

1. Scope and Inclusion of Other Provisions

DACHSER & KOLB operates on the basis of the General Terms and Conditions of DACHSER & KOLB GmbH & Co. KG.

Transportation and services are based on a Moving Contract which lies within the scope of Section 451 of the German Code of Commercial Law (HGB), furthermore, the General Terms and Conditions and the Liability Information for the Moving Company are in accordance with Section 451g of the German Code of Commercial Law (HGB) apply.

In the division of transportation of goods which are not classified as moving goods within the scope of Section 451 HGB, particularly when executing the transportation of new furniture within the realm of new furniture logistics as well as furniture transportation and additional loads, the German Freight Forwarders' Standard Terms and Conditions ADSp, in their latest version, are also applicable. Furthermore, the agreed Contractual Basis for Furniture Logistics are also applicable in this respect.

With respect to the execution of storage/warehouse services, the latest version of the ALB (General Storage Conditions) for German furniture transportation are also applicable.

Our client's General Terms and Conditions are not applicable.

The following Contractual Basis for Furniture Logistics are also applicable in addition to any subsequent agreement regarding the implementation of new furniture transports, furniture transports and additional loads, the same applies for part loads as for full loads.

2. Value Added Tax

All prices are subjected to the statutory VAT according to German VAT Act (UStG.)

3. Price Fixing

In this regard, price fixing is only applicable to all pricing that can be directly influenced by DACHSER & KOLB GmbH & Co. KG. The following expenses are not subject to change such as, taxes, expenses and fees as well as national and international duties and are therefore expressly excluded from same. All agreed upon prices and tariffs are valid for a maximum of one year from the commencement of the service.

4. Tariff Table

The freight costs are calculated per unloading point and per 0.1 m³ or respectively per 15 kg, a minimum of 1.0 m³ per unloading point is required. The larger dimension (0.1 m³ which is equivalent to 15 kg) applies as the basis for invoicing. The chargeable weight or respectively the actual volume including packaging is always decisive. The sender is obliged to truthfully convey the freight weights/sizes.

5. Tolls

Road usage fees (Tolls) are additionally charged subject to the freight distribution and cost. The increase in the German or foreign (also transit country) road tolls leads to a proportionate increase in the freight charge.

6. Diesel Surcharge

From 1.40 € net / liter diesel in accordance with the published Index of the Economic Association of Fuels and Energy Registered Association we apply a fuel surcharge of 1.50% on all transportation charges; For every further increase of 0.05 € net / liter of diesel, there is a further price adjustment of 1.50%.

7. Location of Receipt of Goods

In the event a Dachser & Kolb branch is defined as the place of acceptance of the goods, the transportation and delivery to this Dachser & Kolb branch is the responsibility of the consignor. If a warehouse belonging to the consignor is agreed upon as the place of acceptance of the goods, Dachser & Kolb must collect the goods (pre-carriage) from the consignor. In case of doubt, the pre-carriage does not form part of the agreed upon freight rate.

8. Delivery of Goods

The goods are required to be properly packaged and labeled when they are handed over to Dachser & Kolb or to a freight carrier acting on behalf of Dachser & Kolb. For damages to goods that are not professionally and adequately packaged in correlation with the value of the goods referenced, Dachser & Kolb shall not be liable. Dachser & Kolb is not obligated to take acceptance of unpackaged or unlabeled goods.

9. Additional Services

Services along with additional services are individually agreed upon with the customer/consignor for each individual transport order and do not form part of the General Agreement. We would like to further indicate that with a service provision of 2 personnel units (2-man handling) per transport unit, the respective services on site (working hours / installation work) can therefore only be completed by 2 personnel units.

10. Waiting Period

Waiting times during loading and unloading exceeding more than 30 minutes, which solely lie in the accountability of the consignor or recipient, are at the expense of the customer. The calculation is based on the time per transport unit and personnel according to the standard or agreed remuneration. The standard remuneration is 30.00 € net per personnel unit and per transport unit for each hour commenced.

11. Operational Time

The period of time between acceptance of the goods by Dachser & Kolb and delivery to the recipient (delivery time) is generally given as the standard deli-

very time and therefore, enunciates the general expected time span. Liability for the operational time is expressly not agreed upon.

12. Franking

a. free curbside delivery means: the consignor bears the costs of transportation, and the place of delivery is public property, which is directly located on the property boundary, and whereby the public property is accessible on public roads with a removal van (7.5 t.) without any restrictions.

b. free delivery to the door means: the consignor bears the costs of transportation, and the place of shipment is either public or private property of the recipient with

delivery behind the first locked door, whereby the driveway is unrestrictedly accessible by public roads with a removal van (7.5 t.). The removal path is paved (asphalt, stone, concrete) and not more than 10 m to the final transfer point. All passages are free and can be accessed without the aid of tools.

c. In the case of franking free curbside or free to the door delivery, the following is also applicable: HGB and ADSp. In case of doubt, loading and unloading is carried out by the consignor / recipient.

d. free delivery to the point of use means: the consignor bears the costs of transportation, and the place of shipment is the place of use. Delivery up to max. 4th floor (without elevator) or else the 1st basement level (without elevator) without changes to the building and without the use of aids. All delivery addresses can be reached with a moving van (7.5 t) on public roads without restrictions. The removal path is paved (asphalt, stone, concrete) and not more than 100 m to the final transfer point. All passages are free and can be accessed without the use of aids. The HGB and ADSp are also applicable.

e. Franking freight collect, means that the recipient bears the responsibility of the freight cost, which is excluded as a matter of principle.

f. As far as physical activities, in particular the carrying of goods, is a component of the services, regardless of the franking, whereby the agreements relate to shipments whose number of packages does not exceed 10 per 1.0 m³ or 150 kg, with a single package weighing a maximum of 100 kg. In the event the use of tools such as for example a pallet truck or furniture trolley is possible, then individual packages weighing up to 400 kg may be included.

13. Execution of Services / Use of other Carriers

The inclusion of third parties as service providers is expressly reserved and is subject exclusively to the decision of the carrier or the contractor.

14. Old Equipment Service

The agreed upon service of taking back old devices is subject to the following conditions, the old device must be dismantled, and disconnected from all connections, it must be emptied and made freely accessible for removal. The customer is always liable for additional work. The agreed fee for the transportation service for the return of old devices is based upon the assumption that the return of old devices takes place concurrently as the delivery. The transportation of the old device ends up in the respective regional depot. A nationwide collection point does not form part of the old equipment return fee.

15. Installation

The agreed upon water connection service is based on the assumption that the new device can be placed where the connection is located without further work, and the water connection located on the wall corresponds to the usual standards and is also freely accessible, functional and ready for installation. Solely connection work is carried out, no repair services. The customer is always liable for additional work.

16. Liability

The HGB in conjunction with the ADSp (latest version) are in force and effect with respect to the transportation, handling and storage. In the case of transactions based on a moving contract within the scope of Section 451 of the German Code of Commercial Law (HGB), the furniture hauler's liability is in accordance with Section 451e of the German Code of Commercial Law (HGB) for loss or damage and is limited to an amount of 620.00 € per cubic meter of loading space. The latest version of the ALB (General Storage Conditions) for German furniture transportation also applies to the execution of storage / warehouse services.

17. Binding to the Offer

Offers are always non-binding and subject to change until the final contract is signed.