

General Terms and Conditions (GTC) of Cerberus Services & Logistics GmbH

Poststraße 6, A-4063 Hörsching
FN 598673 b, Regional Court Linz
Status January 2023

1. Scope

- a) Cerberus Services & Logistics GmbH (hereinafter referred to as "Cerberus", "we" or "us") provides services in the field of transport, storage and logistics. The following General Terms and Conditions (GTC) apply to all contracts concluded between Cerberus and its customers (hereinafter referred to as "Customer"), unless otherwise agreed in writing. The GTC shall apply even if Cerberus does not expressly refer to them when concluding the contract.
- b) You can view our GTC at any time in our business premises or on our website <https://www.cerberus-logistics.at/agb>. We will gladly provide you with our GTC and inform you about the provisions.
- c) Any amendment or cancellation of our GTC, in whole or in part, is excluded. We do not recognize any conditions of the client that deviate from or contradict our GTC. This exclusion shall also apply if we have not expressly opposed the customer's conditions when accepting the order. Anyone wishing to place an order with us or to enter into legal relations with us agrees that this will only be done in accordance with our GTC and to the exclusion of any other conditions.
- d) The validity of the remaining provisions of our GTC shall remain unaffected if individual provisions are invalid in whole or in part. In place of an invalid provision, a valid provision shall apply that comes as close as possible to the meaning and purpose of the invalid provision and best serves our interests.
- e) Unless we have agreed otherwise in our written offer or our written order confirmation as well as in our General Terms and Conditions, the transport order and all our services as well as our liability for damages shall be subject to the statutory provisions, in particular the CMR (Convention on the Contract for the International Carriage of Goods by Road), which is binding for the transport contract pursuant to Section 439a of the Austrian Commercial Code. In the case of orders from entrepreneurs, the General Austrian Forwarders' Terms and Conditions (AÖSp), as amended from time to time, shall also apply.
- f) Our legal relationships and contracts are subject to the following sets of rules in descending order, insofar as there are no mandatory statutory provisions to the contrary:
 - our written offer / written order confirmation
 - our general terms and conditions (GTC)
 - the General Austrian Forwarding Conditions (AÖSp)
 - the generally applicable legal provisions in their order.In case of contradictions between the sets of rules, the above order applies.

2. Order and contract

- a) We reserve the right to change or revoke our offers at any time. Only our written order confirmation is authoritative for the contractual relationship with us. Changes or additions to offers / contracts are only valid if they are made in writing. The execution of an order from a client whose terms and conditions differ from ours does not constitute tacit acceptance of our client's general terms and conditions.
- b) We shall not be liable for the execution of orders or other communications received by us orally, by telephone, by telegraph or otherwise without written confirmation from either party, nor for the execution of communications to our warehouse, driving and escort personnel. The handing over of goods and documents of any kind to our employees or employees of third parties whom we use for the execution of the orders placed with us shall be exclusively at the risk of the Principal, unless it has been expressly agreed upon beforehand with us or one of our authorized employees.
- c) Neither our drivers nor our warehouse staff have the authority to bind us to third parties or to transfer our rights. We must confirm such declarations by these persons in writing in order for them to be valid.
- d) Our offers are non-binding and presuppose that they are accepted immediately and that the order in question is executed without delay, unless the offer contains a different deadline or condition. In addition, the offer must be expressly mentioned in writing when the order is placed.
- e) Excluded goods:
 - Goods that could be harmful to people, animals, other goods, means of transport or other objects, or that can easily spoil or rot.
 - Goods that violate legal or regulatory prohibitions regarding their nature, content, transportation or storage, etc.
 - Goods that have special requirements for their transportation, handling, loading, stowage, unloading and storage, etc., such as special design, handling and properties, special means of transport or loading, special packaging, special handling, special facilities (e.g. for temperature-controlled goods), special loading and unloading equipment, special skilled personnel, special safety precautions or permits, etc.
 - Goods subject to the regulations for the transport of dangerous goods.
 - Goods whose actual value exceeds 10.000,- EURO gross.
 - Shipments containing money, valuables such as precious metals, watches, jewelry, precious stones, etc., works of art, antiques, other valuables or other means of payment, check or credit cards, valid stamps, securities of any kind.
- f) We have the right, but not the obligation, to check shipments for possible transport prohibitions (see especially previous paragraph e) and also to open them for this purpose.
- g) If consignments with such prohibited goods according to paragraph e) are handed over to us without any special indication of their properties and without appropriate marking, we may refuse carriage and immediately unload the goods and store them at the customer's expense.

- h) The principal shall be liable to us without fault for any damage arising from such transfer of goods pursuant to paragraph e). In this case we are released from any liability and compensation towards the principal.
- i) If consignments are handed over to us with goods which cannot be transported, loaded, handled, unloaded, stored etc. with our possibilities or which cannot be transported, loaded, handled, unloaded, stored etc. as agreed or at the agreed date, we may refuse to carry out the transport, loading, handling, unloading, storage etc. and unload the goods immediately and store them at the expense of the principal. In this case we are released from any liability and compensation towards the client.
- j) We may also sell or dispose of such goods publicly or by private contract if the situation so requires or for important reasons, for example if the principal does not immediately take back such goods. The client shall be informed of the planned sale if possible. In case of imminent danger, we may also sell or dispose of such goods without prior notification of the Principal. The private sale and utilization shall be at the expense of the sender. We shall be released from any liability and compensation arising from such a sale.
- k) If we do not receive clear or feasible instructions, or if we are unable to obtain instructions in a reasonable time, we may, in the best interest of the Client, use our sole discretion as to how we perform the transportation, including, without limitation, what method, route or means we use.
- l) Unless we are expressly notified otherwise in writing, we may ship the goods with other goods in collective consignments (or on collective bill of lading). The issuance of a general cargo bill of lading shall not be deemed to be an instruction to the contrary.
- m) Only if we have agreed so in writing, we guarantee loading deadlines, delivery deadlines, unloading deadlines, a special treatment of goods or a certain sequence in the clearance of goods of the same mode of transport. The designation as fair or market goods does not mean that we will give the goods preferential handling.
- n) If the goods are marked as fragile or similar or have general warning signs such as "do not drop", "do not place at an angle", etc., this does not mean that we have to treat the goods specially or are liable for them more than usual. Only if we have agreed special handling or liability for the goods with you in writing and noted it in the waybill, it will be considered as an exception.
- o) If we are prevented from fulfilling our obligations in whole or in part through no fault of our own, e.g. due to strikes or lockouts, we shall be released from our obligations and liabilities arising from the orders concerned for the duration of these circumstances. In such cases, even if a firm acceptance has been promised, we may withdraw from the contract, in whole or in part, depending on the extent to which the order has already been completed. You have the same right if you can no longer reasonably be expected to continue the contract. If we or you exercise this right, we shall be entitled to either the agreed or reasonable freight and you must reimburse us for the costs incurred.

3. Order placement, information and data

- a) When placing the order, the Client shall provide us with all necessary data which are important and complete for checking the acceptability of the order in accordance with these Terms and Conditions, the performance of the carriage (such as: type, value, special properties, special requirements, bulkiness, packaging, size, weight, cubature of the goods, accompanying documents, etc.), and the calculation of the carriage charge.
- b) The client assumes liability for the correctness and completeness of the data supplied by him, regardless of his fault.
- c) The client is obliged to reimburse us for all costs incurred due to incorrect or incomplete data. We are not obliged to check the data for accuracy and completeness. Errors in the transmission of data or the loss of order data during digital communication with us shall be borne by the client.
- d) The customer shall be liable to us without fault for ensuring that all information, including the value information, provided to us as part of the order is accurate and complete, that his shipment is not a good that is excluded from carriage, that the shipment is properly packed, marked and addressed and that no applicable statutory provisions are violated by the carriage. The client shall indemnify and hold us harmless from and against any and all damages and disadvantages incurred by us as a result of inaccurate or incomplete information or improper packaging.
- e) We do not accept any transportation order in which a person other than our principal is to be liable for the transportation charge and the charge for our other services. If we nevertheless execute such an order, the principal remains liable to us for all charges.

4. Contract conclusion

- a) Our acceptance of an order placed by you shall only be effected by our express confirmation in which we specify all necessary data. Before that, our specifications are subject to change. Any contract can only be modified or amended with our written consent and confirmation to be valid and legally binding.

5. Liability

- a) Our liability for damages resulting from our services or actions presupposes that we are at fault.
- b) Our liability shall be governed exclusively by the liability provisions of the AÖSp, which provide for liability limits or exclusions or regulate the (reversed) burden of proof. As far as permissible, the injured party / claimant shall bear the burden of proof in all cases.
- c) Liability for damages caused by slight negligence is excluded.

- d) If damage to the goods was not externally recognizable or if, for other reasons, it is unreasonable to expect us to clarify the cause of the damage, the customer must prove that we are responsible for the damage.
- e) The principal may - in addition to the insurance option (see §§ 35 ff., 39 ff. AÖSp) - agree on a liability exceeding the maximum liability if he pays us a special remuneration. Such an agreement must be made in writing and noted in the consignment note to be valid.
- f) For all our forwarding and nonforwarding services, related or not to the forwarding business, for all our warehousing services, including pre-storage, intermediate storage and post-storage in connection with the performance of transports, we are liable exclusively on the basis of our GTC in accordance with AÖSp and exclude any liability if we cover the SVS / RVS / LVS.

6. Disclaimers

- a) Our liability is subject to the limitations and exemptions of liability under these GTC, the laws and the AÖSp.
- b) We shall not be liable if the loss, damage or delay of the delivery was caused by a fault of the person authorized to dispose of the goods, by an instruction of the person authorized to dispose of the goods for which we or our agent are not responsible, by special defects of the goods or by circumstances which we or our agent could not avert or the consequences of which we or our agent could not avoid.
- c) In particular, we shall not be liable for damage, including in particular damage caused by robbery, to unpacked or defectively packed goods, unless a special written agreement on liability has been made in advance; for goods which are deemed to be unpacked or defectively packed in accordance with the applicable transport regulations; these shall also be deemed to be unpacked or defectively packed vis-à-vis us; for obvious damage to the packaging which becomes apparent immediately or later; we may have these repaired at the expense of the customer, but we shall not be obliged to do so, but we shall not thereby assume any liability in excess of the preceding paragraphs; for damage caused by storage in the open if this was agreed or if other storage was not possible according to normal business operations or circumstances; for damage caused by criminal acts such as theft, extortion or robbery; for the direct or indirect consequences of any other event for which we are not responsible (such as, e.g. such as force majeure, weather conditions, defects in equipment or wiring, interference by other goods, damage caused by animals, natural alteration of the goods, delays or obstacles in loading, transporting or unloading, etc.).
- d) If the loss or damage has arisen from the special risks associated with one or more circumstances of the following nature, we are exempt from any liability: Use of open vehicles not covered with tarpaulins, when such use has been expressly agreed; lack of or defects in packaging, when the goods are exposed to loss or damage without packaging or with inadequate packaging; handling, loading, stowing or unloading of the goods by the shipper, the consignee or third parties acting on behalf of the shipper or consignee; natural characteristic of certain goods which exposes them to total or partial loss or damage, particularly by breakage, rust, internal spoilage,

- desiccation, leakage, normal shrinkage or exposure to pests or rodents; inadequate or incorrect marking or numbering of packages; transportation of live animals.
- e) If, according to the circumstances, damage could have arisen from one of the hazards referred to in paragraphs b) to d), it shall be presumed to have arisen from such hazards until the claimant proves otherwise.
 - f) We are not liable if we can prove that we have returned the goods as we received them, in terms of external condition.
 - g) All damage must be reported to us immediately in writing, regardless of whether it is visible from the outside or not. If this reporting obligation is not complied with, we shall assume that the damage occurred after delivery. If we receive a damage report only after we can no longer assert any rights against third parties, all claims against us are excluded.
 - h) For all goods having a value exceeding € 29,06 per kg gross, as well as for money, documents and stamps of value, we shall only be liable for any damage, of whatever nature, if the principal has sent us in due time a written statement of value which has enabled us to decide on the acceptance or rejection of the order and on the necessary precautions to be taken for its receipt, safekeeping or dispatch. The handing over of a statement of value to our storage, driving or escort personnel shall have no legal effect until it has come into our possession or into the possession of one of our commercial employees authorized to receive it, unless otherwise agreed.
 - i) We shall not be liable for damages incurred by a third party, for example a carrier, warehouse keeper, shipper, intermediate or sub-forwarder, insurer, railroad or goods collection point, banks or other contractors involved in the execution of the order.
 - j) However, we shall assign any claim against the third party to the customer if the customer requests us to do so in writing.
 - k) We are entitled, but not obligated, to assert claims within the scope of third-party liquidation.
 - l) If we have taken out forwarding insurance (SVS / RVS / LVS) on behalf of the customer or on the basis of a tacit agreement, we are not liable for damage covered by this insurance.

7. Costs, Freight & Co.

- a) We always calculate our costs (freight, etc.) without the statutory value added tax, unless we explicitly state it with the value added tax.
- b) Our offers and agreements with us concerning costs (freight etc.) and services shall only apply to the named own services and/or services of third parties and, unless we have stipulated otherwise in writing, only to goods of normal volume, weight and nature. They are based on normal and unchanged transport conditions, free connecting routes, immediate on-carriage possibility as well as constant freight rates, currency ratios and tariffs. We may at any time demand customary (special) charges and (special) expenses, even if we have not pointed this out to the principal.

8. Maturity

- a) Unless we have agreed a different payment term with you in writing, you must pay our invoices immediately. You will automatically be in default of payment if you do not settle the invoice within five days of the due date, or earlier if the law so provides. We may then charge you the usual expenses and interest. Our legal rights remain unaffected by this.
- b) If you are in default, we may charge you default interest according to the forwarding rate for merchant goods of 1.5% per month and you must reimburse us for our reminder costs (at least with a lump sum of € 60.00). In addition, you must reimburse us for all costs incurred by us in asserting our claim in and out of court.

9. Collateral

- a) Irrespective of the time of the conclusion of the contract, we may at any time demand from the client that he provides adequate security. As long as he does not do so, we may refuse or delay our services. This does not put us in default, but we can put the client in default if he impedes our services by the delayed payment or the provision of security. We may then proceed in accordance with the statutory provisions and also withdraw from the contract.

10. Impaired performance

- a) If the Client withdraws the order from us or if we withdraw for reasons for which the Client is responsible, or for other important reasons, or because of default in payment on the part of the Client or the payer, or because our claims are endangered by the financial situation of the Client or the payer, or if we suspend or postpone our performance for such reasons, we shall be entitled to the agreed freight and, in addition, compensation for damages, reimbursement of all our costs as well as the costs of our subcontractors, and compensation for our lost profit, or, alternatively, we may demand a reasonable commission.
- b) Without proof of the actual amount, we shall be entitled to at least half of the agreed gross amount for the lost profit.
- c) A threat to our claims due to the financial situation of the customer exists in particular if the customer is in arrears to us, irrespective of the amount, if execution is levied against him, if an application for the opening of insolvency proceedings has been filed against him, or if there are other justified doubts about his creditworthiness.
- d) If the recipient does not accept a consignment delivered to him, we shall receive an appropriate charge for the return transport, at least in the amount of the freight for the outward transport. Costs incurred by us as a result of delayed acceptance shall be paid by the principal. In case of refusal of acceptance by the consignee, we may also unload the goods and store them at the expense of the sender.

11. Packing of the transported goods

- a) The shipper is solely responsible for ensuring that the goods are packed in such a way that they survive transport undamaged. This applies in particular to transport in consolidated cargo and in the event of frequent reloading of the goods. The packaging must meet special requirements.
- b) Packaging" includes not only the actual packing of the goods, but also the securing of goods on or in loading aids.
- c) The following minimum requirements are placed on packaging suitable for transport: it must protect the goods from the normal external influences common in proper transport. These include not only abrupt braking maneuvers, centrifugal forces during cornering or sudden swerving, but also vertical vibrations as a result of poor road conditions, shaking, bumping, rubbing and pressing of the goods. The packaging must meet these minimum requirements in any case.
- d) When goods are packed on pallets or other loading aids, they must be secured to them in such a way that they cannot slip or fall over. This packaging and fastening must also meet the minimum requirements set out in paragraph c).
- e) When transporting perishable goods and temperature-controlled goods, the shipper must take special care to ensure that special refrigeration, insulation, equipment, etc. of the packaging ensures continuous, uninterrupted and adequate refrigeration of the contents of the packaging units from their acceptance by us until delivery to the consignee, and even beyond.
- f) We are not obliged to inspect, maintain or improve the goods and their packaging if we have not made a written agreement with the client.
- g) We are exempt from any liability for damages resulting from defective packaging.
- h) If our vehicles, equipment, etc. are directly or indirectly damaged by defective packaging or if we suffer loss of profit as a result, the sender must compensate us for this. This applies regardless of whether or not the packaging was suitable for the type of goods or the mode of transport.

12. Charging or discharging time

- a) If the consignor or consignee specifies a fixed time for loading or unloading, he must adhere to it. If a time window is agreed, the shipper or consignee must be ready to load or unload at the beginning of the time window.
- b) Our vehicle starts loading or unloading as soon as it arrives at the appropriate place and stops when the client or recipient has fulfilled all obligations.
- c) If there are delays in starting or in the reasonable duration of loading or unloading, we are entitled to an appropriate demurrage charge.

13. Loading / stowage / securing the goods etc.

- a) The shipper is responsible for loading the goods in such a way that they can be safely transported and operated. Only if we have agreed otherwise in writing, we will

undertake the loading. In this case, we act only as the shipper's vicarious agent and are not liable for any damage resulting from the loading.

- b) The shipper must provide the necessary operating equipment and labor for loading and make it available in good time.
- c) The shipper must also ensure that the goods are stowed and secured in such a way that they can be safely transported and operated. He must also perform all other activities necessary for the safe transport and operation of the goods. We shall not be liable for any damage resulting from these activities, even if they have obviously been performed defectively by the shipper.
- d) We are not obliged to check whether the goods are safely loaded, stowed and secured.
- e) The loading process is not complete until the goods have been safely loaded, stowed and secured on the loading area by the consignor.
- f) Loading is safe if the goods are protected against the usual external effects to be expected during proper transport. This includes not only braking shocks, centrifugal effects or evasive maneuvers, but also vibrations, shaking, bumping, rubbing, and pressing of the goods.
- g) If the loading, stowage, securing, etc. of the goods causes delays or if the start of the carriage is delayed for other reasons which are not within our sphere of risk, this shall be borne exclusively by the shipper, even if he is not responsible for the loading or these circumstances. We shall then be entitled to a reasonable demurrage for the entire duration of the delay or to compensation for the damage caused to us by such delays and for the loss of profit. There is no demurrage exemption for these activities. Demurrage is also payable on Saturdays, Sundays and public holidays.
- h) In the event of delays in loading, etc., or if the start of carriage is delayed for other reasons, we may withdraw from the contract. In the event of withdrawal, we shall be entitled to the entire agreed freight and the shipper shall compensate us for any resulting damage and possible loss of profit.
- i) The shipper shall be liable to us for all damage and loss of profit caused directly or indirectly to our vehicles, equipment, etc., by defects in loading, stowage, securing, etc., or by defects in the goods, their packaging, contamination, etc.
- j) The loss of or damage to the goods is due to the loading carried out by the shipper, for which we shall not be liable, even if the damage occurs not during the loading itself but after the goods have been taken over as a result of defective loading or stowage during the journey.

14. Unloading of the transported goods

- a) The sender / recipient is responsible for unloading the goods, unless we have agreed to do so in writing in individual cases. If we undertake the unloading, we do so only as vicarious agent of the shipper / consignee under their instruction and at their own risk. The shipper / consignee is always in control of the unloading process, regardless of the actual circumstances. We shall in no case be liable for these activities and performances and the shipper shall hold us harmless from any claims made against us as a result thereof.

- b) The recipient must provide the necessary aids and staff for loading and have them ready in good time. The shipper and the consignee are jointly liable to us if this obligation is not fulfilled.
- c) If the unloading of the goods or other circumstances cause delays after the arrival of the goods at the place of receipt, the shipper / consignee shall bear the costs thereof. We can then demand either an appropriate demurrage for the entire duration of the delay or compensation for the damage incurred by us as a result and also for the lost profit. There is no exception to the demurrage charge for these activities. The demurrage fee also applies to Saturdays, Sundays and public holidays.
- d) In case of delays from the unloading of the goods, we can withdraw from the contract and unload the goods immediately. In case of withdrawal, we are entitled to the entire agreed freight and the shipper / consignee must compensate us for all expenses, damage and possible loss of profit incurred by us as a result.

15. Delivery of the transported goods

- a) Any adult person who is part of the recipient's business or household and is on the recipient's premises may accept the goods on our behalf with discharging effect. This completes the delivery and the transfer of risk to the recipient.
- b) The goods are considered to be delivered when they are placed at a certain place in the area of their disposal with the consent of the authorized person (which can also be given in advance) or in the case of presumed consent due to the circumstances. This completes the delivery and the transfer of risk to the recipient.
- c) Unless otherwise agreed, we shall make the goods available to the consignee for acceptance on or in the means of transport (e.g. truck, swap body, etc.) in front of or, if possible, on his property.
- d) The consignee may, at his own expense and risk, request that goods be moved to yards, ramps, rooms, racks, etc. This does not apply to goods that weigh 50 kg or more per piece or that cannot be transported by one person due to their size.

16. Delays during transportation

- a) If carriage is delayed for any reason and through no fault of ours or the contracting parties, we may withdraw from the contract and unload the goods immediately. In this case, we shall be entitled to the full agreed freight and to compensation for all costs, damages and lost profits incurred by us as a result.

17. Storage

- a) We decide at our own discretion whether we store the goods in our own or third-party (private or public) storage facilities. If we place the goods in a third-party storage facility, we must notify the depositor in writing of the storage location and the name of the third-party warehouse keeper or, if a warehouse warrant has been

issued, note it on the warrant. This regulation does not apply to storage abroad or to storage connected with transportation.

- b) If we have stored the goods in a third-party warehouse, the same terms and conditions shall apply to the relationship between us and our principal as to the relationship between the third-party warehouse keeper and the warehouse keeper. The warehouse keeper must send these conditions to the client upon request. The terms and conditions of the third-party warehouse keeper shall only apply to the relationship between the principal and us to the extent that they do not provide for a lien exceeding the lien stipulated in § 50 AÖSp.
- c) We are only obliged to secure or guard storage premises if they are our own storage premises and the securing and guarding is necessary and customary in the locality, taking into account all circumstances. We shall fulfill our guarding obligation if we have exercised the necessary care when hiring or taking on guarding personnel.
- d) The depositor may inspect the storage premises himself or have them inspected. He must raise any objections or complaints regarding the placement of the goods or the choice of the storage room without delay. If he does not make use of his right of inspection, he waives all objections to the manner of storage, provided that the choice of the storage room and the storage have been made with the care of a prudent warehouse keeper.
- e) The depositor may only enter the warehouse in the presence of an employee authorized by us.
- f) The depositor may request entry only during our business hours and only when sufficient daylight is available.
- g) If the depositor does anything with the goods (e.g. takes samples), he must return the goods to us as they were before and check with us the quantity, weight and condition of the goods. Otherwise, we will not be liable for any damage or shortage that is found later.
- h) We have the right to have the actions that the depositor wants to do with the stored goods performed by our employees.
- i) The depositor shall be liable for all damage caused to us, other depositors or the house owner by him, his employees or agents or third parties attributable to him when entering the warehouse or the warehouse premises, regardless of whether he is at fault or not. Third parties who visit the warehouse or the warehouse premises at the request of the depositor shall also be deemed to be the depositor's agents.
- j) Unless we have agreed otherwise in writing, we may terminate the storage contract at any time with one month's notice by registered mail to the last address provided to us by the depositor.
- k) If the stored goods endanger other goods, we may terminate the storage contract at any time without notice.
- l) If we fear that the value of the stored goods will not cover our claims, we may set the depositor a reasonable deadline within which he must either provide collateral for our claims or place the stored goods elsewhere. If he does not comply with this request, we may terminate the storage contract without notice.
- m) After the stored goods have been properly stored, we will issue either a warehouse receipt or a registered warehouse receipt upon request. Unless otherwise agreed, our certificate is valid only as warehouse receipt.

- n) The warehouse receipt is only a confirmation of the warehouse keeper about the receipt of the stored goods. We are not obliged to hand over the stored goods only to the person who presents the receipt to us.
- o) We are entitled, but not obliged, to verify the identity of the person who presents the receipt to us; we may hand over the stored goods without further ado to the person who hands over the receipt to us.
- p) The assignment or pledge of the depositor's rights under the storage contract shall only become effective vis-à-vis us if the depositor has notified us thereof in writing. In such cases, only the party to whom the rights have been assigned or pledged may dispose of the stored goods.
- q) If a "named warehouse warrant" has been issued, we shall be obliged to release the stored goods only against presentation of the named warehouse warrant, in particular not only against a delivery bill, delivery bill or similar, and in the event of assignment only to the holder of the warehouse warrant who is legitimized by an unbroken chain of declarations of assignment on the warehouse warrant.
- r) We shall not be liable for verifying the authenticity of signatures on the assignment forms; the authenticity of signatures on the delivery documents or similar documents; the authorization of the signatories; unless we have agreed otherwise with the client or the lack of authenticity or authorization is obviously visible.
- s) The rights of the depositor arising from the storage contract may only be effectively assigned or pledged to us if this has been recorded in writing on the warehouse warrant and, in the event of pledging, we have also been notified in writing.
- t) If the depositor transfers his right to the stored goods to another person who presents us with a valid warehouse warrant, we may only assert such objections as relate to the issuance of the warehouse warrant or are apparent from the warehouse warrant or which we have directly against the new beneficiary. Our legal right to keep or retain the goods as a pledge shall remain unaffected.
- u) These regulations in item 17 also apply to the storage of goods for a short period of time, for example for shipping or in the context of storage before, during or after transport, unless otherwise specified in this item.

18. Right of lien and retention

- a) We may secure all our claims arising from our services and transactions to which we are entitled against the principal or payer, whether due or not, with a lien and a right of retention on the goods or other assets in our possession.
- b) Our right of lien shall also apply to goods or other assets that do not belong to our principal or payer if, at the time the right of lien arises, we do not know on the basis of the circumstances that they belong to someone else.
- c) We may exercise our right of lien or retention at any time without restriction, even if our claims have nothing to do with the goods.
- d) If we have the order to keep the goods for a third party or to hand them over to a third party, we may exercise our right of lien or retention at any time without restriction, even if our claims against a third party have nothing to do with the goods.
- e) Our statutory rights of lien and retention shall not be restricted by these provisions.

- f) If we want to force the sale of the good, we will give the debtor one week to resolve the matter. After that we may sell the good and we do not have to inform the debtor about the sale date. We can sell the good ourselves. The debtor must pay the costs of the sale.
- g) For pawn or self-help sales, we may in all cases charge a sales commission on the gross proceeds at the prevailing local rates.

19. Prohibition of assignment

- a) The client may not transfer its rights to a third party or assert claims against us in its name or on its account. This is excluded.
- b) The client may also not assign any claims against us to third parties. If this happens despite the general prohibition of assignment, the client must indemnify us against the claims of the party asserting them against us and reimburse us for all costs incurred in connection with this inadmissible claim.

20. Ban on offsetting

- a) Offsetting or retention with counterclaims is generally excluded with regard to our claims.

21. Insurances

- a) We need an explicit order to take out insurance.
- b) When we purchase insurance for an order, the client must promptly reimburse us for the premiums and costs thereof.
- c) If we have taken out forwarding insurance (SVS / RVS / LVS) on the basis of an explicit or accepted order, we are exempt from any damage covered by this insurance.
- d) Even if we have not taken out the forwarding insurance for an explicit or accepted order, we can fully rely on the AÖSp.

22. Increase in maximum liability amounts

- a) To agree on a higher liability than the statutory maximum amounts, you must observe the following steps: First, you must agree with us in writing on a higher value of the goods or a special delivery interest. Secondly, you must enter this value or interest in the consignment note. Third, you must agree upon and pay a surcharge. If you do not meet these conditions, we cannot be liable for a higher value or special delivery interest.

23. Freight transfer to the recipient

- a) Our principal remains liable to pay us even if he informs us that the order is to be executed for a third party. We do not have to try to collect our claims from the third party to whom the freight has been transferred. Our obligations towards the principal remain unaffected.

24. Payment obligation of the recipient

- a) If the recipient accepts the goods, he/she must immediately pay the related costs, including any COD. Otherwise, the personnel transporting or accompanying the goods may retrieve them.
- b) If the consignee fails to pay the costs, including any COD, by mistake or for any other reason at the time of delivery, he must return the goods to us without conditions or compensate us for the damage if he is unable to do so. He may not make any counterclaims or exercise any right of retention, nor may he dispose of the goods.

25. Exceeding delivery deadlines

- a) As a responsible forwarder / carrier, we strive to meet the deadlines that we have agreed with our customers or that seem reasonable in the absence of an agreement.
- b) If we exceed the agreed or reasonable deadlines, we shall only be liable for this if we have acted with gross negligence or intent.
- c) Our liability is limited to the amount of the freight.

26. Address and notifications

- a) The client must provide us with his current address and inform us of any change; otherwise, the last address known to us shall be deemed authoritative and we may make legally effective deliveries to the sender at this address.
- b) We are not obliged to send notifications by registered mail or documents of any kind insured, unless the client has given us a special written order to do so. We do not assume any liability for a loss of such shipments.
- c) We are not obliged to verify the authenticity of signatures on any notices or other documents relating to the goods or the authority of the signatories, unless we have agreed otherwise with the Customer in writing or the lack of authenticity or authority is obvious.
- d) We may, but are not required to, consider a notice (advice) sent by him or her as sufficient identification; we may, but are not required to, verify the presenter's eligibility.

27. Instruction about the property

- a) As long as the principal does not revoke his instruction concerning the goods, we must comply with it. The shipper can no longer dispose of the goods if we hand over the second copy of the consignment note to the consignee or if the consignee exercises his right according to Art. 13 CMR.
- b) If the Freight Forwarder receives a disposition of the goods from a third party, the Customer cannot reverse it.

28. Indemnification from third party claims

- a) Upon request, the customer must immediately release us, in particular as the party authorized to dispose of or as the owner of third-party goods, from all claims or additional payments made to us for freight, average contributions or contributions, customs duties, taxes and other charges. We are otherwise authorized to take such measures as we deem appropriate to secure or release the goods, if necessary also by destroying the goods if the situation so requires.
- b) The principal must inform us in due time and in the usual manner of all obligations under public law associated with the possession of the goods, e.g. obligations under customs law. The principal shall be liable to us for all consequences arising from any failure to do so.
- c) The client must at all times, upon request, immediately indemnify us against claims of third parties for which we are not liable.

29. Customs clearance etc.

- a) If the shipment is to be delivered to a foreign location, the order also includes the completion of customs formalities, if these are necessary for the transport to the destination.
- b) For customs clearance, we charge an additional fee besides the actual cost.
- c) The order for delivery or free delivery of shipments received in bond authorizes us, but does not obligate us, at our discretion, to perform the necessary customs procedures and to advance the amounts assessed by Customs.
- d) If the principal gives us instructions for customs clearance, these must be followed exactly. If customs clearance is not possible according to the given instructions, the forwarder must notify the principal immediately.
- e) The order to accept incoming goods entitles us, but does not obligate us, to pay freight, COD, customs duties and expenses on the goods.
- f) In all these cases, we can demand advance payment in cash or appropriate securities from our customer for the duties, taxes and other charges etc. to be paid and suspend our activities and services until payment is made, as well as charge interest on arrears or withdraw from the contract in the event of default.

30. Privacy

- a) For the provision of our services, we process personal data that we have received in the course of our service. We store this data on electronic data processing systems and also use it for further services and offers from us. The client agrees that we may also pass on the data to government agencies. The client may revoke his consent at any time. In addition, the client agrees that we may use his cell phone number in accordance with Section 107 of the Telecommunications Act for advertising our own services, as long as he does not object. The complete and valid privacy policy is available online at any time at <https://www.cerberus-logistics.at/datenschutz>.

31. Foreign currencies

- a) If we have to make or receive a payment in another currency, we may - provided there are no statutory provisions to the contrary - choose whether to demand or make the payment in the other currency or in euros. If we request or make payment in euros, we will convert the amount at the exchange rate of the day on which the order was placed. Unless we can prove that we had to pay a higher rate.

32. Joint and several liability

- a) Several principals are jointly and unlimitedly responsible for all claims and obligations against us.

33. Written form requirement

- a) A written form is mandatory for all changes or amendments to contracts with us. This also applies to an agreement that provides for a deviation from this written form.

34. Jurisdiction and place of performance, applicable law

- a) All disputes arising from or in connection with this contract shall be settled by the court responsible for A-4063 Hörsching, which is also the place of performance for all services. This contract shall be governed exclusively by Austrian law, without regard to any conflict of law provisions.