

# Offer- and Trading Terms and Conditions

Effective June 2016

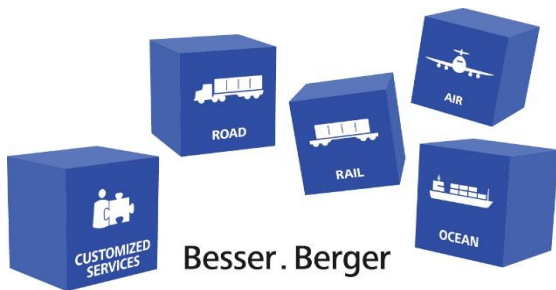
## Offer- and Trading Terms and Conditions of Berger Logistik GmbH

We work exclusively according to the General Austrian Forwarders' Terms and Conditions (AÖSp) and the bill of lading terms and conditions of Berger Logistik GmbH as well as the transportation, transshipment, warehousing, port and bill of lading terms and conditions of representing shipping companies or commissioned companies. The General Austrian Forwarders' Terms and Conditions (AÖSp) and the bill of lading terms and conditions (which are on the back of the bill of ladings) are available on our homepage [www.berger-logistik.com](http://www.berger-logistik.com). We provide the bill of lading terms and conditions or general terms and conditions of business of representing shipping companies or commissioned companies on request.

Our offer is non-binding and is based on the shipment data you mentioned, currently valid prices, charges, exchange rates and other fees for all persons involved in the transport service. The offered prices shall apply subject to available shipping space and empty containers. All mentioned surcharges are valid until revoked and subject to the introduction of additional surcharges. All mentioned freight rates are only valid for shipping with our partners. The selection of the shipping companies is at our discretion. Multimodal transports and shipments are carried out principally with signing a multimodal bill of ladings from the Berger Logistik GmbH or a bill of ladings from the shipping companies we represent.

You are responsible for the suitable loading and packaging of goods for transport and optimized appropriate to the operational demands. You are responsible for the proper load securing, packaging suitable for transport and stowage in the container. We accept such services only at the express written order and additional charge. Also for services like (packaging services, stowage services, container stuffing, crossdocking services, etc.) are applied expressly the provisions of AÖSp. When using packaging made of solid wood, the International Standards before Phytosanitary Measures (ISPM 15) must be considered.

In line with international standards on the verified gross mass (VGM) of sea freight containers, shippers must provide the VGM using SOLAS, the VGM submission template (<http://www.berger-logistik.com/en/terms/>), at the latest when containers are delivered. A container cannot be loaded onto the ship until its VGM has been submitted. As the client and shipper, you are responsible (regardless of negligence or fault) for all financial losses relating to a missing, incorrect or incomplete VGM notification and must immediately indemnify Berger on request from all claims, expenses etc. in relation to a missing, incorrect or incomplete VGM notification. Berger has no liability for any damages associated with a missing, incorrect or incomplete VGM notification. In



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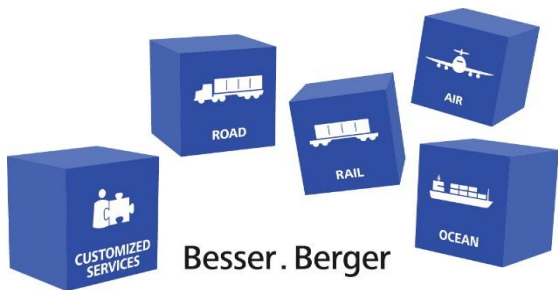
the event of a missing, incorrect or incomplete VGM notification, Berger is entitled, at the client's cost, to refuse and cease loading and onward transport, and to unload the container and place it in interim storage.

Insofar as ordered empty containers, WAB or other transport containers for loading are at disposal ("Shipper's load, stow and count"), they must be inspected immediately on delivery for external integrity and suitability for loading. The use of such a container is considered to be confirmation of the accuracy and suitability for use. Unless otherwise agreed, you are responsible for sending back the empty containers in a clean condition inside to the place mentioned by the carrier within 3 days. If the containers are not sent back within 3 days, you are liable for delay and demurrage at the rates applicable in that country for container delay fee (demurrage) or container rental (detention) and additionally other damages and costs due to returning too late or not returning, including accrued costs or damages for the shipper or his authorized representative during the retrieval of the container. In the event that Berger has assumed responsibility for returning empty containers, you accept the reimbursement of all costs, charges and expenses of any sort resulting from acts or omissions by you, by your contractor and attributable third (receiver) and / or delays of any kind incurred / caused (including official measures, for example, custom).

Goods, which are dangerous goods or may become, can only be offered for carriage to Berger, if their kind, type, name, labeling and classification is communicated to Berger in written form and with prior written consent of Berger, regardless whether they appear in official or unofficial, international or national codes or agreements. In addition, the container and the packaging in which the goods are transported and the goods itself have to be clearly marked outside, with the indication of the type and quality of the goods. You must comply with all applicable laws, rules and regulations as well as regulations of customs, port and other authorities and all duties, taxes, charges etc. and pay for, as well as for all accrued or incurred penalties, levies, charges and damages.

Since the liability of Berger is limited, we recommend the coverage by a transport insurance. The provision of the delivery with transport insurance will only be carried out on written request. The declaration prescribed by the AÖSp carrier's insurance pursuant to the provisions of the carrier's insurance certificate (SVS) is, however, covered by us. The covering is done without explicit written order for supplementary insurance on the basis of the basic coverage of € 1,453.46 (§ 6 letter b Zi. 2 SVS-conditions).

An agreement of a value or interest declaration cannot be agreed. We expressly reject any kind of value or interest declaration, in particular those that might increase liability limits in international conventions. We expressly point out that any kind of notification of contract value, value of goods (etc.) - in whatever way (in invoices, orders, delivery notes, offering etc.) - leads in no case to an agreement on a value or interest declaration, even if there is no explicit objection from the Berger Logistik GmbH. An agreement to increase or



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waiver of liability limits that are specified in the contractual conditions or in international conventions is not possible.

The customer agrees that these provisions, as well as the AÖSp (in sea transport and multimodal transport) the bill of lading terms and conditions for all future transactions, regardless of any subsequent explicit reference, apply, especially in oral, by telephone or fax orders. Different conditions of the customer which are not expressly approved by Berger, are non-binding, even if they are not expressly objected hereto. The above conditions do not affect the application of conventions in so far as its provisions require absolutely different arrangements.

All disputes between the parties to the dispute, exclusive authority is given to the appropriate courts of 6330 Kufstein.