

# GENERAL BUSINESS TERMS AND CONDITIONS FOR TRANSPORT, FREIGHT AND FREIGHT FORWARDING SERVICES WITH (SUB-)CONTRACTORS

(as at: 01.12.2024)

1. SCOPE OF APPLICATION

- a. The following General Terms and Conditions (hereinafter "GTC") shall apply to all orders between SCHNELLECKE LOGISTICS SE and its companies affiliated with SCHNELLECKE LOGISTICS SE within the meaning of section 15 AktG [German Stock Corporation Act] (hereinafter referred to as "Customer") with business entities (hereinafter referred to as "Contractor") regarding the carriage of goods by motor vehicle in national or international road haulage transport.
- b. The exclusive basis of our contractual declarations, in particular bids and acceptances, are these term and conditions. The Contractor acknowledges the validity of the term and conditions upon conclusion of the contract, at the latest upon delivery/fulfillment of the order. Unless otherwise agreed in writing, our terms and conditions apply exclusively.
- c. Deviating General Terms and Conditions of the Contractor, as well as ADSP (General German Freight Forwarding Terms and Conditions) or VBGL (German Contract conditions for road haulage, freight forwarding and logistics operators), are not applicable. Incidentally, the statutory regulations for the freight business (Sections 407- 450 HGB [German Commercial Code]) respectively the freight forwarding business (Sections 453 - 466 HGB) shall apply if not otherwise regulated below. The mandatory Provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply to cross-border transports. Insofar as the validity of the ADSP or other General Terms and Conditions should be agreed, these shall apply subordinate to these GTC.
- d. These GTC shall apply to all future orders with the Contractor in the case of ongoing business relationships, even without further reference.
- e. Deviations from these GTC as well as all contract amendments, supplements and ancillary agreements must be made in writing. Verbal ancillary agreements shall not have been made.

2. CONCLUSION OF THE CONTRACT

- a. Orders will be placed in writing, orally or by telephone or in an electronic form (via data transmission, web portal or e-mail).
- b. If a framework contract exists between the Customer and the Contractor, then the Contractor undertakes to accept and carry out said orders without delay or after a corresponding call-off order by the Customer.
- c. If no framework agreement exists between the Customer and the Contractor, the individual order shall come into effect upon receipt of the order by the Contractor and its actual execution.
- d. Should the Contractor not be able to carry the order out, no matter for what reason, it must inform the Customer hereof without delay.

3. SERVICE PROVISION

- a. The loading and unloading dates agreed with the Customer are fixed dates. The Contractor shall ensure that the goods are taken over at the place of loading in time within the agreed time horizon, are transported and delivered to the recipient at the place of destination within the deadline as well as loss- and damage-free, stating the time slot ID and the truck license plate number. The earliest arrival time at the control point is 1 hour before the time slot. For MAN locations, the following applies differently: The earliest arrival time corresponds to the start of the time slot. If arriving earlier, alternative parking spaces must be used. The latest arrival time at the control point is 15 minutes before the start of the time slot. The time slot is free for 5 hours. Each additional ½ hour is charged at €15.00, up to a maximum of €240.00 per calendar day.
- b. In the event of non-provision of a vehicle on a date agreed between the parties or the provision of a vehicle that is not suitable for carrying out the specific transport (e.g. with non-roadworthy vehicles) the Customer will charge the costs for procuring a substitute vehicle at least, however, €70.00.
- c. In the event of non-compliance with the site regulations or a procedural breach during loading or unloading on the plant premises of the respective Customer by the Contractor or one of its vicarious agents and a resulting imposition of a contractual penalty by the Customer towards the Customer, the Customer shall be entitled to charge this contractual penalty in full to the Contractor. The Customer shall provide the Contractor with a schedule of contractual penalties upon request.

- d. The Contractor shall inform the dispatch department of the Customer without delay by telephone, text message, e-mail, fax or in any other manner about take-over, transport and delivery impediments as well as indications of delays, deviations compared to the placed order (such as deviations in quantity, damages) as well as about all other interferences to service and dangers, also if they are a consequence of an unavoidable event or of force majeure, and will obtain its instructions. The full-time availability of the Customer's scheduling department is guaranteed. Furthermore, the Contractor shall keep the Customer informed of the progress of the order during its execution. The Contractor's driver shall also always be available to the Customer by telephone.
- e. The Contractor is responsible for the loading and unloading of the goods (transport-secure loading and operationally safe loading), their securing on the vehicle and their sufficient guarding, insofar as not otherwise agreed in an individual case. If the loading is carried out by the Customer in an individual case without such an agreement, it shall act as vicarious agent of the Contractor.
- f. The Contractor has to document the take-over and delivery of the goods truthfully and completely. With the take-over of the goods as well of the goods and at each subsequent interface, the Contractor shall check the packages for completeness and identity as well as at further interface the Contractor will examine the parcels for completeness and identity as well as for externally visible damage and intactness of lead seals and locks and document possibly determined irregularities in writing. The Contractor will have occurred irregularities confirmed in writing by presenting all details by the party, from which it took the goods over and by the party, to whom it hands over the goods. The interface is each transfer of the goods from one legal entity to another as well as the delivery at the end of each transport route.
- g. The Contractor shall send the freight documents (bill of lading, receipts, form "consignment receipts") for acceptance and delivery of the goods to the Customer immediately in the original, complete and acknowledged (receipt stamp, date, signature), but no later than 5 days after delivery to the recipient, by postal, electronic or digital (www.websped.schnellecke.com) transmission. In the case of freight documents for the VVW Group, the following must also be sent: Yellow Consignment Note with freight payment imprint. For MAN freight documents, the following must also be sent: Document "Compensation for expenses". In the event of late delivery, the Customer shall charge the Contractor an amount of €50.00 per order.
- h. The Contractor undertakes to check the suitability of the packaging for the proper execution of the transport before taking the goods, insofar as this is deemed reasonable for it. In case of defects or misgivings with regards to the packaging the Contractor has to report this to the Customer without delay. Should no report of defects have been made by the Contractor, the presumption will apply that the goods, which were taken over, were properly packed, labelled and handed over.
- i. The Contractor is obliged to return pallets (euro pallets and mesh boxes) in the same quantity, type and quality to the Customer within a period of 2 weeks after acceptance of the consignment, without charging freight, as it has accepted from the Customer for the fulfillment of this order. Cologne pallet exchange shall be deemed agreed, unless otherwise agreed. If the deadline is exceeded and a one-time reminder is issued, the Customer shall charge the Contractor €12.50 per pallet and a one-off processing fee of €15.00 per order.
- j. The Contractor shall only be entitled to use subcontractors with the prior written consent of the Customer. Otherwise, a highly personalized service shall be deemed to have been agreed.
- k. If a third party performs the agreed service instead of the Contractor, the Contractor shall be obliged to ensure, through appropriate agreements with the third party and through ongoing checks, that this third party and its vicarious agents comply with the statutory and contractual obligations of the Contractor, in particular the provisions of sections 4 and 8 of these GTC. The Contractor shall be obliged to compensate all damages incurred by the Customer as a result of the breach of the obligations under this clause.
- l. The Contractor shall ensure that the goods are only parked on sufficiently secured premises and guarded or locked parking lots or depots and protected against theft. The Contractor must notify the Customer immediately of any unscheduled stops.
- m. If liquidated damages are calculated in accordance with sections 3. b, g and i, the Contractor shall be entitled to prove that no or less damage has actually been incurred. Even after calculating liquidated damages, the Customer shall be entitled to prove that it has incurred higher damages.

OBLIGATIONS OF THE CONTRACTOR

- a. The Contractor assures that it has the permits and authorizations which are necessary for the transport according to sections 3, 6 of the German Road Haulage Act (GüKG), trade law and other statutory regulations. The Contractor will report the loss or the refusal of a necessary permit to the Customer without delay. Furthermore, the Contractor will submit to the Customer at any time upon request an excerpt from the commercial register and/or a business registration as well as a current certificate of good conduct for his person or for his executive bodies and for his vicarious agents. The Contractor assures that there are no entries owing to asset or traffic offences in the aforementioned police conduct certificates.
- b. The Contractor shall ensure that the services are carried out within the scope of the legal provisions applicable for it and its vicarious agents, in particular by complying with the regulations governing working hours for driving personnel (social regulations). The Contractor shall in particular ensure that it and subcontractors - if applicable - comply with the regulations of the law governing the strengthening of the tariff autonomy (German Collective Bargaining Autonomy Act), in particular the obligation to pay the minimum wage according to the German Minimum Wage Act (MiLoG). The Contractor assures that it shall satisfy the reporting obligation pursuant to section 16 MiLoG towards the authorities and, at the Customer's request, will prove this in writing. The Contractor assures that it no official or court sanctions were imposed upon it in the past owing to breaches of these or other statutory obligations (insofar as already applicable to it) in the field of wage payments, in particular in this context it has not been excluded from public orders. The Contractor will report to the Customer immediately, if such breaches or exclusions should occur during the term of the contract. Furthermore, the Contractor shall conclude identical or at least corresponding agreements with its subcontractors (sub-freight forwarders) and shall pay these remuneration, which enables a payment of the minimum wage to their employees. The Contractor will indemnify the Customer from all claims, in particular of fines, which are asserted against the Customer in the event of a breach of the statutory regulations described above.
- c. The Contractor shall also ensure that, in the case of carriers from non-EU countries, a corresponding permit to perform the contractual service in accordance with section 7b I GüKG is available. The permit must be in the form of an official certificate with an officially certified translation in German and must be carried during every journey.
- d. The Contractor will strictly comply with the relevant regulations regarding the transport of hazardous goods. For the event that hazardous goods are to be transported, insofar as necessary, it shall only use personnel and vehicles, which have an ADR certificate or hazardous goods equipment according to GGVSE.
- e. The Contractor assures that it shall always comply with the statutory regulations concerning cabotage.
- f. The Contractor guarantees for itself and its subcontractors that it will comply binding with the conditions for the law governing the combatting of illegal employment in commercial road haulage (GüKBlllGB).
- g. The Customer will only use vicarious agents, which have the necessary knowledge and skills as well as the necessary reliability for the execution of the transports. Persons who have a criminal record because of asset-related offences, in particular owing to theft, embezzlement and robbery or because of traffic offenses, may in no way be used to fulfil the contractual services.
- h. The Contractor will make current lists of the names of the assigned personnel as well as the names of the assigned sub-freight forwarders and their assigned personnel available to the Customer upon request at short notice and report any changes to the lists. The Customer is entitled to store and use the data for the contractual purpose by taking the provisions under data protection law into consideration.
- i. The Contractor shall carry the necessary documents and all other legally required papers on every journey and hand them over to the Customer or a third party commissioned by the Customer for inspection upon request. Furthermore, the Contractor shall allow the Customer and third parties commissioned by the Customer to carry out vehicle inspections at any time. The Contractor shall issue corresponding general instructions to its personnel.
- j. The Contractor will confirm in writing that it has taken over the equipment and other items provided to it by the Customer for use. It shall carry and use these items exclusively for the contractual purpose. The Contractor will carefully manage the items provided to it and protect them against

loss and damage. The Contractor shall return these items to the Customer in perfect condition at any time upon request, but at the latest upon termination of the contract. Means of transportation shall be returned immediately upon completion of the respective transport for which they were used.

- k. Reloading is principally forbidden and may only be carried out with the written consent of the Customer.
- l. The Contractor shall permit the Customer to carry out controls with regard to the compliance with all applicable legal provisions itself or through third parties at all times. The Contractor will assist with these controls and will cooperate closely with the Customer or the third party named by the Customer.
- m. Legally prescribed rest periods by the Contractor's carrier may not take place within the factory premises. The Contractor's carriers must comply with the prescribed occupational safety regulations on the factory premises, in particular the wearing of high-visibility vests, safety helmets and safety shoes.
- n. If the Contractor breaches subclauses 4.a to 4.k, the Customer can refuse to load the vehicle and request the provision of a vicarious agent respectively vehicle which fulfils the prerequisites of this agreement without delay or terminate the transport contract with immediate effect. The Contractor is obliged to compensate all damages, suffered by the Customer by the breach of the obligations according to this subclause.

5. VEHICLES USED

- a. The Contractor assures that the vehicles are in a technically impeccable, clean and roadworthy condition with dry and odor-neutral loading space, which have been repaired and maintained pursuant to the intervals stipulated by law or by the manufacturer. Vehicles should principally be used, which comply with the current standards, in particular the current Euro pollutant standards. Exclusively vehicles may be used, which offer protection against impacts of weather and have the necessary load securing equipment, so that the goods are secured against loss and damage, in particular against access by unauthorized persons, at all times. A sufficient quantity of suitable load securing equipment (min. 15 tension belts Ä 2,500 daN (trailer) or 16 pcs. Ä 2,500 daN (articulated trains), anti-slip mats 1 pc. per pallet space, edge protectors 30 pcs., tension boards 2 pcs. (trailer) or 4 pcs. (articulated trains)) must be carried.
- b. The vehicles must be equipped with a permanently operational communication system during the execution of the order.
- c. Parked vehicles are to be locked and secured.
- d. The vehicles must be suitable for side and rear loading and unloading and be equipped with a lifting roof with loading height of at least 3.05 m.

6. REMUNERATION

- a. The Customer shall pay the agreed remuneration. The term of payment shall be 30 days from the date of invoice, unless otherwise agreed by the parties. The application of section 415 II, III HGB is excluded. In deviation from section 421 III HGB, the Contractor may only claim demurrage if the time slot for delivery to the consignee has been observed and the Contractor can present a truck slip acknowledged by the Customer. In the event of non-compliance with the respective works regulations on the part of the Contractor, the demurrage claim shall lapse.
- b. The Customer reserves the right to settle in credit note procedures. With the settlement in the credit note procedure the Contractor receives the freight amount agreed with the Customer confirmed with each loading / transport order.
- c. Payment by the Customer shall only become due when the Contractor has provided all evidence (freight documents plus customer-specific documents) of delivery of the goods in full and has issued the Customer with an invoice for the order.

7. LIABILITY

- a. The liability of the Contractor is oriented to the provisions of the German Commercial Code (HGB), if not otherwise agreed in this section. In cross-border transports the mandatory provisions of the CMR shall apply, if the CMR features a loophole in the regulations, the regulations of German law shall additionally apply.

- b. In accordance with section 449 II 1 HGB, the compensation to be paid for loss of or damage to the goods is limited, in deviation from section 431 I, II HGB, to up to 40 units of account (SDR) for each kg of the gross weight of the shipment, if and insofar as the Customer has a correspondingly high liability in the external relationship with the Customer, for which he can be held liable. Any higher statutory liability of the Contractor shall remain unaffected by the above provision.
- c. The CIF price plus 10% shall be applied as the replacement value for damage caused by loss of or damage to the goods between receipt and delivery.
- d. The Contractor shall be liable for the loss and the damage to the operating equipment provided to it by the Customer for use and other objects according to the statutory provisions. In the event of a damage the Customer can carry out the repair itself at the Contractor's costs. Irrespective thereof the Contractor also has to compensate further damages, which are suffered by the Customer as a result of the loss or the damage or by a misuse of provided objects. In the event of the late return the Customer is entitled to request a flat rate compensation for the loss of use, which shall correspond with the standard change for the rental of the affected operating equipment and other objects.
- e. The Contractor shall be liable for all damages, which are caused by it, the vehicles used by it and the drivers. The Contractor shall also be liable towards the Customer for the actions of the sub-freight forwarders commissioned by it as well as for its other vicarious agents.
- f. The Contractor will indemnify the Customer within the scope of its liability towards the Customer from all claims under civil law, which are asserted by third parties against the Customer owing to its conduct or owing to the conduct of its vicarious agents. The Contractor shall in particular indemnify the Customer, at first written request, within the scope of its liability towards the Customer from all claims under civil law asserted by third parties against the Customer from claimed breaches of the Contractor or of a subcontractor against the Tariff Autonomy Act. Third parties within the meaning are in particular the employees of the Contractor or a subcontractor.
- g. The indemnification obligation of the Contractor shall also apply to all sanctions, fines or other measures under public law or claims under public law, which are asserted by legal entities under public law because of possible breaches of the Contractor or a subcontractor of the Tariff Autonomy Act.
- h. The indemnification obligation according to subclauses 7.f and g shall also compromise all costs, which are incurred in connection with the legal defense, e.g. lawyer's and court costs.

**8. EXTRAORDINARY TERMINATION**

- a. The right to extraordinary termination for good cause remains unaffected for both parties. Good cause shall be deemed to exist in particular if
- a) there is a serious breach of contract, in particular a repeated and sustained non-fulfilment or poor fulfilment of a performance obligation stipulated in this contract,
- b) the relationship of trust between the parties has been permanently shaken,
- c) insolvency of one of the parties occurs,
- d) insolvency proceedings are opened over the assets of a party, or the opening of insolvency proceedings is refused for lack of assets or
- e) the order associated with the service is terminated by the respective customer or is not extended.
- b. The exercise of the right to extraordinary termination requires - except in the event of the insolvency of a party, insolvency proceedings or termination by the Customer's client - a written warning with reference to the important reason, setting a reasonable deadline for restoring the contractual situation.
- c. Notice of termination shall be given by registered letter. If a deadline must be met, the date of receipt of the letter by the addressee shall be decisive.

**9. INSURANCES**

- a. The Contractor will insure itself to a sufficient amount, it will in particular conclude the following insurances:
- a) automobile liability insurance
- b) Business liability insurance
- c) Customary transport liability insurance at least according to section 7a GüKG as well as according to the CMR. The transport

liability insurance is also to be concluded for transport services, which are not subject to the CMR or the GüKG.

- b. The Contractor shall inform the Customer of the lapse of the insurance contract and the initiation of court payment order proceedings according to sections 37, 38 of the German Insurance Contract Act without delay.
- c. In the insurance contracts, insofar as permitted by law and possible according to standard terms and conditions in the insurance industry, it is to be stipulated that insurance benefits are to be provided directly to the Customer. Upon request the Contractor will assign its claims against the insurance irrevocably in lieu of payment to the Customer.
- d. The Contractor undertakes to also co-insure vehicle units or loading units used by third parties (e.g. semitrailers, swap bodies, etc.) in its transport liability insurance within the scope of the statutory provisions and to have this confirmed separately by its insurance. These shall be deemed as transport goods within the meaning of the contract.
- e. The Contractor will provide proof to the Customer at all times upon request of the timely premium payment, of the current scope of coverage and the scope of the assertion of claims against the transport liability insurance in the decisive insurance period.
- f. The Contractor undertakes to ensure that all claims for compensation asserted by the Customer are processed without delay and are reported to the cargo loss liability insurance of the Contractor. The Contractor will inform the Customer of the reference no. of the insurer.
- g. The Contractor will pursuant to section 7a GüKG carry the valid proof of insurance in the vehicle and submit this to the Customer upon request. If the Contractor does not satisfy this request then the Customer is entitled to award the order to another contractor or to transport the goods itself. Additional costs incurred hereby have to be reimbursed to the Customer by the Contractor.

**10. ASSIGNMENT / SET-OFF**

- a. The Contractor requires prior written consent to assign claims and to transfer the collection of claims against the Customer.
- b. The Customer is entitled to transfer the contract as a whole, with all rights and obligations, or individual rights arising from it to an affiliated company.
- c. An offsetting or retention against claims of the Customer is excluded, unless the due counter-claims of the Contractor are undisputed, have been declared final and binding or are ready for a decision.
- d. The Contractor is not entitled to assert rights of lien and rights of retention to goods handed over for transport, unless it concerns undisputed claims or claims which have been declared final and binding.
- e. The pledge of claims against the Customer is excluded, unless it concerns undisputed claims or claims which have been declared final and binding. The assignment of a claim of the Contractor is only effective towards the Customer if the Contractor reports this with all necessary details (order and accounts payable number, name, address and account number of the new creditor, amount, date of the validity of the assignment, etc.) and the Customer approves the assignment in writing.

**11. CUSTOMER PROTECTION**

The Contractor shall be obliged to protect the Customer's clients. It shall not accept orders for national or international transportation from the Customer's clients, for whom it acts on behalf of the Customer within the scope of the freight orders placed with it and with whom it comes into contact through this activity, either directly or indirectly via third parties, which correspond to the services to be provided for the Customer and specified in the respective freight order. He may not pass on such orders or his knowledge thereof to third parties. The scope of customer protection covers the territory of the Federal Republic of Germany. Contractual relationships already existing between the Contractor and the Customer's clients at the time of conclusion of the contract shall remain unaffected by these obligations. These obligations shall continue to apply for a period of one year in the event of termination of all contracts within the scope of these provisions. In the event of termination of the cooperation between the Customer and its clients, these obligations shall continue to apply for a period of one year from termination.

**12. INSOLVENCY**

- a. The Customer shall be entitled to withdraw from the contract in whole or in part or, in the case of continuing obligations, to terminate them if the Contractor ceases to fulfill its contractual obligations or if insolvency proceedings or comparable legal proceedings have been applied for by

the Contractor or, permissibly, by the Customer or another creditor.

- b. The Customer shall also have the right to terminate or withdraw from the contract in the event that insolvency proceedings or comparable proceedings are opened against the Contractor's assets, or the opening of such proceedings is rejected due to lack of assets.
- c. The same shall apply in the event of the occurrence or imminent occurrence of a significant deterioration in the Contractor's assets, which leads to a risk to the fulfillment of liabilities to the Customer.

**13. NON-DISCLOSURE**

- a. The mutual obligations of confidentiality shall be determined in accordance with the rules of the respective project-specific order. If no provision has been made for this in the respective contract, the Contractor shall in any case be obliged to keep secret all illustrations, drawings, calculations and other documents and information ("Information") received which are recognizably subject to confidentiality and to use them only for the specified purpose. The information obtained shall only be made accessible by the Contractor to those employees who are also obliged to maintain confidentiality and only to the extent necessary for the purpose of providing the service.
- b. If the Contractor is to subcontract a subcontractor, this shall require the prior written consent of the Customer. After approval, the Contractor shall oblige the third party to maintain confidentiality accordingly. In the event that the third party breaches the confidentiality obligation, the Contractor hereby assigns to us all resulting claims. We hereby accept this assignment.
- c. The confidentiality obligation shall also apply for an indefinite period beyond the time of completion of the respective order, unless the Contractor proves that the information concerned was already generally known at the time of disclosure through no fault of the Contractor or was lawfully obtained from a third party or was already known to the Contractor through no fault of ours and without a breach of confidentiality by a third party.
- d. Documents that the Contractor has received in the course of its work must be returned to us immediately and without request after completion of the respective order. Information stored in electronic form must be destroyed accordingly. The Contractor shall not be entitled to exercise a right of retention to documents that we have made available to it.

**14. DATA PROTECTION**

- a. The Contractor undertakes to comply with the relevant data protection regulations, in particular the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG), when providing the contractual services as the responsible party or processor. Notwithstanding the further provisions in this clause, the Contractor shall be responsible for the lawful handling of the personal data provided to it by us for the provision of the contractual services. The Contractor shall also be responsible for compliance with the formal.
- b. The Contractor undertakes to process the personal data made available to it by us exclusively in a lawful and transparent manner, in good faith and exclusively for the provision of contractual services. Any further use of the data, in particular for the Contractor's own purposes or for the purposes of third parties, is not permitted. Furthermore, the Contractor shall limit the processing in terms of content and time to what is absolutely necessary and shall ensure the accuracy of the data and its integrity and confidentiality.
- c. The Contractor undertakes to take technical and organizational measures to safeguard the confidentiality, availability, integrity and authenticity of the personal data made available to it by us to the extent provided for by the relevant data protection regulations. This obligation also includes measures to ensure data protection through technology (privacy-by-design) and default settings (privacy-by-default).
- d. The Contractor undertakes to only deploy employees to provide the contractual services who have been familiarized with the legal provisions on data protection and the special data protection requirements of the Customer's order by means of suitable measures and, insofar as they are not already subject to appropriate legal confidentiality obligations, have been comprehensively obliged in writing to maintain confidentiality (formerly data secrecy).

**15. COMPLIANCE**

- a. The Contractor undertakes to recognize the Code of Conduct for Suppliers of SCHNELLECKE GROUP AG & Co KG. For existing business relationships, the Customer requires the agreement to also recognize the Supplier Code of Conduct in the context of a (follow-up)

order (procurement). The Contractor can only object to this in writing. The Customer points out that in this case a commissioning decision may be reviewed and the supplier evaluation may be negatively influenced.

- b. Code of Conduct for Suppliers can be viewed online at [www.schnellecke.com](http://www.schnellecke.com). At the request of the Customer, the Contractor shall provide evidence confirming compliance with the framework conditions defined in the Supplier Code of Conduct.

**16. FINAL PROVISIONS**

- a. Amendments or additions to the concluded contract must be made in writing. This also applies to a waiver of the written form requirement. Verbal collateral agreements are invalid.
- b. The law of the Federal Republic of Germany shall apply. The exclusive place of jurisdiction is the registered seat of the Customer, insofar as the Contractor is a merchant and if this is not opposed by any mandatory regulations.
- c. Insofar as the CMR applies, the parties agree upon the aforementioned place of jurisdiction as an additional place of jurisdiction within the meaning of section 31 I CMR.
- d. The place of execution is the registered office of the Customer. If it has several branches the place of execution shall be the branch, to which the order is directed.
- e. Should one provision of this agreement be invalid in full or in part or subsequently lose its legal validity, this shall have no effect on the validity of the other provisions. This shall otherwise have no effect on the validity of the concluded contracts. The parties will in such a case replace the null and void, invalid or unworkable provision by a valid or workable provision, which shall as far as possible correspond with the intent and purpose of the provision that is to be replaced and the other regulations of the contract.
- f. The original German version of these Terms and Conditions (available under: <https://www.schnellecke.com/de/ueber-uns/nachhaltigkeit-und-compliance/lieferantenmanagement>) is the only legally binding version. The English translation is provided solely for informational purposes and has no legal force. In case of any discrepancies between the German version and the English translation, the German version shall prevail.