

## 1. Scope of the General Terms and Conditions

- 1.1. The following General Terms and Conditions apply to all freight contracts commissioned by Anton Knoll Rohstoffe GmbH & Co. KG (hereinafter referred to as Knoll).
- 1.2. Contrary terms and conditions of the carrier shall not be valid. Any acceptance of the carrier's terms and conditions or any deviation from these GTC must always be made in writing in accordance with § 126 BGB.
- 1.3. With the initial and effective inclusion of the GTC, the carrier also recognizes them as agreed for all further contractual relationships in the respective current version. The current version of the GTC can be viewed on the Internet at <https://www.rohstoffe-knoll.de/agb> and at Knoll's business premises or made available free of charge on request.
- 1.4. The version of the GTC valid at the time of conclusion of the contract shall be decisive for the inclusion of the GTC.

## 2. Confidentiality / customer protection agreement

- 2.1. The carrier is obliged to treat all information received within the framework of the freight contract confidentially and in particular not to pass it on to third parties. He further agrees that he will not make business contact with Knoll's customers and contractors, either directly or indirectly, e.g. via or for third parties. The carrier, its employees and the partner companies working with the carrier undertake to refrain from any actions that are likely to impair the business relations between Knoll and its customers and contractors.
- 2.2. The carrier is obliged to inform its employees as well as its partner companies of this agreement and to ensure compliance with it.  
If the carrier, its employees or the partner companies commissioned by it culpably violate these obligations and a customer or contractor of Knoll subsequently concludes a contract with the carrier or its partner companies, the carrier is obliged to compensate Knoll for the resulting damage.  
The carrier or its partner companies owe Knoll a contractual penalty of 2,500.00 euros for each culpable breach of this agreement. The assertion of further damages remains unaffected by this payment.

## 3. Prices, terms of payment, due date

- 3.1. The carrier shall be paid within 45 days of receipt of the invoice by Knoll. The prerequisite for the due date of the invoice is the prior submission of the original freight, delivery and weighing documents to Knoll. If these documents are not received by Knoll within 10 calendar days of delivery of the goods, Knoll is entitled to a right of retention with regard to payment. However, Knoll will deduct at least a lump sum for damages of € 10.00 from the invoice amount for each transport order.
- 3.2. Unless otherwise agreed, the carrier shall be invoiced according to the unloading weight and quantity.
- 3.3. Each invoice from the carrier must be accompanied by a copy of the transport order from Anton Knoll Rohstoffe GmbH & Co. KG. If this copy is missing, the carrier will be charged EUR 2.50 for the preparation of this copy. Weighing invoices shall be accepted by Knoll provided they do not exceed an amount of 5.00 euros.
- 3.4. The carrier agrees in principle to a set-off by Knoll with its own claims.
- 3.5. The transfer of all or part of the execution of the order placed to third parties and the assignment of claims of the carrier (in particular factoring) require the prior written consent of Knoll.

## 4. Delivery and service conditions

- 4.1. The deadlines for loading or unloading communicated to the carrier are binding and must be complied with by the carrier.
- 4.2. In the event of delays - for whatever reason - Knoll must be informed immediately.
- 4.3. As part of the execution of the contract, the carrier is obliged to insure the transports in accordance with the legally prescribed insurance in accordance with national and international regulations or to take out insurance for the respective maximum amount of liability.
- 4.4. Resale of the freight order by the carrier via the Internet, in particular on online exchanges, is generally not permitted and requires the prior written consent of Knoll.
- 4.5. Consequential costs incurred by Knoll due to delays caused by the carrier or its employees shall be reimbursed by the carrier. If these delays are due to force majeure, the carrier is not liable to pay compensation. In this case, however, the carrier must demonstrate and, if necessary, prove that it is a case of force majeure.
- 4.6. The carrier shall only be entitled to demurrage after a loading and unloading period of more than 12 hours.
- 4.7. In the event that waiting times occur, Knoll must be informed immediately in writing. The employee responsible at the relevant loading or unloading point must make a note of the duration of this waiting time on the freight documents (e.g. consignment note) and have it countersigned.

- 4.8. The carrier must ensure that the load is safe for transportation and safe to operate. If the carrier uses other partner companies, he must ensure that the loading is safe for transportation and safe to operate and must inform the partner companies accordingly. In addition, he must monitor whether the necessary measures are taken by the partner companies. The carrier or the partner companies commissioned to fulfill the contract must stow and secure the goods for transport in such a way that damage to the goods due to transport-related influences can be virtually ruled out. In this respect, the carrier or the relevant partner companies must provide the necessary fastening and transportation equipment. In addition, it is the responsibility and risk of the carrier to ensure that the maximum permissible total weight is not exceeded and to weigh the transport vehicle accordingly if necessary. The carrier undertakes to ensure that its employees comply with the statutory driving and rest periods. Any damage resulting from the fact that fastening or protective equipment was not used, the statutory driving and rest times were not observed or due to weight overruns shall be borne by the carrier.
- 4.9. If no exceptions are provided for in accordance with § 55 (2) KrWG, the vehicle must be marked accordingly (A plates) for waste transports requiring authorization or notification in accordance with § 55 (1) KrWG, § 10 Waste Shipment Act.
- 4.10. Before loading the transport vehicle, the carrier or its employees must check whether the transported goods are goods in accordance with ADR (Agreement concerning the International Carriage of Dangerous Goods by Road). ADR goods may only be transported after prior consultation with and approval by Knoll.
- 4.11. The carrier undertakes to ensure that its employees check the required accompanying documents, such as delivery bills, as well as the information to be carried before the start of the journey. In addition, the carrier or the employees undertake to check the freight documents for conformity with the freight items with regard to the number of items, marks, properties and numbers. Should differences arise from this check, these must be noted immediately in writing and countersigned by the loader.
- 4.12. If the freight contract includes a "neutral" delivery (neutral transportation), the carrier must comply with the neutrality agreed upon. If the carrier culpably violates this agreement, the carrier's claim to the freight shall lapse. If Knoll suffers further damage as a result of this behavior, the carrier is obliged to compensate for this damage.
- 4.13. The Carrier undertakes to use only vehicles that have the appropriate national and international transport licenses, permits and registration numbers. The corresponding copies of the licenses and permits must be carried in the transport vehicle. Knoll must be informed immediately in the event that official requirements, orders, notices or the like jeopardize cooperation or even make it impossible. This applies, for example, in the event that the required licenses or permits are withdrawn or a restriction of the transport insurance is imposed by the insurer.
- 4.14. The carrier undertakes to clean and disinfect all vehicles in accordance with the statutory regulations. Proof of this must be provided in writing.
- 4.15. Differences between loading and unloading weight (e.g. due to drifting or theft) must be reported to Knoll immediately in writing by the carrier. Any resulting damage shall be borne by the carrier. Any shortfalls shall be borne by the carrier.
- 4.16. The carrier undertakes to deploy foreign drivers from third countries only with the required work permit and must ensure that the foreign drivers have an official certificate with an officially certified translation in German in accordance with Section 7b (1) sentence 2 GüKG and carry it with them on every journey. In addition, the carrier must hand over all documents to be carried to Knoll for inspection upon request. The carrier must also include this obligation to present documents and the other obligations described above in the freight contract with the executing carriers and only use carriers that reliably fulfill the requirements of § 7b GüKG. The carrier is obliged to monitor compliance with these regulations by the performing carriers and must ensure compliance.
- 4.17. The carrier undertakes to Knoll to always comply with the minimum wage requirements and to pay the applicable minimum wage to all employees deployed in the implementation of the contract. In this context, the carrier undertakes to indemnify Knoll against claims for compensation arising from a breach of the minimum wage requirement incumbent upon it.
- 4.18. If culpable behavior on the part of the carrier or its employees, as well as the partner companies commissioned by it, results in Knoll being fined, the carrier agrees to reimburse Knoll for these fines to be paid. However, this only applies in the event that Knoll is not at fault.

## 5. Liability

If the carrier uses other partner companies or other carriers to fulfill its obligations under the freight contract entered into with Knoll, the carrier assumes liability for these subcontracted companies/carriers.

## 6. Applicable law and place of jurisdiction

- 6.1. The law of the Federal Republic of Germany applies exclusively to the entire terms and conditions of business between the carrier and Knoll, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 6.2. The place of jurisdiction is the registered office of Anton Knoll Rohstoffe GmbH & Co. KG in Geeste-Bramhar, i.e. Meppen Local Court or Osnabrück Regional Court.