



## General Terms and Conditions for Transport Services

These terms and conditions apply to all transport orders from companies in the LGI Group ([www.lgi.de/en/company/lgi-family/](http://www.lgi.de/en/company/lgi-family/)), ([www.lgi.de/en/kontakt/standorte/](http://www.lgi.de/en/kontakt/standorte/)), thereunder also ITG GmbH Internationale Spedition und Logistik and ITG Air & Sea GmbH. Contractors' general terms and conditions do not form part of the contract, irrespectively of whether they differ from or supplement these terms and conditions. These terms and conditions also apply if the LGI company placing the order (hereinafter known as "LGI") carries out the agreements without reserve and in awareness of a contractor's opposing or differing terms and conditions. The contractor provides transport services on the basis of applicable statutory regulations on haulage services and on the basis of mandatory European transport regulations (e. g. „CMR“). The following terms and conditions therefore have a supplementary function.

1. For the duration of the business relationship and for a period of one year after the business relationship comes to an end, the contractor undertakes not to carry out transport orders for customers of the LGI Group. This does not apply to the extent that customers of the LGI Group were already customers of the contractor at the time the business relationship began.
2. In accordance with relevant freight regulations the contractor is obliged to obtain insurance coverage of at least € 500,000.00 per transport order or damaging event for damages to goods or for delay under their contractual transport liability. This amount must also be provided by the insurer in the event of qualified damages, e.g. pursuant to Article 29 CMR. The limits of liability because of loss or damage of the whole consignment are limited divergent from in § 431 HGB intended amounts to an amount of 40 units of account for every kilogramme of the gross weight of the consignment. The liability regulations of the CMR for cross-border transportations remain unaffected.
3. The contractor confirms that he is in possession of the necessary freight and labour law permits and licenses and will not use employees or sub-contractors who do not satisfy these conditions. At LGI's request the contractor will present the necessary licenses. During controls, the contractor shall be obliged to present LGI or third parties contracted by LGI on demand all official documents to be carried for verification and/or provide any respective information; the contractor will instruct his staff accordingly.
4. The contractor will respect existing cabotage regulations.
5. The contractor undertakes to comply with the code of conduct for suppliers of the LGI Group ([www.lgi.de/downloads/](http://www.lgi.de/downloads/)).
6. The use of sub-contractors requires the prior written approval of LGI. The filled and signed sub-contractor release form ([www.lgi.de/downloads/](http://www.lgi.de/downloads/)) shall be submitted to the contracting LGI company. The contractor is entitled to engage the named sub-contractor only after written approval. In the event that sub-contracting is approved, the contractor must ensure that
  - i. the sub-contractors have valid insurance coverage in accordance with item 2 of these terms and conditions,
  - ii. comply with items 3 to 5 of these terms and conditions,
  - iii. waive their contractual right of lien as well as legal lien on the goods transported for LGI and
  - iv. will not place any further sub-contracting.
7. The contractor undertakes to comply with all duties due to the German Law concerning minimum wages (Mindestlohngesetz - „MiLoG“) and guarantees, that its sub-contractors will also pay their employees in accordance with the MiLoG in the case that those employees are providing labor performances in Germany and undertake to comply with the obligations due to the MiLoG. In addition the Terms and Conditions concerning MiLoG for LGI Contractors ([www.lgi.de/downloads/](http://www.lgi.de/downloads/)) will apply.
8. The contractor shall be obliged to pay a penalty in the amount of 5.000,00 EUR for any case of violation of respective duties due to the MiLoG or due to these terms and conditions in relation to the MiLoG.
9. The contractor shall indemnify LGI from all and any claims asserted by third parties, including claims for compensation, fines and cost concerning the assertion of rights, because the contractor has violated its obligations agreed upon in these terms and conditions, especially with regard to its duties in accordance with the MiLoG or because contractor's sub-contractors violated their duties with regard to the MiLoG.
10. The contractor examines the load to ensure that it is properly stowed and safe for transport and confirms that they have sufficient loading material (lashing straps, edge protection etc) and that the vehicle used is technically fit. The loading area must be clean and free of odours. Unless otherwise agreed it is forbidden to take additional loads or to transfer loads to another vehicle.
11. The LGI Safety Regulations ([www.lgi.de/downloads/](http://www.lgi.de/downloads/)) must be observed at all LGI premises. LGI employees are instructed to immediately cease loading and unloading activities in the event of non-compliance with these Safety Regulations. Suppliers' own drivers plus any subcontractors they engage must be informed about these Regulations.
12. If the contractor is instructed by LGI to exchange pallets or other loading material, any pallets not exchanged will be charged to the contractor. When instructions are given to swap pallets care must always be taken to keep a written record of the pallets carried. In the case that a pallet exchange is agreed the exchange follows the Bonn Regulations about pallet exchange ([www.dslv.org](http://www.dslv.org)). The appropriate exchange criteria of the European Pallet Association ([www.epal-pallets.org](http://www.epal-pallets.org)) are valid for loading tackles.



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13. Accepting a consignment an examination according to terms of items is basically agreed. Visible packaging defects, obviously insufficient labelling of the cargo items and obviously incorrect or incomplete entries in freight documents, especially differences between the stated and actual number of cargo items, are to be reported to LGI without delay and noted in writing on the freight documents.
  14. The vehicle must not at any time be unattended during transport and waiting times.
  15. Costs incurred because the contractor does not meet agreed deadlines will be charged to the contractor.
  16. The contractor is to confirm freight orders immediately by fax or email giving the vehicle registration number.
  17. The freight rate given in the freight order includes all costs and surcharges, is net of statutory taxes (e. g. VAT) and is payable 30 days after receipt of the invoice/issue of the voucher and the copy of the stamped original CMR note, otherwise according to individually agreed payment term.
  18. If the transport order includes particular terms and agreements these must be observed without fail as otherwise no payment can be made for the transport.
  19. The original freight documents must be presented to the party placing the order within 10 business days of carrying out the transport. If this deadline is exceeded LGI is entitled to charge a processing fee of € 50.00. Other claims of LGI remain unaffected. The contractor may demonstrate that a lower processing fee is justified.
  20. LGI is entitled to offset due claims , e. g. claims for damages or penalties and indemnity claims in accordance with e.g section 8 of these terms and conditions against the contractor's transport receivables.
  21. The contractor waives his contractual right of lien as well as his legal lien on the goods transported on behalf of LGI.
  22. The contractor expressly undertakes to comply with applicable regulations on driving hours, rest periods and working hours.
  23. The contractor is obliged to notify LGI immediately about any delays, damages, likely waiting times or other circumstances which could prevent the agreed deadlines from being met. Fires, accidents and (burglary) thefts are also to be reported immediately. The contractor bears the consequences of a delayed notification.
  24. Transporting dangerous goods, the contractor must ensure that the consignor consigns written instructions according to ADR chapter 5.4.3. These instructions shall be stored in the driver's cab in such a way as to make them easy to locate throughout the whole duration of the transport. Furthermore the contractor must make sure that the equipment for personal and general protection according to ADR chapter 8 is available completely and in perfect condition on board of the vehicle.
  25. Notices of liability to the contractor via telefax or email shall suspend the period of limitation.
  26. If not agreed otherwise, waiting times for loading and unloading up to 3 hours won't be refunded. Exceeding the loading or discharge time for reasons not falling within the contractor's sphere of risks, the principal shall pay the contractor the agreed or an adequate demurrage as reimbursement.
  27. Waiting times must be confirmed by the dispatcher/recipient on the way bill (CMR), stating the date and time and affixing the company stamp and signature.
  28. The contractor complies with regulations according to ISO 9001 and ISO 14001. Upon LGI's request the contractor will submit the suitable valid ISO certificates and maintain these certificates throughout the duration of the business relation.
  29. The order is subject to the laws on freight haulage in force in Germany unless CMR provisions are mandatory. Pursuant to the choice of the principal the place of jurisdiction shall be Stuttgart or Munich.
- Amendments and additions to this agreement must be in writing. Any waiver of this in-writing form must also be in writing.