

CONTRACTUAL BASES CO - LOADING

1.) Scope of application and inclusion of further provisions

- DACHSER & KOLB works on the basis of the General Terms and Conditions of DACHSER & KOLB GmbH & Co. KG, see document E-16-1.
- In the case of transportation and services based on a removal contract within the meaning of Section 451 of the German Commercial Code (HGB), the liability information for removal companies pursuant to §§ 451 ff. HGB also applies, see document E-16-2.
- In the area of the CO-LOADING product (small transports), the CO-LOADING contractual principles shall apply in addition and as an essential part of the contract, see document E-16-3.
- In the area of FURNITURE LOGISTICS (transportation of goods that are not removal goods within the meaning of §451 of the German Commercial Code (HGB)), the following shall apply in addition and as an essential part of the contract Contractual Principles FURNITURE LOGISTICS, see document E-16-4.
- In addition, the German Freight Forwarders' Standard Terms and Conditions ADSP, as amended, shall apply to transportation services that are not based on a removal contract within the meaning of Section 451 HGB, i.e. co-loading and furniture logistics.
- For the provision of warehouse logistics services, the following shall apply in addition and as an integral part of the contract contractual basis STOCK LOGISTICS, see document E-16-5.
- For the performance of relocation services, the following shall apply in addition and as an integral part of the contract contractual basis RELOCATION SERVICE, see document E-16-6.
- The basis for all business relationships is the data protection declaration, see document E16-7.
- The contractual relationship between DACHSER & KOLB and a contractor is additionally governed by the General Terms and Conditions of Purchase (General Terms and Conditions of Purchase), see document E16-20.
- General terms and conditions of our client and contractor do not apply.

2.) Value added tax

All prices are subject to VAT in accordance with the relevant national tax laws. In Germany, among others, the UStG applies.

3.) Fixed prices

In this respect, fixed prices only apply to all pricing influenced by DACHSER & KOLB GmbH & Co. KG to influence pricing. Expressly excluded from this are changes in taxes, expenses and fees as well as national and international levies. All agreed prices and tariffs are valid for a maximum of one year from the start of the service.

4.) Prices / remuneration

Freight costs are charged per unloading point and per 0.1 m³ or per 15 kg, with a minimum of 1.0 m³ per unloading point. The larger dimension (0.1 m³ corresponds to 15 kg) shall apply as the basis for invoicing. The chargeable weight or the actual volume including packaging is always decisive. The consignor undertakes to transmit the freight weights and freight sizes truthfully.

5.) Toll and diesel surcharge

In the CO-LOADING product, the road tolls are included in the quoted price. If domestic or foreign (including transit country) road tolls increase after conclusion of the contract, this may lead to a proportionate increase in the freight charge.

6.) Consignor: Place of handover of goods

The shipper hands over the shipment to the carrier at the agreed place of shipment. The place of handover must meet the following criteria:

- The address of the handover location can be reached by a truck (7.5t) on public roads without restriction (without a special permit) and without barriers.
- There is a stopping and loading facility for the truck (7.5t) at the handover location at a maximum distance of 20m.
- The removal route (truck loading point to transfer point) is paved (asphalt, stone, concrete, tiles) and no longer than 20m to the final transfer point. All passages are barrier-free and can be negotiated without the use of aids.
- In a building, the handover point is located up to max. 4th floor (without elevator) or max. 1st floor (without elevator) and is accessible without changes to the building and without the use of aids.

7.) Packaging and labeling of the goods

- The shipper is responsible for the transport-safe outer packaging of the goods. Each package must be protected with suitable packaging.
- The goods must be labeled upon delivery.
- Dachser & Kolb shall not be liable for damage to goods that are not properly and professionally packaged in a manner appropriate to the value of the goods. Dachser & Kolb is not obliged to accept unpacked or unlabeled goods.

8.) Additional services

Services and additional services must be agreed with the Contractor in advance for each transport order.

9.) Waiting times

Waiting times during loading and unloading of more than 10 minutes, which are the sole responsibility of the client, consignor or consignee, shall be charged to the client. They shall be charged on a time basis per transport unit and personnel in accordance with the usual or agreed remuneration. The usual remuneration is EUR 36.00 net per personnel unit and per transport unit per hour or part thereof.

10.) Transit times

The period of time between acceptance of the goods by DACHSER & KOLB and delivery to the recipient (transit time) is generally specified as the standard transit time and thus expresses the generally expected period of time. Liability for the transit time is expressly not agreed.

11.) Franking

- free kerbside means: the consignor bears the costs of transportation and the place of shipment is public ground directly at the property boundary, whereby the public ground can be reached without restriction on public roads with a removal van (7.5t.).
- free domicile means: the consignor bears the costs of transportation and the place of shipment is public or private ground of the consignee with delivery behind the first locked door, whereby the access on public roads with a furniture truck (7.5 t.) is accessible without restriction. The removal route is paved (asphalt, stone, concrete) and no longer than 10 m to the final transfer point. All passages are barrier-free and can be negotiated without the use of aids.
- free place of use means: the consignor bears the costs of transportation and the place of transfer is the place of use. Delivery up to max. 4th floor (without elevator) or 1st floor (without elevator) without changes to the building and without the use of aids. All delivery addresses can be reached by a furniture van (7.5 t.) on public roads without restriction. The removal route is paved (asphalt, stone, concrete) and no longer than 20 m to the final transfer point. All passages are barrier-free and can be negotiated without the use of aids.
- Postage unpaid, whereby the recipient bears the freight costs, is generally excluded
- Insofar as physical activities, in particular the carrying of goods, are part of the services, regardless of the franking, the agreements refer to shipments whose number of packages does not exceed 10 per 1.0 m³ or 150 kg, whereby a

single package may weigh a maximum of 100 kg. If the use of aids such as pallet trucks or furniture rollers is possible, individual packages weighing up to 200 kg are included.

- In case of doubt, loading and unloading shall be carried out by the consignor / consignee.
- The HGB and ADSP also apply.

12.) Performance of services / use of other carriers

External service partners are also used for the provision of services. The involvement of third parties is therefore expressly agreed. The decision on the use of external service partners and their selection is the sole responsibility of the contractor DACHSER & KOLB.

13.) Old appliance service

The return of old appliances is excluded.

14.) Handwerkerleistungen, Installation

Craftsman services such as installation work are excluded.

15.) Liability

Transportation, handling and storage are subject to the German Commercial Code (HGB) in conjunction with the ADSP (latest version). For transactions based on a removal contract within the meaning of § 451 HGB, the Mover's liability pursuant to § 451e HGB for loss or damage is limited to an amount of EUR 620.00 per cubic meter of loading space. In addition, the ALB (General Terms and Conditions of Storage) of the German Furniture Removal Industry, as amended, apply to the performance of storage services.

16.) Pandemic

Insofar as official measures, restrictions or regulations in connection with a pandemic or on the basis of the Infection Protection Act (IfSG) impede, hinder or prevent the Contractor from providing its services, a claim for damages by the Client against the Contractor due to a delay in performance or due to non-compliance with an agreed performance deadline is excluded. Such contractual provisions on the commencement of performance and on a completion date shall have no effect in this respect.

If the provision of services by the Contractor at the agreed start of performance is excluded by such official measures, Section 415 (1) No. 2 HGB shall apply accordingly.

17.) Binding nature of the offer

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