

# - **GTC** -

General Terms and Conditions of  
Business and Work Rules (AGBO) of

- BLG Cargo Logistics GmbH

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

BLG Cargo Logistics GmbH – referred to as ‘BLG’ or ‘us’ hereinafter – is forced to limit the extent of its liability vis-à-vis its customers (also referred to as the ‘principal’ or ‘customer’ hereinafter) on account of the disproportion that has arisen between the remuneration for logistical services (trans-shipment of goods, interim storage, storage and handling of goods) and the value of the transhipped, stored or handled goods.

It is the customer’s obligation to insure the goods against insurable damages and to agree a waiver of recourse with these insurers.

The customer must fulfil the duties that are incumbent on him according to these Terms and Conditions of Business – especially his duties of declaration, cooperation, identification and advance payment – in good time and completely, so that BLG can comply with its performance obligations.

### 1. Field of application and legal bases

1.1. These General Terms and Conditions of Business and Work Rules – referred to as AGBO hereinafter – apply to all of the services that are provided by BLG and to the associated interim storage as well as to the activities that are connected with them in the broadest sense, which are offered and carried out by BLG.

1.2. All quotations that BLG gives to the customer and to all contracts that are made between BLG and the customer are exclusively based on these AGBO. BLG does not recognize any of the customer’s differing terms and conditions of business unless BLG would have consented to their validity expressly. These AGBO also apply whenever BLG carries out services while being aware of the customer’s contradictory or differing terms and conditions. The respectively latest edition of BLG’s tariff applies supplementarily.

1.3. These AGBO also apply to the future quotations that BLG gives to the customer and to all of the contracts that are made between BLG and the customer within the framework of the business relationship, even if BLG does not refer to them expressly.

1.4. The respectively current edition of the General Terms and Conditions of German Freight Forwarders (ADSp) applies supplementarily to these AGBO. In case of inconsistency, the provisions of these AGBO take precedence over the ADSp.

### 2. Materialization of the contract

#### 2.1. Conclusion of the contract and reimbursement of expenses

2.1.1. BLG’s quotations are open for acceptance, given without engagement and subject to change without notice. A contract between the customer and BLG will only materialize if BLG has sent its acknowledgment of order to the customer or whenever BLG begins to carry out the services, in the case that one of the

customer’s purchase orders is not based on any of BLG’s quotations.

2.1.2. The arrangements or agreements that are made between the parties, as well as the provisions of these AGBO, are decisive for the contract’s content. Subsequent alterations, supplements or collateral agreements require to be made in the written form in order for them to be operative.

2.1.3. BLG will only undertake to provide services in connection with hazardous goods for the purposes of the respectively relevant law about hazardous goods (e.g., the law about transporting hazardous goods or the IMDG Code), or other hazardous goods, whenever these services have been agreed with the customer expressly beforehand. It is the customer’s responsibility to check whether it is permissible to handle the goods according to the decisive legal or official regulations and whether particular instructions exist for this purpose.

2.1.4. The contract will be concluded and the services will be provided subject to the reservation of correct and timely performance by BLG’s suppliers. This rule only applies to the case that BLG is not responsible for non-performance of the suppliers, especially if a congruent hedging transaction has been made with the supplier. If BLG is incapable of providing the contractual performance because its suppliers have not made deliveries, then BLG can withdraw from the contract. BLG will inform the customer immediately about an incorrect delivery or an untimely delivery and it will reimburse without delay any quid-pro-quo that it has received already.

2.1.5. If the customer and BLG agree extra services after concluding the contract, then BLG will invoice the customer for these services separately. BLG’s prices and tariffs – which are valid at the time when the services are provided – apply, insofar as BLG has not agreed anything different with the customer.

2.1.6. If BLG is acting as the customer’s sub-contractor (e.g., as a subordinate freight-forwarder), then no claims can be made by a third party (e.g., the recipient) against it because of the contract that has been made between BLG and the customer. Line 1 does not apply to the case of legal third-party claims. If a third party does make a claim against BLG (e.g., by way of liquidating the third-party damages), then BLG can also assert all of the pleas and objections which are vested in the customer. The customer will inform BLG in writing about the existing pleas and objections without delay and on request. If BLG is liable for a higher amount than that which it owes to the customer (excessive liability) in the case that a third party asserts a claim against it, then the customer will be obligated to exempt BLG from this excessive liability in response to BLG’s first written request.

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

- 2.1.7. The customer has to reimburse BLG with all of the expenditures and investments that arose up to the time when the negotiations broke down and which BLG has incurred through arranging the contract, in the case that a contract does not materialize.
- 2.2. Prices, tariffs, packing and packaging, altered prices**
- 2.2.1. BLG's tariffs apply at the time when BLG's quotation is submitted, within these AGBO's field of application. They only refer to its own services or third-party services – or both – that are provided, as well as to the normal extent, weight and quality of the goods that are supplied, as well as to the customer's information. BLG is entitled to increase its prices according to its actual costs whenever the customer gave incorrect information in his request for a quotation of the goods or of the service to be provided.
- 2.2.2. The ISPS Code's regulations (International Ship and Port Facility Security Code) apply to BLG's company premises or operational facilities. BLG is entitled to take all of the security measures that are required for implementing the ISPS Code. The costs that are incurred by doing so will be charged to the customer.
- 2.2.3. If BLG's costs increase, or if freight charges, taxes, fiscal charges or fees will be introduced or increased after concluding the contract, then BLG will be entitled to alter the price accordingly, unless it is responsible for the increase. This rule also applies to the costs that increase after the contract's conclusion on account of altered collective wage agreements for the persons who are employed by us or by our sub-contractors, or on account of other hindrances or difficulties for which we are not responsible. Our customer must reimburse us for the extra expenditures that arise because of these factors. The same rule applies to the costs of security measures that result from the ISPS Code and other subsequent regulations which supplement or replace it, or both.
- 2.2.4. All prices are understood to be net, i.e., exclusive of turnover tax and the costs of packing and packaging. The valid amount of turnover tax that applies respectively on the day when the invoice is presented will be shown separately, insofar as it arises.
- The costs of packing and packaging will be charged to the customer. The packaging will pass into the customer's ownership.
- 2.2.5. The customer is obligated to pay the invoiced amounts within 7 calendar days after the date of invoice, without deduction, by means of bank transfers that are free of charge to one of BLG's accounts, insofar as nothing else arises from the contract expressly. The date of the credit entry in BLG's bank account confirms the timeliness of payment.
- 2.2.6. Bills of exchange and cheques will only be accepted for the sake of payment. All of the costs that arise from clearing them will be charged to the customers.
- 2.2.7. If one of BLG's demands for payment appears to be jeopardized by the customer's inability to pay, then BLG will be entitled to make all of those debt-claims arising from the business relationship with the customer which are not due for payment yet payable immediately, insofar as BLG has provided its services already. This rule also applies if BLG has accepted any bills of exchange or cheques already. Jeopardy will be present whenever information from a bank or credit-reference agency indicates that the customer's creditworthiness could lapse imminently, or whenever the customer is in arrears or default with settling at least two invoices. BLG will also be entitled to set a reasonable time-limit for the customer in this case, during which he has to either make the payment step by step or surrender the security without delay at his discretion, in return for provision of the services which are still outstanding. BLG can withdraw from the contract after this time-limit has expired fruitlessly. It is not essential to set a period of grace whenever the customer suspends payment or if he is over-indebted.
- 2.2.8. The customer can only set off the debt claims that are undisputed or legally established. This rule also applies to asserting the right of retention or the right to refuse payment. The set-off or assertion of right of retention or right to refuse performing based on a counterclaim for additional cost due to remedy or additional completion costs from the same legal relation is always possible in deviation from sentence 1.
- 2.3. Orders in the business operation**
- 2.3.1. BLG will only act on account of electronic orders within the framework of BHT's guidelines (Bremer Hafen Telematik), insofar as no special arrangements have been made in individual cases. Services can be given on the basis of standard order forms in exceptional cases. It is absolutely essential that the orders are placed electronically in export transactions for reasons of customs law. If the goods will be accepted as stored goods, then a separate commission must always be given for this purpose.
- 2.3.2. If a verbal order has been accepted by BLG exceptionally, then it will not accept any liability for the consequences that arise from the lack of an electronic or written order.
- 2.3.3. Every order must include the customer's complete name or his firm's complete description. Exemptions that are declared in writing for imported goods must include the signature on behalf of the shipping agent (ship broker).
- 2.3.4. BLG can demand generally or for specific services that the orders or other data and

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

information which are essential for handling the order will be conveyed or transmitted by way of data-communication according to the standard order form, subject to complying with the user's rules which exist for this purpose.

### 2.4. Duty of insurance and waiver or recourse

The customer is obligated to insure the goods against all insurable damages. BLG is only obligated to arrange transport insurance or storage insurance for the goods at the customer's express request. The customer undertakes to agree a waiver of recourse against BLG and its sub-contractors with his insurer. The customer has to prove to BLG that the insurance and the waiver of recourse exist, at BLG's request.

### 2.5. Duties of information, declaration and identification

2.5.1. The customer has to inform completely and punctually about the influencing circumstances that are relevant for properly carrying out the order, according to the information which is prescribed in the electronic ordering guidelines. This rule especially applies to the number, type, size and content of the packages, their suitability for loading, as well as the special characteristics of the goods like the centre of gravity, danger, fragility and sensitivity to temperature and moisture. It is the customer's responsibility – in the case of accepting and trans-shipment any goods which are sensitive to temperature or perishable goods – to punctually take the measures himself that are necessary for safely handling the goods before they are delivered or collected, or to agree for these measures to be dealt with by BLG.

2.5.2. Hazardous goods must be notified electronically exclusively by placing the order in accordance with the BHT's particular guidelines and the respectively current edition of the Port of Bremen's rules. The transmitted data must include the legally or officially prescribed information. It is the customer's responsibility to ensure that the carrier or freight-forwarder or both receive(s) the prescribed ordering information in good time.

2.5.3. The customer is obligated to inform BLG in writing about the precise kind of danger and the precautionary measures that must be taken when the contract is concluded at the latest. If the matter concerns hazardous goods for the purposes of the law about transporting hazardous goods in connection with the legal ordinances which are appropriately assigned to the respective means of transport – for which particular regulations must be complied with for their transport or storage – then the customer has to inform BLG punctually about all of the data that is necessary for handling the goods properly and appropriately, before the goods are delivered or collected, or when the contract is concluded at the latest. It is the customer's responsibility to check whether it is permissible to collect or trans-ship the goods according to the decisive legal or official regulations and whether there are special instructions for this

purpose.

2.5.4. Goods and hazardous substances which are not subject to the regulations about transporting hazardous goods but from which dangers can arise during trans-shipment or storage on account of their specific characteristics, or which must be handled specially otherwise (e.g., due to fragility), must be identified in the orders by means of express advice about these characteristics. The customer has to give a safety data-sheet with these hazardous goods or substances or both that pollute water according to the legal ordinances, if necessary.

2.5.5. The customer must place clear and permanent identifying markings on the goods or their containers, which are required for handling them properly and legally or officially prescribed.

2.5.6. Particular advice must be given about the legally or officially prescribed supervision of the trans-shipment by expert supervisors.

2.5.7. The customer has to give BLG unsolicitedly and promptly all of the information that is required for properly exporting the goods from the EU zone or for importing them into the EU zone.

2.5.8. Insofar as the customer refers BLG to third parties due to the information which is stated in the aforementioned paragraphs, then the information that is given by them will apply as if it were given by the customer.

2.5.9. BLG is not obligated to check the accuracy of documents, or planning documents or loading regulations that it receives from the customer, or from third parties acting as his authorized agents or from his sub-contractors, unless BLG considers that there are indications of irregularities. The same rule applies to acceptances or approvals. BLG is not obligated either to check that the signatures on the notifications referring to the goods are genuine, or that the signer of other documents has a power of commercial attorney.

2.5.10. If the customer infringes his duties of information, identification or cooperation, then he will be obligated to pay BLG compensatory damages unless he is not responsible for the infringement of duty. The customer is obligated to exempt BLG on first written request, insofar as any third-party claims are made.

### 3. Implementing the contract

#### 3.1. Duty of performance, time-limits for delivery and partial delivery

3.1.1. BLG will carry out the work that the order has specified in a suitable sequence according to its dutiful judgement.

3.1.2. BLG is entitled to make a partial delivery, insofar as this is reasonable for the customer.

3.1.3. BLG is entitled to interrupt the loading and unloading according to its judgement by

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

considering the circumstances fairly and then to recommence these activities at a later time.

### 3.2. The customer's cooperative duties

3.2.1. It is the customer's responsibility to comply with the regulations of the customs authorities, tax offices, railway companies and other bodies concerning the import and export of goods into and out of the EU, as well as with the provisions which refer to the statistics about the free movement of goods. In particular, the customer has to issue all of the requisite forms himself, or to supply them by electronic means and to supplement them if required, as well as to arrange for the goods to be despatched and the accompanying documents to be despatched, or only for the accompanying documents to be despatched.

3.2.2. The arrangements that are made in BLG's installations for despatching the goods are subject to the guidelines arising from the respectively valid customs code and the DVO Customs Code, as well as the guidelines of Bremen's main customs office (BHT's procedural instructions for exports). The customer has to give all of the requisite documents and data to the responsible customs office and to BLG in good time within the framework of his cooperative duty. The guidelines also apply to electronic transmission in this case. If the customs guidelines are not complied with, then BLG can refuse to arrange for the despatch, without this action leading to recourse. The customer must bear the arising costs.

3.2.3. If BLG entirely or partially arranges for the despatch according to the customs office or another statutory authority, then it will only be acting as the customer's sub-contractor in this respect. No duties arising from this activity will be founded hereby, insofar as BLG has not arranged anything else with the customer expressly. The customer remains responsible for completely settling any required customs duties, taxes, contributions and fiscal charges, as well as for paying similar monies. The customer is obligated to exempt BLG from this duty of payment on its first request, in the case that any claim for payment is made against BLG.

3.2.4. The requisite approvals and consents must be brought about by the customer exclusively and at his own cost before any work begins.

3.2.5. BLG has to follow the customer's instructions, insofar as it has confirmed their validity or alteration in writing and the skipper (i.e., captain) or lorry driver gives his consent.

### 3.3. Inspections of goods

3.3.1. BLG is entitled but not obligated to check and establish at any time whether the weight, type and quality of the goods that it is transporting tally with the information that was given in the associated contracts and electronic data. Instead of that, BLG can at its discretion demand from the customer that he proves this information is correct or he proves the dimensions of the goods. The customer must bear the costs of an inspection whenever his information proves to be incorrect.

3.3.2. BLG can refuse to check the markings on the transported goods or to count them, whenever this action would lead to a considerable hindrance of the trans-shipment.

3.3.3. BLG will only be responsible in any case for establishing the number of receptacles by means of a visual inspection – without opening or unpacking the receptacle – whenever the goods are handed over in receptacles (e.g., containers, pallets or boxes) or put into them.

### 3.4. Handover to the authorized recipient

The handover of the goods to the recipient's agent or to a freight-forwarder who is entitled to receive them counts as delivery. Furthermore, the loading into railway wagons, containers, flats or trailers, as well as the handover of the goods to the ship, counts as delivery

### 3.5. Charging of the waiting times

The customer has to pay BLG the remuneration according to the tariff for any waiting times that arise during loading and unloading, which cause the operational facilities or workers who are held ready to be insufficiently exploited as a result of his measures, or because the requisite orders or electronic data were not submitted punctually, or for other reasons which are attributable to BLG's area of risk.

### 3.6. Acceptance of goods on land

3.6.1. The goods that are delivered on land will be unloaded by BLG at the places which it specifies for the means of transport and then accepted by BLG for further handling, insofar as no differing agreements are made in individual cases. BLG will continuously carry out the unloading and collection of the goods that were transported to it, within the framework of its operational possibilities. BLG can refuse to accept those goods for which proof is lacking that they are intended for further transport.

3.6.2. If goods will be delivered to a third party, then BLG will accept them for him. Further dispositions over these goods are only possible with the named third party's consent in this case.

3.6.3. If goods will be delivered before the name of the third party is known at the time when the delivery is made, then BLG will continue to keep them safely for this third party's carrier – at the carrier's own cost and risk – until BLG receives an instruction that is worded otherwise.

### 3.7. Exclusions of acceptance

3.7.1. Such goods that BLG judges to be unsuitable for acceptance due to their characteristics, quality or packaging, or which endanger safe trans-shipment, are excluded from the acceptance.

3.7.2. It is the customer's responsibility to take those measures himself in good time which are necessary for safely handling the goods before the delivery or collection of the goods, or to

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

agree for these measures to be dealt with by BLG, in the case of accepting and transshipping goods which are sensitive to moisture or temperature, or which are perishable.

### 3.8. Undeliverable and excluded goods

BLG can at its discretion otherwise store – at the cost and risk of the customer or the authorized disposer – those goods for which the acceptance or collection is refused or not given on time, or for which an authorized disposer cannot be established despite making further enquiries, or those goods which cannot be handed over otherwise.

3.9. If it turns out after accepting the goods that BLG judges they will endanger the operational installations or other material assets on account of their type or condition, then it can demand that the customer immediately repairs, decants or removes the relevant goods at his own cost and risk.

### 3.10. Hindrances of performance, right of cancellation and right of withdrawal

3.10.1. Events of force majeure (unforeseeable circumstances and occurrences for which BLG is not responsible and which BLG could not have avoided either by taking the due care and diligence of a prudent businessman: for example, industrial disputes, war, fire, pandemics and their consequences, difficulties with procuring personnel or materials, hindrances of transport, shortage of raw materials, official measures, blocked transport routes or natural events) interrupt BLG's duties of performance for the time of their duration plus a reasonable restarting period and the extent of their effect. This rule also applies whenever BLG is in delay. BLG will inform the customer immediately about the onset of a case of force majeure and the hindrance's probable duration.

3.10.2. If the hindrance lasts for longer than three months, then either of the two contracting parties will be entitled to cancel the contract without giving notice, even if the services have been partly carried out already. The remuneration of the services that had already been provided before the cancellation was made will remain unaffected hereof.

3.10.3. BLG is entitled to cancel the contract without giving notice if the work that was commissioned cannot be implemented due to the quality of the goods, due to the customer infringing the duty of information and the duty of cooperation, or because of another reason which is attributable to the customer's area of responsibility. The agreed remuneration and the expenditures that have to be reimbursed are vested in BLG in this case, subject to setting off the expenditures which BLG will save as a result of annulling the contract. BLG can demand one-third of the agreed remuneration as a lump sum instead of the concrete calculation.

### 3.11. Vehicular traffic

An order does not include for fastening the goods in order to protect them and to provide operating safety for the road vehicle. If BLG undertakes to fasten the goods onto road vehicles on account of a separate order, then this will be done according to the responsible driver's instructions. The regulations of Clause 4.8.3 must be applied accordingly otherwise.

### 3.12. Transport by railway

3.12.1. If BLG arranges the request for railway wagons, then it cannot guarantee that the wagons will be provided on time. It is the customer's responsibility to inform himself about the timely provision of wagons by contacting the operational office of DB Cargo or another transporter.

If railway wagons are requested by BLG, then this will be done according to BLG's judgement and at the customer's risk, in the case that the customer does not give special instructions about the type of wagon that should be utilized.

3.12.2. BLG will load and unload the railway wagons on its own premises exclusively, according to more detailed information in the orders which are placed with it, or according to the electronic data. Loading and unloading of goods that are carried in wagons, which arrive from or depart to storage spaces that are permanently rented, are exempted from this rule insofar as they do not contradict BLG's responsibilities for clearance via the customs authority. In the case that goods are loaded into railway wagons, BLG will fasten the consigned goods in such a way that is required for reasons of operational safety according to the loading instructions of DB Cargo or another transporter, which the customer has to convey or transmit to BLG before the loading takes place. BLG will only fasten the consigned cargo additionally for protection if it has been expressly commissioned to do so for this purpose and if the loading method has been confirmed vis-à-vis the customer in writing. The fastening costs will be invoiced to the customer separately.

3.12.3. BLG shall not accept any notification from the recipient via a bill of freight about the arrival of the goods, nor about differences between the information in the bill of freight and the actual circumstances, in the case that it unloads goods from railway wagons.

### 3.13. Storage contract

The provisions of articles 467 to 474 and article 475 b) to 475 h) of the German Commercial Code apply to the goods that are stored on account of a storage contract. The provisions of Clause 6.3 to 6.8 of these General Terms and Conditions of Business and Work Rules apply to BLG's liability as a stock-keeper, instead of articles 475 and 475 a) of the German Commercial Code. The remaining regulations of the AGBO apply supplementarily to the provisions that are mentioned here.

### 3.14. Accident-prevention, instructions and naked flame

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

Those persons who travel with vehicles on BLG's premises, or stay there, or enter or use them in other ways, have to comply with BLG's safety regulations for driving within the Port of Neustadt and entering it. The current security regulations are available on internet at [www.blg.de](http://www.blg.de).

#### 4. Special provisions for trans-shipment in the port

##### 4.1. Direct and indirect trans-shipment

4.1.1. BLG will temporarily store the goods for trans-shipment, insofar as no differing agreements are made. Goods can also be stored in the open air temporarily.

4.1.2. BLG is entitled to refuse a commissioned direct trans-shipment, insofar as such a trans-shipment delays the trans-shipment of the affected goods or other trans-shipping sequences in a way that is unreasonable for BLG, or if it would be adversely affected in another way. If BLG implements a direct trans-shipment, then it is only obligated to inspect the identification markings or brands of the goods, insofar as this is implementable within the framework of customarily handling the trans-shipment without particular difficulties.

##### 4.2. Handling and inspecting the goods

4.2.1. BLG allows the authorized disposers and their authorized agents to handle and inspect their goods in the sheds and open-air storage spaces that serve for interim storage of the trans-shipped goods, to the extent which is customary in Bremen's ports.

4.2.2. The authorized disposer and his authorized agents are not permitted to do any preparatory trans-shipping work, especially of combining the goods into units or placing them in loading equipment or means of transport (pallets, containers, trailers, etc.), as well as unloading from such loading units or transport units including all of the associated ancillary activities (lashing, de-lashing, etc.) and work that is typical for ports (like loading, discharging cargo and bunkering cargo from ocean-going ships and barges, trans-shipping goods of all kinds on the quay's areas and in the quay's halls, as well as the cleaning work on ships) and this work will be carried out by BLG exclusively.

4.2.3. Insofar as BLG judges that the packaging requires to be repaired or reinforced, or that measures are required to be taken for improvement or safety, or that other work is required concerning the delivered goods, then it can carry out such services or let them be carried out for charging to the authorized disposer, insofar as the customer or the authorized disposer cannot be contacted in good time in order to arrange for such measures himself.

##### 4.3. Moorings

4.3.1. Every skipper (i.e., captain) remains responsible for his ship permanently complying with the regulations of public law for docking at the allocated mooring in the port, irrespective of BLG's instructions about moorings. BLG cannot ensure that the ships dock at the

moorings or cast off from them at any time, on account of other uses in the harbour basin and BLG's operational installations.

4.3.2. BLG can demand – in the interests of optimally using BLG's installations as well as ensuring smooth traffic – that ships leave the moorings which are allocated to them immediately after finishing the trans-shipping work. It can also demand that the ship(s) shall be hauled by tug to another mooring, if this is required because of reasons to do with the specific goods, or if the ship or the stevedores who are working on the ship do not fulfil their obligations properly as a result of lacking personnel, refusing the arranged extra work or for other reasons, including those of force majeure. BLG is not responsible for the disadvantages arising for the ship because of that.

4.3.3. If a ship does not comply with these instructions, then BLG will be entitled to let a third party carry out the arranged measures at the ship's cost and risk, after it has coordinated with the port authority or the harbour master. The customer allows BLG herewith to enter the ship at any time, whenever it requires to do so for this purpose.

##### 4.4. Ship's representative

The agreements that are made with the agents or the ship's representatives who are acting for the ship are binding in the same way as the agreements that are made with its captain.

##### 4.5. Ship's clearances

4.5.1. Cargo manifests (loading lists, etc.) for the loading and unloading of ships must be submitted in good time so that BLG can make the requisite trans-shipping arrangements. The loading and unloading of ships has to be done at the hatch or on the deck in such a way that the work on the quay is not delayed or interrupted. BLG can demand that ships work uninterruptedly until their clearance has been completed; any extra costs that arise because of that must be borne by the shipping line or its representative.

4.5.2. It is only permitted to load and load with the ship's own hoisting gear in an exceptional case and with BLG's express consent.

##### 4.6. Cargo manifest

4.6.1. The cargo manifest that is submitted by the ship according to Clause 4.5.1 must give the identification marking, number of items, hazardous characteristics and type of packaging, as well as the nature, quality and weight of the goods – and also the volume in the case of bulk goods – in the case of conventionally transported goods. The hazardous goods that are listed in the manifest must be specially identified according to the more detailed standard of Clauses 2.5.4 and 2.5.5. The cargo manifest applies as the order for the unloading and collection of the goods as goods in transit until separate orders are

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

submitted. The collection will take place in sheds or in open-air spaces or both, according to BLG's judgement.

- 4.6.2.** If an order that is endorsed with "Unload" is submitted with the release note by the shipping agent or ship broker, or if a corresponding electronic order has been received by BLG and accepted by it, then the customer will also apply as the solely authorized disposer of the goods that are described in the order, if these goods have already been unloaded on account of a cargo manifest that was submitted by the ship and they have been collected in BLG's installations. The customer undertakes vis-à-vis BLG, by means of submitting an order according to line 1, to also bear BLG's costs of unloading the goods that are stated in the order and collecting them in its installations: namely irrespective of the continuing duty to pay the costs of the party who arranged for these services.
- 4.7. Unloading from ships**
- 4.7.1.** BLG will bring all of the cargo will be brought on board the ship and place it in the stowage space that has been specified by the ship, insofar as nothing else has been agreed with the customer.
- 4.7.2.** BLG will use a suitable device to bring the cargo on board the ship which cannot be transported on board under its own power. Every item of hoisted cargo will apply as having been accepted by the ship when it has passed over the ship's railing completely. All of BLG's activities that occur after this point in time for bringing the goods to the final stowage space, including the further use of devices, will take place on the basis of it being commissioned by the ship. BLG's hoisting gear or lifting tackle will work in the ship's area and up to the railing according to the instructions of the ship's authorized representative or agent; the ship is responsible for ensuring that the appropriate signals are given by a signalman. Furthermore, it is incumbent on the ship to be solely responsible for taking the requisite auxiliary measures, like for example when transporting the goods by means of lowering them on ropes and lifting them on crane hooks.
- 4.7.3.** BLG's employees must be granted on demand access to every area of the ship in which BLG is working with its own hoisting gear or lifting tackle. The ship's own responsibility for the personnel who are working on board by carrying out the activities that are incumbent on it, like for example giving signals, remains unaffected by this rule.
- 4.7.4.** Insofar as the customer or the ship requests that the cargo will be loaded by BLG with the customer's device or the ship's device (e.g., a traverse), this device will be used at the customer's risk or the ship's risk. BLG is not obligated to check that this device is suitable for the loading, unless there are apparent indications of its unsuitability.
- 4.8. Loading, fastening, stevedoring and loading instructions**
- 4.8.1.** If BLG undertakes to load the goods on board the ship according to the contract, then the entire cargo will be stowed according to the instructions of the skipper (captain) or his authorized agent.
- 4.8.2.** If BLG undertakes the stevedoring services according to the contract – in particularly on board of the customer's ship, not the ADSp in the latest version but rather the Non-bidding recommendations of the General Terms and Conditions for the stevedoring industry in the ports of the State Bremen ("Allgemeine Stauereibedingungen") in the latest version supplementarily in deviation from Clause 1.4 of these AGBO shall apply to those performances. In case of deviations or inconsistencies between the General Stevedoring Conditions and these AGBO, "Allgemeine Stauereibedingungen" shall take precedence.
- 4.8.3.** The fastening for protecting the goods and ensuring the ship's operational safety is not an object of the order. The customer cannot make a corresponding claim for liability. The customer is obligated to stow the goods on board the ship so that the ship can transport them safely and operate itself safely, insofar as BLG has not agreed anything different with the customer, or insofar as these AGBO do not stipulate otherwise. If the goods will be handed over for transport in a container, on a pallet, or in or on any other loading equipment that will be utilized for combining the items of freight, then the customer will also have to stow and secure the goods in or on the loading equipment so that are safe to transport. BLG is entitled to give instructions for the ship's safe transport or for avoiding damages. The customer is obligated to follow these instructions.
- 4.9. Unloading of ships**
- 4.9.1.** The entire cargo will be unloaded by BLG and brought onto the land, insofar as nothing else has been agreed with the customer.
- 4.9.2.** Goods that are stowed in containers, flats or on trailers, which will be unpacked by BLG after being commissioned by a shipping agent or ship broker, remain in the ship's custody until every consignment of them has been unpacked completely. The unpacked goods will apply as having been accepted by BLG after this point in time; they will thereupon be handled in the same way as those conventionally transported goods which it accepts from ships.
- 4.9.3.** The stevedore on the ship must use the hosting gear to lift the cargo that cannot be transported on board under its own power, in such a way that the crane hooks and crane ropes are vertical for the purposes of unloading it in the hatch or on deck. The ship has to separate but not mix the individual parts of the cargo that are described in the bill of lading and then unload them by means of hoists that are as equal as possible.

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

**4.9.4.** The goods apply as accept by BLG when they are put down on land, subject to more detailed establishment of the number of items, condition, etc. The regulations of Clause 4.7.3 apply supplementarily.

**4.9.5.** The ship is additionally responsible for continuously supervising the trans-shipping harness when the goods are being lifted onto the ship, in the case of trans-shipping cargo that cannot be transported on board under its own power.

**4.9.6.** BLG does not undertake to inform the recipient about the arrival of the goods in the case that it accepts goods from ocean-going ships because this action is incumbent on the freight-forwarder. BLG is not obligated either to notify the recipient about any differences between the information that was given in the loading papers and the actual circumstances regarding the size, weight, marking or description of the goods.

Insofar as the customer or the ship demands that the cargo will be unloaded by BLG with the customer's device or the ship's device (e.g., a traverse), then this device will be used at the customer's risk or the ship's risk. BLG is not obligated to check that this device is suitable for the unloading, unless there are apparent indications of its unsuitability.

### **4.10. Delivery on land and loading**

**4.10.1.** BLG is entitled to refuse to deliver and handle goods that have been brought or transported by ship until they have been finally unloaded from the ship, insofar as it judges that the proper implementation of the unloading transaction and the requisite supervision over the parties that have to deliver the goods would be adversely affected otherwise

**4.10.2.** BLG will deliver the goods to those persons who hold a declaration of release from the shipping agent or the ship broker which proves that the customer is the legitimate recipient, in addition to the delivery order or loading order or both or the electronic data which has to be submitted by him.

**4.10.3.** The goods will only be delivered in return for payment of all the remuneration that is owed to BLG for the delivery.

**4.10.4.** BLG will load the goods that have to be delivered into the spaces on the means of inland transport which it intends for them, according to the more detailed standard that is given in Clauses 3.11 and 3.12.

### **4.11. Packs of containers, flats and trailers**

If BGL undertakes to load or pack conventionally delivered cargo in containers, flats or on trailers, then the loading of every packed item into a container, flat or trailer will

apply as its handover to the aforementioned freight-forwarder's authorized disposer.

## **5. Dealing with cases of loss**

### **5.1. Establishing the damage**

**5.1.1.** BLG will only establish those defects which are detectable externally when accepting and delivering the goods. The result will be set down in writing or electronically recorded and notified to the authorized disposer on request.

**5.1.2.** If loss, diminution or damage of the goods that have been accepted by BLG is registered by the authorized disposer, then BLG will establish the condition of the goods and also the cause and time when the damage occurred – if at all possible – and inform the authorized disposer about the result in writing.

**5.1.3.** BLG does not represent the recipient's rights that are derived from the bill of lading or the carrier's receipts vis-à-vis the freight-forwarder, when it accepts the goods from ships. In particular, BLG is not obligated to notify the damage according to article 510 of the German Commercial Code or to participate in an inspection of the goods that has been arranged by the ship.

### **5.2. Notice of damage and the obligation to give notice of defects**

**5.2.1.** If loss or damage to the goods is detectable externally, then the customer or the recipient has to notify the loss of the damage to BLG when the goods are delivered at the latest. If the loss or the damage was undetectable externally, then the customer or the recipient will have to notify the loss or damage to BLG in writing within three calendar days after the delivery. The loss or damage must be described as precisely as possible in the notice. Formalized expressions like "soiled", "lost" or "damaged" do not suffice.

**5.2.2.** Delivery to the authorized recipient is on a par with loading the goods into the railway wagons or into containers, flats or on trailers, as well as with handing over the goods on the ship.

**5.2.3.** If loss or damage to the goods has not been notified yet according to Clause 5.2.1, nor has it been established by BLG in the aforementioned way, then it will be assumed that the goods were delivered completely and that they are undamaged. It will also be assumed that this damage was caused by a circumstance for which BLG is not responsible, if loss or damage of the goods is proved.

## **6. Liability**

### **6.1. The customer's liability**

**6.1.1.** The customer is liable for all of the damages that arise from incorrect, imprecise, insufficient or delayed information, especially about the number of units, weight, quality (e.g., hazardousness), or that arise from defects in the goods or their packaging in BLG's installations, or in the goods that are stored or trans-shipped there or on third-party premises.

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

- 6.1.2. The customer is responsible for the persons who he serves in order to fulfil his obligation of submitting the correctly drawn-up orders, cargo manifests, loading lists, packing lists or data that is conveyed electronically, etc., to the same extent as his own responsibility.
- 6.2. **The customer's withdrawal**
- 6.2.1. If there is an infringement of duty for which BLG is not responsible, then the customer is not entitled to withdraw from the contract.
- 6.3. **BLG's responsibility**
- 6.3.1. BLG has to fulfil its contractual duties by taking the due care and diligence of a prudent businessman. BLG will be liable to the customer according to Clauses 6.3 to 6.8 for the damages that arise in the case that it culpably infringes this due care and diligence.
- 6.3.2. BLG is responsible for the actions and omissions of its employees and agents to the same extent as its own actions and omissions, if the employee or agent acts for BLG when carrying out the work. The same rule applies to the actions and omissions of other persons who serve BLG when carrying out the order that has been placed with it. The regulations about liability in this section also apply to the liability of its organs, sub-contractors and suppliers.
- 6.3.3. This section's regulations about liability apply irrespectively of which contractual or non-contractual basis for a claim can support a claim for compensatory damages. The further legal limitations of liability and exclusion of liability – which are stated in other provisions of these AGBO or in individual agreements – remain unaffected.
- 6.4. **BLG's liability**
- 6.4.1. BLG is liable unlimitedly for deliberately caused damages, for damages on account of grossly negligent infringement of an essential contractual duty, i.e., essential rights or duties arising from the contract's content and purpose, as well as for damages arising from the impairment of life, physical injury or harmed health. BLG is only limitedly liable to compensate for the damage that was foreseeable and contractually typical when the contract began, in the case that the damages were caused by gross negligence and they are not covered by line 1. BLG is also only liable to compensate for the damage that was foreseeable and contractually typical when the contract began, in the case of infringing an essential contractual duty.
- 6.4.2. BLG is not liable for damages that were caused by slight negligence, insofar as nothing else arises from Clause 6.4.1.
- 6.4.3. BLG is not liable for damage that was caused by any non-remunerative assistance that it gave and for which it is not contractually obligated, except in the case of intent by its legal representatives.
- 6.4.4. Insofar as BLG only owes completion of the contracts that are required for providing the contractual services, it is only liable for carefully choosing the third parties who are commissioned by it.
- 6.4.5. In all cases where BLG is liable for loss or damage of the goods (impaired goods resulting from loss or damage of the goods during the period from handover for transport until delivery), it must reimburse the value and cost according to the legal provisions, subject to the total limitations of liability that are mentioned by Clause 6.5.
- 6.5. **Assumed innocence**
- 6.5.1. If damage has occurred that could have arisen from the presence of the following dangers according to the circumstances of the case, e.g.,
1. lightning strike, fire, entry of water, storm, explosion, radioactivity, sand and other externally applied impacts, which are caused by third parties (e.g., atomized paint), bird droppings, or damages that have been caused by gnawing rodents (i.e., rats);
  2. serious damage or theft (articles 243, 244 and 249 of the German Penal Code);
  3. lost or damaged goods which are accommodated according to the contract or customarily in the open air, or in stores with only a roof covering, or in storage spaces, or in those spaces in which the authorized disposer or his authorized agents, or both, are permitted to handle their goods;
  4. force majeure according to Clause 3.10.1.
  5. actions or omissions of the customer, his authorized disposers or their representatives;
  6. loading or unloading of the goods by the customer, his authorized disposers or their authorized agents;
  7. lacking or defective packaging or wrong identification marking, other marking, information about the size and weight, or an inadequate description of the centre of gravity or fastening points;
  8. latent defects or the nature and quality of the goods;
- then it will be assumed that the damage has arisen from this danger.
- BLG will only be liable in the aforementioned cases if it is proved that the damage was also caused at least by the culpability that is based on its liability according to Clauses 6.2 and 6.3.
- 6.5.2. If damage is not only attributable to the presence of dangers that are described in more detail by Clause 6.5.1 but also to BLG's culpability that leads to the liability, then the reason for the obligation to pay compensatory damages and the scope of the compensation

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

which has to be paid depend on the extent to which the particular dangers that are described by this clause on the one hand and on BLG's culpability on which the liability is based on the other hand have contributed to the damage.

- 6.6. Total limits of liability**
- 6.6.1.** The following paragraphs apply to the amount of compensatory damages which have to be paid in cases where BLG is liable to pay compensation for damage that has arisen according to the reasons that are stated in Clauses 6.2 and 6.4, instead of it being unlimitedly liable according to these AGBO.
- 6.6.2. If compensation must be paid according to articles 429 and 430 of the German Commercial Code for damage of the goods, or for entire or partial loss of the goods (impaired goods), then this compensation will be limited to an amount of two invoiced units (special drawing rights) for each kilogramme of the bulk weight of the goods which have been lost or damaged. The liability will be supplementarily limited, to € 50.000 per event of damage and to €250.000 per calendar year and per customer. The respectively lower limit of liability applies.**
- 6.6.3. In cases that are not covered by Clause 6.6.2 – especially in the field of warehouse keeper's liability and provision of other services or work by BLG – BLG's liability is limited to two special drawing rights per kg gross of the lost or damaged goods, however not more than EUR 35.000 per damaging event. If the customer's damage consists of a difference between the nominal and actual inventory, BLG's liability, in deviation from above, is limited to EUR 70.000 per year, regardless of the number and form of the implemented inventories, and the number of damaging events that are causal for the inventories' differences.**
- 6.6.4. Regardless of how many claims arising from a damaging event, BLG's liability in any case is limited to EUR 2,5 million or two special drawing rights per each event, whichever is higher. If the sum of individual claims, which is calculated according to the maximum limits of liability in the above paragraphs, is higher than this amount, this amount will proportionally be distributed to the individual claimants, - and in ratio of the claims calculated according to the above provisions. If the amount of the individual claims or their distribution among the individual claimants is disputed, BLG shall exempt itself from liability to all claimants by consigning the total maximum amount of liability which must be paid.**
- 6.6.5. BLG's liability is limited in every case to € 2,500,000 or two special drawing rights per event of damage, according to which amount is higher, irrespective of how many claims are made arising from one event of damage. If the sum of the individual claims when calculated according to the highest limits of liability in the preceding paragraphs is higher than this amount, then this amount will be distributed proportionately among the individual claimants: namely, in the ratio of the claims that are calculated according to the preceding provisions. If the amount of the individual claims is disputed, than BLG can exempt itself from the liability to individual claimants by means of depositing the highest sum of liability which has to be paid as a whole.**
- 6.6.6.** The invoicing unit that is mentioned here is the special drawing right of the International Monetary Fund. The amount will be converted into Euro according to its value against the special drawing right on the day when the goods are delivered by BLG.
- 6.6.7.** If BLG is liable for damages arising from exceeding an agreed time-limit, then the duty to pay compensation will be limited to thrice the trans-shipping remuneration at the most.
- 6.6.8.** The aforementioned limitations of liability refer to all kinds of claims arising from impermissible handling.
- 6.6.9.** If injured parties make claims against BLG's organs or employees, or against those persons for whom BLG has a duty of care under industrial law, then these persons can cite all of the limitations of liability that apply to BLG.
- 6.7. Extended liability for a declaration of value**
- 6.7.1.** The exemptions of liability and the limitations of liability that are specified in Clauses 6.3 to 6.5 do not apply, insofar as the type of goods and their value have been notified to the customer separately via the data-processing system in writing before they are delivered and the information about value has been entered in the order which was placed for the relevant goods. The same rule applies in the case of loss or damage of the goods, insofar as the customer has notified the amount of a special interest via the data-processing system in writing before the contract was completed.
- 6.7.2.** The highest limit of liability is determined according to the declared value of the goods or of the special interest, or both, for declarations of value of the type that is stated in the aforementioned paragraph. BLG will insure the declared value of the goods and the declared value of the special interest against loss or damage at the respectively declared value and charge the costs to the employer as a remunerative surcharge, for the period in which it has custody of the goods. If BLG has arranged such an insurance policy, then it will be exempted from the liability for all damages that are covered and remunerated by this insurance policy. This rule also applies in the case that the insured sum is less than the actual value of the goods, or of the interest, or both, or of the actual amount of damage, as a result of the customer giving insufficient information

## General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH

about the value.

### 6.8. Statutory period of limitations

- 6.8.1. The legal regulations about the statutory period of limitations apply to the statutory limitation of the customer's claims against BLG according to the German Commercial Code.
- 6.8.2. The customer's other claims against BLG due to infringement of duty, especially claims for compensatory damages, will be time-barred after one year has expired. The legal regulations about the statutory period of limitations apply to the customer's claims against BLG, as a divergence from line 1:
- a) due to damage arising from impairment of life, physical injury or harmed health, as well as damages on account of infringing essential rights and duties arising from the contract;
  - b) due to damage that is based on a deliberate or grossly negligent infringement of duty by BLG.
- 6.8.3. The legal regulations about the beginning, inhibition, hampering of the operational sequence and recommencement of the statutory periods of limitation remain unaffected.

### 7. Confidentiality

- 7.1. The customer undertakes to treat all documents, data or information of BLG, which are entrusted, made available or become known to the customer, as strictly confidential. Such confidential information can be only used for the contractual stipulated purposes and shall be made accessible neither in whole nor in part directly or indirectly to a Third Party.
- 7.2. Any further use for own purposes or for third party is only permitted if BLG in advance has given its explicit consent in writing. In case of the absence of contrary agreement, the customer shall use the technical information made accessible to the customer or received from BLG, especially intentions, experiences, knowledge or constructions only within the scope of the cooperation according to the signed contract on the basis of these AGBO. Such technical information must be treated after the termination of the contractual relations in a period of 2 years als confidential.
- 7.3. The confidentiality obligation shall not apply to information or documents demonstrably already known to the customer at the beginning of the cooperation; demonstrably lawfully received from a Third Party, are or become known without any infringement of the obligations contained in these AGBO.
- 7.4. Third Parties within the meaning of his clause are not affiliated companies with the contractual parties in respect of § 15 ff AktG. The same confidentiality obligations shall be imposed on these companies in event of passing on information.

### 8. Final provisions

#### 8.1. Right of lien and right of retention

- 8.1.1. BLG has a right of lien and a right of retention on account of this contract over the goods that are in its custody because of all the due debt-claims and the debt-claims that are not due for payment, which are vested in BLG vis-à-vis the customer and arise from the contract as well as from other contracts that have been concluded with the customer.

These rights also include the amounts that are deposited instead of the goods, as well as the debt claims in place of the goods which arise as compensation because of fire-damage or other reasons. Debt claims of the type that are stated in the aforementioned sentence apply as having been assigned to BLG when they are created.

- 8.1.2. If the customer is in arrears or default with paying the secured debt claims, then BLG can exercise the right of lien by publicly auctioning them or selling them by private treaty. This rule also applies whenever the customer's whereabouts are unknown, or if a letter cannot be served on the customer. The proceeds from the sale must be set off against the customer's liabilities according to article 367 of the German Civil Code, after deducting the sale's reasonable costs.

- 8.1.3. A waiting time-limit of two weeks replaces the monthly time-limit in article 1234 of the German Civil Code.

- 8.1.4. Further legal rights of lien and rights of retention remain unaffected.

#### 8.2. Legal recourse, place of performance and place of jurisdiction

- 8.2.1. German law applies to all of the legal relationships between BLG and its customer.
- 8.2.2. Bremen is the place of performance for all obligations arising from the contract, insofar as BLG has not agreed anything else with the customer.
- 8.2.3. Bremen is the exclusive place of jurisdiction for all disputes arising from this contract or in connection with it.

#### 8.3. Miscellaneous

- 8.3.1. BLG is entitled to employ sub-contractors.
- 8.3.2. BLG is entitled to indicate its logistical activities for the customer in advertisements, as well as in other tenders and quotations should the occasion arise.
- 8.3.3. The customer is not allowed to assign a debt claims arising from the contract without BLG's prior consent in writing. Article 354a of the German Commercial Code remains unaffected.

## **General Terms and Conditions of Business and Work Rules (AGBO) of BLG Cargo Logistics GmbH**

The customer is not allowed to assign this contract or parts of it to a third party without BLG's prior consent in writing.

- 8.3.4. Information about collecting and processing personal data according to Article 13, 14, 21 General Data Protection Regulation (GDPR) can be found at the homepage [www.blg.de](http://www.blg.de).
- 8.3.5. If individual provisions of the contract that is concluded between the customer and BLG are inoperative or invalid, or if they become so, then the operativeness of the contract will not be affected because of that. The inoperative or invalid provision will be replaced by a provision which approximates as closely as possible to the economic sense and purpose of the inoperative or invalid provision in a legally effective way. The aforementioned regulation applies to regulatory loopholes accordingly. If individual provisions of the contract are General Terms and Conditions of Business, then article 306, paragraphs 1 and 2 of the German Civil Code apply as a divergence from the aforementioned rules.
- 8.3.6. No action by BLG, apart from an express declaration of waiver, represents a waiver of a right which is vested in BLG arising from the contract or the law. A delay in asserting or exercising BLG's rights does not apply as a waiver of the relevant right either. A non-recurring waiver of a right does not apply as a waiver of the right in another matter.