwarder's Standard Terms and Conditions (ADSp) or bill of lading terms will not be accepted unless WORLÉE has expressly agreed to them in writing. The WTC shall also apply if WORLÉE - in knowledge of the Contractor's contrary or differing terms- accepts the Contractor's services without objection.

1.3. In all matters that are not specially addressed by these WTC the Contractor is under an obligation to comply with the law and, in particular, to refrain from all corruption, bribery and the payment of so-called "acceleration fees".

1.4 No verbal side agreements have been made. These WTC shall apply in our relations with entrepreneurs in the meaning of Section 310 (1) of the German Civil Code (BGB). They shall also apply to all future transactions with the Contractor. The latest version of the German Freight Forwarder's Standard Terms and Conditions (currently ADSp 2016 or 2017) shall not apply, nor the Terms and Conditions of the German Federal Working Group Heavy Transport and Crane Work (BSK) nor the contract terms for Road Haulage and Logistics Operators (VBGL).

Clause 2 Orders

Orders from WORLÉE shall be deemed accepted unless an immediate objection is raised (see S. 362 of the German Commercial Code (HGB)).

Clause 3 The Contractor's remuneration

3.1. The price mentioned in the order is binding and shall be agreed as a fixed price unless the Contractor explicitly and immediately objects before executing the order. Prices shall be quoted including all usual ancillary services.

3.2 In case a calculation method for freight on an hourly basis or on the basis of weight and/or space has been agreed with the Contractor, the Contractor shall be obliged to provide particulars of its actual calculation. If the prices are based on a rate per hour objective time sheets countersigned by the employee responsible shall be enclosed with the bill.

3.3. The remuneration shall become due when the Contractor has proved that the order has been properly performed. In the case of transport orders this shall include the delivery receipts and/or consignment notes duly countersigned by the recipient without any reservations and in the case of contracts for work and labour on an hourly basis the countersigned time sheets and acceptance certificates.

3.4. Invoices can only be processed if they specifically indicate the order that has been executed and quote the reference or item number contained in the written order.

3.5. Unless otherwise expressly agreed in writing WORLÉE shall pay within 30 days without deductions (net) after evidence has been received that the contract has been properly performed.

3.6. WORLÉE shall be entitled to the statutory rights of set-off and rights of retention.

The freight payer is WORLÉE. Section 421 (2) of the German Commercial Code shall not apply.

Clause 4 Delivery terms

4.1. The delivery terms stated in the order shall be binding and shall be complied with by the Contractor in all cases. If no delivery terms are specified, the Contractor shall deliver the goods within a time that might be reasonably expected of a careful and

diligent haulier/carrier, taking account of all circumstances.

4.2. In the case of failure to observe the foregoing para 4.1. the Contractor shall indemnify WORLÉE against all third-party claims made against WORLÉE due to failure to comply with the delivery terms. This obligation to indemnify, with respect to reason and quantum corresponds to WORLÉE's possible liability and shall include applicable contractual penalties imposed by the customer. The Contractor does not have the right to rely on limitations of liability under international conventions and/or local rights unless these are mandatory or WORLÉE can also invoke these limitations of liability.

Clause 5 Performance of the orders 5.1. Carriage by land

5.1.1. The Contractor undertakes to take out liability insurance for damage to goods with a coverage of at least EUR 2 million and which also includes - without sublimit - the cover for what are known as "sensitive", goods, i.e. goods that are particularly exposed to the risk of theft to the usual extent. It shall furthermore be agreed with underwriters that the drivers are not representatives of the assured and any infringements by the drivers against safety and parking rules shall not be regarded as a breach of a respective warranty by the Contractor.

5.1.2. **Euro pallets and grid boxes** and other means of transport shall either be returned or exchanged unless they are explicitly one-way pallets/non-returnable wire mesh boxes. The Contractor must properly document the whereabouts or the exchange of the loading devices. The Contractor shall ensure that flawless pallets/loading devices are accepted. The exchange of pallets/loading devices must be confirmed in the consignment note. Failure to make the exchange will lead to an obligation on the part of the Contractor to provide corresponding pallets/loading devices or to pay the usual price.

5.1.3. The Contractor shall load, stow and secure the goods so as to provide for their safe transport. The Contractor is responsible for ensuring that the condition and quantity of the goods accepted are not impaired during transit. The loading process has to be halted in the event of any irregularities and instructions have to be obtained from WORLÉE. No

further loading may be carried out without instructions from WORLÉE.

The Contractor or the Contractor's driver shall be responsible for checking that the goods to be shipped are properly loaded and secured. Acceptance based on number of items is agreed. If acceptance based on the number of items should not be possible, WORLÉE must be informed immediately. A remark by the driver on the (CMR) consignment note stating that he could not check the number of items shall not release the Contractor from liability. The driver must check the consignments for any defects in the packaging and, if any exist, immediately seek instructions. If the packaging is defective, soiled, inadequate or opened, this must be noted in writing on the (CMR) consignment note. WORLÉE must be notified immediately in the case of irregularities of any kind in order to give instructions for the further procedure.

5.1.5. The Contractor shall carry out proper interface checks. In the case of packed pallets the number and condition of the individual packages must be verified by carrying out spot checks.

5.1.6. After loading, it shall be necessary to set out on the journey immediately taking the shortest route unless a special route or a specially agreed delivery time has been agreed. For consignments accepted on WORLÉE's instructions **trans-shipment and consolidation with other goods** is generally prohibited. According to CMR 26.1, a special interest in the **on-schedule provision of the goods** as specified in the transport order is declared and agreed. The additional freight has been taken into account when agreeing the remuneration.

5.1.7. The Contractor shall only employ **drivers who are EU citizens or have a valid working permit**. This must be carried on the person by all non-EU citizens and presented to WORLÉE on request. The Contractor undertakes to indemnify WORLÉE against all claims resulting from any breach of this obligation.

5.1.8. The Contractor must provide and keep a **valid ATP certificate and customs seal acknowledgements** as well as **transport permits and licences**. The Contractor shall verify and check whether all documents that

are necessary and useful for the performance of the transport are at hand and shall obtain and provide all required approvals that need to be produced, **including any visas that are required**.

5.1.9. The Contractor's driver shall have the fact of delivery and the condition of the goods properly confirmed by the consignee at the time of delivery. No payment will be made without the original delivery receipt.

5.1.10. Loading and unloading times are included in the agreed freight and shall not be paid for separately. Demurrage and detention will be paid if agreed and provided the Contractor proves the corresponding damage or the loss of a follow-up order. As evidence a especially created document will be accepted which states and contains date, time, and a stamp and a signature from the loading and unloading point or customs agent or similar offices. Provided that the default in loading or unloading is responsibility of WORLÉE or the responsibility of the sender and/or the consignee and the vehicle had been provided at the loading or unloading point on time, WORLÉE shall pay a maximum compensation of **EUR 180.00** in the western European transport area for each full day in the case of curtain trailers. The arrangements for the Eastern European transport area and for hard body trucks must be individually agreed at the time when the order is placed.

5.1.11. If the **loading and unloading** is carried out by the driver, the Contractor shall be liable for any damage. The driver shall be regarded as the Contractor's vicarious agent.

5.1.12. **Hazardous Goods** In the case of hazardous goods the Contractor undertakes to ensure that the vehicle is completely equipped in accordance with the Regulations concerning the Transport of Hazardous Goods (GGVS)/European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR) and that the driver has and carries the necessary training certificate. Furthermore, the Contractor shall ensure that the driver strictly adheres to the GGVS/ADR provisions, especially those in relation to speed, driving times and routes. The driver must ensure that the required accompanying documents

and accident information sheets are handed over to the driver at the loading point. If this is not the case, WORLÉE must be notified immediately before departure.

5.1.12. IN DEVIATION FROM SECTION 431 OF THE GERMAN COMMERCIAL CODE, LIABILITY IN ACCORDANCE WITH SECTION 449 OF THE COMMERCIAL CODE HAS BEEN AGREED TO AMOUNT TO 40 SDR PER KG RAW WEIGHT OF THE CONSIGNMENT DAMAGED OR LOST.

5.1.13. If the goods are carried in a national pre- or onward carriage as a leg of a border crossing international carriage by road the CMR Convention applies for the pure national leg by agreement. This shall be the case even if no CMR consignment note is handed over to the Contractor along with the goods.

5.2 Warehousing

5.2.1. The warehouse keeper/Contractor undertakes to provide a clean and dry warehouse for the proper storage of the stored goods that is suitable for the goods in every respect.

5.2.2. The goods must be stored separately and segregated from the goods of other storing parties.

5.2.3. Every movement of goods, their receipt and stock removal must be properly and comprehensibly recorded.

5.2.4. The warehouse must be protected against access by unauthorized outsiders who do not belong to the company. Regular bodily search of the warehouse personnel must be carried and which have to be documented also with respect to potential theft.

5.2.5. Keys may only be handed out to the Contractor's personnel. Every time that the warehouse is opened and closed the name of the person and the time must be documented. When locking the warehouse an alarm system connected to the police must be put into active mode.

5.2.6. Any damage or loss must be reported to WORLÉE without undue delay.

5.2.7. Consignments may only be collected by persons who prove their identity as persons entitled to remove goods on the basis of original warehouse removal certificates or

warehouse warrants issued by WORLÉE.

5.2.8. The warehouse keeper shall be liable according to s. 475 of the German Commercial Code without any possibility of limiting its liability.

5.3. Carriage by sea

5.3.1. The owners/carriers undertake to load and stow the consignments received for shipment below deck. This does not apply to containers.

5.3.2. The carrier's liability extends to the period from the time when the goods are accepted until the time of delivery. The "tackle to tackle" clause has not been agreed.

5.3.3. In case of pure carriage by sea WORLÉE is to be regarded as shipper only if WORLÉE has contracted the owners ("actual carrier") itself. If the contract had been placed with a forwarder WORLÉE is to be regarded as unloader (Ablader) and not as the contractual shipper (Befrachter). WORLÉE is not liable to pay demurrage nor any other costs at the port of destination due to delay on the part of the recipient/consignee in accepting goods. The freight to be paid under the freight obligation – also in the case of a "freight prepaid" agreement – relates strictly to sea freight only and – if agreed – the terminal handling charges (THC) at the port of departure.

5.3.4. The crew, the stevedores and the captain are the carrier's vicarious agents and personnel. The carrier shall be liable for their negligent acts and omissions as for its own negligent acts and omissions – even if the prerequisites for unlimited liability are concerned.

5.3.5. The carrier undertakes to include a "Himalaya clause" in its bill of lading.

5.3.6. WORLÉE has the right to set off freight claims against claims for damages – also in the interests of third parties or to assert them in its own name and for its own account in the interests of the injured party.

5.3.7. The carrier has a right of lien only with respect to claims associated with the actual goods carried ("konnexes Pfandrecht") which are in WORLÉE's property.

5.3.8. The carrier is liable for fire and nautical fault, also if caused by the fault of members of the crew and other third parties. They are being regarded as servants in the meaning of S. 278 of the German Civil Code. Deviating provisions in Bills of Lading

or in application of foreign laws are herewith explicitly waived by the Carrier.

5.3.9. The carrier is liable for financial loss and contractual penalties imposed on WORLÉE due to delay. A delay shall be understood as arriving later than the time of arrival announced in the schedule or exceeding the transit time that the carrier is reasonably to be allowed. The carrier cannot rely on statutory limitations of liability.

5.3.10. The jurisdiction or arbitration clause in the contract of carriage or the bill of lading is not accepted. German law shall apply and it is agreed that Hamburg shall be the sole place of jurisdiction and its court are competent (see Cl. 7).

5.4. Carriage by air

5.4.1. The Warsaw Convention, as amended – without additional protocols –, is agreed for all carriages by air, even if the airport of departure and/or the airport of arrival is not situated in a country that is a signatory state to the Warsaw Convention. The Montreal Convention shall not govern the relationship of the parties unless mandatorily applicable. In any case S. 435 of the German Commercial Code shall also apply in the case of air freight and in the case of multi-modal contracts, which include a leg with air transportation.

5.4.2. Substitute transportation by other modes of transport is not allowed unless it has first been expressly agreed in writing – for the concrete transit by air.

5.4.3. Any values given shall apply as a declaration of value, even if they have not been included in the airway bill.

5.4.4. The air carrier is obliged to accept and control the goods on the basis of number of units and to control the interfaces in its sphere of responsibility.

5.5. Multi-modal carriage

The provisions of Sections 452 et seq. of the German Commercial Code shall apply. If the place of loss and/or damage is known the law set out in these terms in a presumed contract between WORLÉE and the carrier for that specific leg of transport alternatively German Transportation Law applies. Trans-shipment, the loading and unloading of containers and interim storage during transit shall be regarded as part of carriage by

land, even if they serve to prepare carriage by sea.

5.6. Subcontractors

5.6.1. Contracts with subcontractors who are (also) commissioned to carry out services other than to ship or carry goods shall be subject to the law governing contracts for work, as set out in the German Civil Code (BGB).

5.6.2. Every subcontractor is obliged to insure its activities through reasonable and adequate business liability insurance with a coverage of at least € 2 million, which also includes coverage for activity and processing damage of up to €20,000, no limitation of liability being connected with these requirements.

5.6.3. The remuneration of the subcontractors shall become due when the time sheets or acceptance certificates countersigned by the responsible employee of WORLÉE are available. Claims for the remuneration become statute-barred one year after they have become due. The time allowed for payment is 30 days.

5.6.4. Liability depends on the provisions of the German Civil Code. There are no limitations on liability.

Clause 6 Right of lien

The Contractor only has a right of lien for claims which are associated with the carriage in question on goods that are the property of the Client. Rights of retention are excluded.

Clause 7 Place of jurisdiction / applicable law

It is agreed that the sole place of jurisdiction shall be Hamburg unless internationally mandatory conventions or rules provide for a different place of jurisdiction, which shall then apply in addition to the agreed place of jurisdiction. German law shall apply. Arbitration clauses are expressly excluded.