

Special terms and conditions of Felbermayr Transport- und Hebetchnik GmbH & Co KG

for warehousing and transshipping in ports

1. Scope of validity:

These storage and transshipping conditions apply to all operating premises and facilities of the port and/or storage rearrangement areas of the Felbermayr corporate group.

2. General provisions:

These terms and conditions cover the so-called direct transshipment of goods and commodities, the indirect transshipment with prior and/or subsequent warehousing of goods, and the pure storage in covered or open storage areas without port handling.

- 2.1. Unless otherwise stipulated in the following terms and conditions for storage and port handling, the port and storage handling areas operated by the Felbermayr group are subject to the provisions of the Handelsgesetzbuch [German commercial code] per § 416 ff HGB as well as the provisions of the ordinance on warehouse warrants, in particular the regulations of section 2 for the warehousing business regulated there and the liability provisions of the AÖSp [Austrian freight forwarders' standard terms and conditions] in the respective applicable version.
- 2.2. Every user of the port, storage and handling facilities, hereinafter referred to as Customer, agrees to be governed by the provisions of the present terms and conditions for storage and port handling.
- 2.3. All orders shall be submitted in writing. The Felbermayr group does not accept any liability for the execution of verbally placed orders that have not been confirmed by the Felbermayr group in writing.
- 2.4. The Customer will be held liable for the consequences of incorrect or incomplete information, if any, even if such incorrectness or incompleteness occurs without fault on the Customer's part. The Customer is obligated to correctly and completely specify the exact dimensions, weight and centre of gravity as well as the sling points of the goods to be handled or stored, since Felbermayr does not verify the weight, dimensions and/or centre of gravity. In the case of incorrect or incomplete information, the Customer shall be solely liable for any resulting costs and damages. Except with a written special agreement, the port handling of goods is limited to a maximum weight of 100 metric tons. The hoisting equipment and/or cranes will be selected based on the weight data provided by the Customer, i.e. this data has to be exact.
- 2.5. The Customer shall furthermore provide comprehensive information on the type and the properties of the goods to be handled or stored in writing upon placing the order. Unless the Customer expressly orders covered storage, the goods will be stored in an uncovered (open) area where they are exposed to the weather. Any restrictions of the suitability of the goods for storage shall be reported by the Customer in writing, along with any special characteristics (e.g. particular flammability, explosion risk, perishable nature, radioactivity, toxic substances, odorous substances, storage conditions, and similar).
- 2.6. The Customer shall provide packaging that is suitable for storage. In the event of damage or impairment to the stored goods caused by Felbermayr, the liability provisions of §§ 51 ff AÖSp including liability restrictions and exclusions shall apply. If the liability provisions of AÖSp do not apply for any reason, Felbermayr will substitute this up to a maximum damage sum of EUR 50,000.00 (liability limitation). If a higher insurance cover is required, this shall be reported in writing by the Customer and if desired a higher insurance cover will be arranged at the expense of the Customer.
- 2.7. Goods will for the most part be stored in uncovered (open) areas that are not entirely closed off and lockable. Permanent surveillance of the stored goods cannot be ensured, neither during operating hours nor at night or on weekends. In the case of danger of theft, sabotage or other detriment, the Customer shall point such danger out upon placement of the order, and if required, a suitable surveillance and/or locking system shall be commissioned at the Customer's expense.
- 2.8. Felbermayr reserves the right to modify the storage areas provided or relocate the stored goods for technical or operational reasons, and the Customer gives their consent to any such rearrangement.

3. Handling, loading and storage procedure:

- 3.1. A port handling officer designated by Felbermayr, who may also be provided by a third party, will be responsible for the loading and unloading and storage of goods. The carrier of the goods (truck driver, sea captain, train driver, etc.) shall supervise the loading and unloading and shall advise on the stability during loading and unloading as well as any product-specific details for the goods to be handled. During the loading and unloading, the supervising freight carrier (truck driver, sea captain, train driver) shall observe the necessary trim of the sea vessel and/or the stability of the lorries and railroad wagons. These persons act as stevedores and have to give instructions as to where the cargo is to be placed in the

means of transport during the loading of vehicles. When loading vehicles, Felbermayr will neither ensure nor verify the necessary suitable lashing or other securing of the cargo.

- 3.2. The handling personnel provided by Felbermayr for this purpose act as vicarious agents of the persons responsible for the respective vehicles. Any special properties, inertia, hazardous properties and possible shifting of the centre of gravity of liquids and other containers have to be pointed out, and the hoisting points of the goods (centres of gravity) have to be specified to Felbermayr before the start of the handling or hoisting.

4. Liability:

- 4.1. The liability provisions of AÖSp shall apply expressly as agreed. If the stored/handled goods are damaged or lost, the burden of proof of such damage or loss lies with the Customer. In the case of a fault on the part of Felbermayr, the value of the stored goods specified upon placement of the order will be compensated up to the limits of liability specified in the AÖSp. If these limits do not apply in a specific case, the value of the goods will be compensated up to a maximum amount of EUR 50,000.00. These limits of liability and the waiver of any recourse exceeding these amounts are expressly agreed.
- 4.2. Any and all liability claims against Felbermayr expire upon acceptance without objection of the stored and/or handled goods by the recipient or the recipient's representative (freight forwarder, etc.). Therefore, any liability claim has to be raised upon acceptance at the latest, otherwise, it expires.

5. Payment terms / place of performance:

The payment terms agreed in the respective individual agreement apply. If this agreement does not specify any particular provisions in this respect, the general terms and conditions of the Felbermayr group published at www.felbermayr.cc, apply. Invoices of Felbermayr are payable immediately upon receipt of the invoice without any deduction of cash discounts.

In the event of a default in payment, default interest will be charged in the amount of 9.2% above the relevant base rate. The agreed place of performance and jurisdiction is Linz. Austrian formal and material law shall apply exclusively.

6. Termination / cancellation:

- 6.1. Unless otherwise agreed, Felbermayr reserves the right to terminate any and all agreements and contracts without indicating a reason with one month's notice at any time by registered mail to the address last notified to Felbermayr. After the end of the notice period, Felbermayr is entitled to arrange for storage with a third party on behalf of and at the expense of the Customer without further liability for the handling, transport or storage.
- 6.2. Furthermore, premature termination of the agreements and contracts is admissible if
- a) the stored goods are goods that could constitute a hazard to other stored goods or persons and for which no corresponding hazard warning was given,
 - b) the Customer is in default of payment of the agreed fee for more than one month despite a written reminder, or
 - c) major contractual provisions were not fulfilled by the Customer despite a written request to this effect.
- 6.3. The rights of Felbermayr regarding the legally regulated utilisation of the stored goods as pledge, the description and entitlement to warehouse utilisation in accordance with the commercial provisions of the HGB shall remain unaffected by such termination. Furthermore, the Customer shall grant a right of utilisation in the case of default of payment without the need to file a corresponding request with the court.

7. Miscellaneous:

Any and all costs and fees of any kind arising from the storage agreement and/or the port handling shall be reimbursed by the Customer.