

-GTCR-

General Terms and Conditions and Work Rules (GTCR) for the Companies in the AUTOMOBILE Division

- BLG Automobile Logistics GmbH & Co. KG
- BLG AutoTerminal Bremerhaven GmbH & Co. KG
- BLG AutoTerminal Cuxhaven GmbH & Co. KG
- BLG Auto Terminal Deutschland GmbH & Co. KG
- BLG AutoTec GmbH & Co. KG
- BLG AutoTransport GmbH & Co. KG
- BLG AutoRail GmbH
- BLG RailTec GmbH
- BLGAutomobile Logistics Süd-/Osteuropa GmbH

**General Terms and Conditions and Work Rules (GTCR)
for the Companies in the AUTOMOBILE Division**

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**I. Section
General Terms and Conditions and Work Rules**

Preamble

The principals (referred to in the following as "customers") of the commissioned company are aware that there is a considerable discrepancy between the compensation for the

logistical services and the value of the goods being handled and the equipment used. For this reason, the commissioned company is forced to limit the scope and amount of its liability. Therefore, it is the principal's obligation to insure the goods against insurable hazards and to arrange a waiver of recourse with these insurers. Furthermore, the commissioned company can only carry out the logistical services for which it was commissioned properly and punctually if its customers provide the prepayments for which they are responsible and properly and punctually fulfil the obligations of cooperation and disclosure incumbent on them.

§ 1 Scope

- 1.1. These general terms and conditions and work rules (in the following: GTCR) apply to all companies in the automotive business division mentioned on the cover sheet (in the following these companies, especially the specific company of that division commissioned by the customer, will be referred to "BLG").
- 1.2. All tenders and contracts between customer and BLG are based solely on the BLG's GTCR. The BLG does not recognise any standard business terms and conditions of the customer that differ from these unless the BLG expressly agrees to recognise them as valid. These GTCR also apply if the BLG completes its services in knowledge of contrary or differing conditions from the customer.
- 1.3. These GTCR also apply for future tenders and contracts in the framework of the business relationship between the customer and the BLG, even if the BLG does not expressly refer to them.
- 1.4. Also applicable as a supplement to these GTCR are the General Terms and Conditions for German Shipping Companies (German abbreviation: ADSp) in their current edition. In the event of a contradiction or loophole between the GTCR and the ADSp, these GTCR have precedence.
- 1.5. Section I of these GTCRs apply to all tenders and contracts of the BLG. Sections II through VI contain additional rules for specific services which are cumulatively applicable where relevant.

§ 2 Concluding Contracts, Third-Party Claims und Customer's Obligation to Hold Harmless

- 2.1. BLG's tenders are non-binding until the customer issues a written declaration of acceptance. If a customer's order is not based on a tender from BLG, a contract with the BLG only comes into existence if the customer receives a written confirmation of order from BLG or the BLG begins to perform services.
- 2.2. The BLG will only undertake services in connection with hazardous materials in the sense of the laws governing hazardous materials that apply in the specific instance (e.g. the Law on the Transport of Hazardous Materials or the IMDG-Code) or other hazardous materials if this was expressly arranged with the customer in advance. It is the customer's responsibility to check whether the handling of the goods is permitted under the authoritative legal or regulatory provisions and whether there are specific requirements.
- 2.3. Conclusion of contract and performance of service is done under reservation of correct and timely performance by BLG's suppliers. This applies only in the event that a failure to perform is not due to culpability on BLG's part, especially on conclusion of a congruent hedging transaction with the supplier. Should the BLG be unable to perform the contracted service due to a failure in supply, BLG can withdraw from the contract. The BLG will then inform the customer immediately concerning an incorrect or non-punctual delivery and immediately refund any counter-consideration that has already been paid.
- 2.4. If the customer and BLG agree on additional services after the conclusion of the contract, BLG will bill the customer for these services separately. To the extent that BLG has not arranged

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anything otherwise with the customer, BLG's prices and rates agreed to at the time the services were rendered apply.

- 2.5. In the event that no contract is concluded, the principal must compensate BLG for all accumulated expenses and investment costs accrued through the point at which the negotiations failed and which the BLG accrued in the course of pursuing the contract.
- 2.6. If BLG acts as a sub-contractor for the customer (e.g. as substitute carrier), no third party claims (e.g. of the receiver) come into existence by dint of the contract between BLG and the customer. Sentence 1 does not apply in the case of legal claims on the part of the third party. If BLG is subjected to claims by a third party (e.g. by way of liquidation of third-party damages) BLG can also assert all objections and defences to which the customer is entitled against the third party. The customer will, on request, immediately provide BLG with information concerning existing objections. If in the course of a claim brought by a third party, BLG is liable for a higher amount to this party than to the customer (excess liability), the customer is obligated to indemnify BLG against this excess liability on a first written request from BLG.

§ 3 Principal's Obligations to Inform and Cooperate

- 3.1. The principal will inform BLG in a timely fashion prior to performance of any contractual services of all factors influencing the execution of the contract, especially the number, type, size and masses and contents of the goods, their readiness for loading and any special properties (centre of mass, hazardous nature, fragility and sensitivity to temperature, etc.). On acceptance and transfer of goods that are temperature sensitive or perishable, it is the principal's responsibility to take the necessary measures to assure that the goods are handled safely and do so in a timely fashion prior to the delivery or acceptance of the goods or to make such arrangements with BLG. The principal must also voluntarily send BLG all information (especially that which is needed for compliance with safety regulations) that is needed for the proper export from the area and/or the import of goods into the geographic area of the Federal Republic of Germany/EU.
- 3.2. In the case of hazardous goods, the principal must communicate to BLG in writing the exact nature of the hazard and the precautionary measures to be taken at the latest on conclusion of contract. If this is a hazardous material in the sense of the Law on the Transport of Hazardous Materials or other goods for whose transport or storage there are specific hazardous materials regulations, then the principal must inform BLG of the classification under the applicable hazardous materials law.
- 3.3. To the extent that the principal refers BLG to a third party for the disclosures listed in the numbers given above, their information can be deemed equivalent to that of the principal.
- 3.4. The goods and/or their containers must be labelled by the principal clearly and permanently with the legally/officially required markings and warnings concerning their proper handling.
- 3.5. BLG is not obligated to review documents, planning documents or shipping regulations that it receives from the principal, from third parties assignable to it or its temporary employees for accuracy unless BLG detects obvious evidence of inconsistencies. The same applies to permits. Neither is BLG obligated to check the authenticity of the signatures on the communications relating to the goods or other correspondence to determine if the signer is truly authorised to represent.
- 3.6. Permits are to be produced exclusively by the principal at own cost prior to the start of work. There is no obligation on the part of BLG to review the documents for completeness and accuracy of the permit.
- 3.7. If the principal breaches its obligations to inform, label or cooperate, it is obligated to pay BLG compensation for damages unless it is not responsible for the failure to meet its obligations. To this extent, the customer is obligated to indemnify BLG against any third-party claims on first request.

§ 4 Prices and Payment Conditions

- 4.1. The prices named in BLG's tender refer only to its own listed services and/or services by third parties for BLG and only to goods of normal scope, weight and composition as well as the customer's information.
- 4.2. All prices are understood as net, i. e. excluding the VAT and packaging costs. To the extent that there is applicable VAT, it will be listed separately in the invoice at the rate in effect on the day the invoice was issued. The packaging becomes the property of the customer.
- 4.3. On the business premises of BLG, the provisions of the ISPS-Codes (International Ship and Port Facility Security-Code) apply. BLG is entitled to take all safety measures necessary for implementing the ISPS Code. The costs for this will be borne by the principal.
- 4.4. BLG is entitled to increase its prices commensurate with the actual costs if the information and disclosures about the goods and /or the services to be performed communicated in the principal's query turn out to be inaccurate or incomplete.
- 4.5. If BLG's costs increase or if freight charges, taxes, levies or fees are introduced after the contract is concluded, BLG is entitled to change the price correspondingly unless BLG is responsible for the increase. This applies especially in the case of cost increases after the conclusion of contract that are attributable to changes in the collective wage agreements personnel employed or other hindrance or complication for which BLG cannot be held responsible. The principal must compensate BLG for any resulting added expenses.
- 4.6. To the extent that nothing else expressly proceeds from the contract, the principal, invoiced amounts are to be paid within 7 calendar days of the invoicing date without any deduction through no-charge transfer to one of the accounts held by BLG. The date and time when the payment is credited to the account held by BLG will decide the timeliness of the payment.
- 4.7. Bills of exchange and cheques will only be accepted on account of payment. All collection costs arising will be charged to the principal.
- 4.8. If it becomes clear that BLG's receivables claims are endangered by the principal's limited ability to render payment, BLG is entitled to declare all claims deriving from business relationship with the principal that are not already due to be immediately due and payable, to the extent that BLG has already completed its services. This also applies if BLG has already accepted bills of exchange or cheques. This danger is deemed to exist especially if a communication from a bank or credit bureau suggests that the principal's creditworthiness is questionable or if the principal is in default on at least two invoices. In this case BLG is entitled to set the customer a suitable grace period in which the customer must either render payment or provide security, as the customer chooses, in return for performance of the still outstanding services on a quid pro quo basis. Should this period pass without improvement, BLG can withdraw from the contract. In the event that payments are stopped or the principal becomes excessively indebted, no such grace period needs to be set.
- 4.9. The principal can only offset with undisputed or legally established claims. This also applies to the assertion of rights of retention or rights to refuse performance.

§ 5 Execution of Contracted Services

- 5.1. **Obligation to Perform, Delivery Deadlines, Partial Shipments**
BLG will complete the work stated in the order in a sequence that it deems efficient according to its professional judgement. BLG is entitled to make partial shipments to the extent that these are reasonable to the customer.

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5.2. Checks on Goods

BLG is entitled but not obligated to check and determine at any time whether the weight, type and the composition of the goods conveyed to it agree with the information stated in the matching contracts. Instead, BLG can, at its discretion, demand that the principal provides documentation of the accuracy of this information or proof of the measurements of the goods. The costs of a review will be borne by the principal if its information proves incorrect.

BLG can refuse to check the goods conveyed to it for labelling and numbers if it deems this would lead to a considerable impediment to transfer.

In the case of goods that is transferred in a container, on a pallet or on some other loading equipment used to collect freight pieces, BLG is only obligated to note the number of pallets or containers.

5.3. Transfer to the Authorised Recipient

The transfer of the goods to the recipient's agent or to a freight carrier authorised to receive it is deemed equivalent to delivery. Furthermore, it is deemed equivalent to loading the goods onto a truck, a railroad car, container, flatbed or trailer or to loading the goods on a ship.

5.4. Exclusions of Acceptance

Goods that, in BLG's judgment, are not suitable for acceptance or safe transfer due to their properties, composition or packaging, are excluded from acceptance.

5.5. Loading

Loading goods so that they are safe for transportation and operations, as well as unloading the goods, is the customer's responsibility, to the extent that BLG has not arranged something else with it. Should the goods be handed over for transport in a container or on a pallet or some other loading equipment that is used to collect freight pieces, the customer must also stow and secure the good in or on the loading equipment so that it is safe for transport. If goods are loaded by the employees of BLG, the goods will be stowed following the instructions of the vehicle's driver. BLG will follow any special loading instruction forms the principal provided the vehicle driver agrees.

5.6. Force Majeure, Right to Cancel, Right of Withdrawal

5.6.1. Events of force majeure (unforeseen conditions or events for which BLG is not responsible and which BLG could not avoid exercising the due diligence of a proper merchant, such as labour unrest, war, fire, difficulties in personnel hiring or material procurement, hindrances to transportation, shortages of raw materials, measures of public authorities, blocking of thoroughfares, natural events) suspend BLG's performance obligations for their duration plus a reasonable re-start period and according to the scope of their effects. This also applies if BLG is in default. BLG will immediately inform the customer concerning the occurrence of an event of force majeure and the likely duration of the hindrance.

5.6.2. Irrespective of the fact that the COVID-19 crisis is known to all parties at the time of the contract conclusion, both parties agree that the effects of the crisis are currently still unforeseeable. Hence, in case that the parties are implicated in effects of the COVID-19 crisis that are in connection with the fulfillment of the contractual performances of the project (e.g. delays in deadline owing to official orders such as quarantine, bans, etc., delivery breakdowns and resources shortfalls, staff storages, transport hindrances such as transport routes blockages, containers and packaging material shortages, etc.), both parties are exempt from contractual obligations and duties for the duration of the respective effects and the corresponding restart phase. In the event of effects on the dates after the end of the effects, both parties shall agree on new corresponding dates and a respectively updated schedule. Both parties agree to undertake all reasonable activities to minimise the effects

as far as possible.

5.6.3. If the hindrance lasts longer than three months, both contracting parties are entitled to cancel the contract without notice even if the services have already been partially completed. The compensation for the services performed through the date of cancellation remains unaffected by this.

5.6.4. BLG is entitled to cancellation of the contract without notice if the work listed in the contract cannot be completed due to the composition of the goods, breach of the principal's obligations to inform and cooperate or other grounds for which the principal can be held responsible. In this case BLG is entitled to the agreed upon compensation and the expenses that are to be reimbursed, with credit being given for the expenses that are saved as a result of the cancellation of the contract. Instead of the actual amount calculated BLG can demand a lump-sum of one third of the agreed upon compensation.

§ 6 Hazardous, Undeliverable and Excluded Goods

6.1. Undeliverable and Excluded Goods

BLG can otherwise store goods whose acceptance or receipt is refused or cannot be affected promptly, for which a party authorised to dispose of the goods cannot be identified in spite of completed research or those which cannot be dispatched for other reasons, at its own discretion and at cost to the principal or the party authorised to dispose of the goods.

6.2. Hazardous Goods

If it becomes apparent after acceptance that a good, in BLG's assessment, endangers persons, plant equipment or other material goods because of its type or condition, the good in question is, at its request, to be repaired, transferred to other containers or removed by and at cost to the principal. Other legal claims held by BLG remain unaffected.

§ 7 Accident Prevention and Right to Instruct

7.1 Persons who drive vehicles on the business premises of BLG or otherwise use them or are present there must observe all instruction and prohibitions given in the signage and the instructions of BLG's personnel. Accident prevention regulations must be observed.

7.2 During transfer activities, people must stay out of the range of the equipment.

7.3 Furthermore, open flames and smoking are prohibited on the business premises and in the buildings operated by BLG.

§ 8 Customer Processing

8.1. Following customs, tax, railway or other legal and official regulations concerning import and export of goods into the Federal Republic of Germany and/or the EU and the provisions that concern statistics for the free movement of goods is the responsibility of the principal and the principal must specifically provide all required forms itself and if necessary amend them as well as prepare the goods and/or provide the shipping papers.

8.2. If BLG assumes the responsibility for customs or other official processing of the goods, wholly or in part, BLG will act to that extent only as a vicarious agent of the principal. To the extent that the BLG has not expressly arranged something else with the principal, no obligations deriving from this activity will be established. The principal remains obligated to completely compensate any required customs, taxes, levies, contributions or similar payments. In the event that BLG is subjected to claims to pay these customs, taxes, fees, levies, contributions or similar payments, the principle is obligated to release BLG from this obligation to render payment on first request.

§ 9 Notification of Loss and Obligation to Inform of Defect

9.1. On acceptance and delivery of the goods as well as in the case of direct transfer, BLG only identifies those defects that are

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externally recognisable. The result will be set down in writing or recorded on electronic data storage devices and communicated on request to the customer or the party authorised to dispose of the goods.

- 9.2. On receiving goods from ships, BLG does not represent the rights of the recipient deriving from the bills of lading or the waybills to the customer. Specifically, it is not obligated to report loss as stated under § 510 HGB [German Commercial Codes. BLG is entitled to participate in an inspection of the goods alongside the ship but is not obligated to do this. The parties involved in loading must provide BLG with the opportunity to participate in the inspection.
- 9.3. If a loss or damage to the goods is externally recognisable, and the customer or the recipient does not report the loss or damage when the good is delivered, at the latest, it will be assumed that the goods were delivered completely and undamaged. The aforementioned assumption also applies if the loss or damage was not externally visible and was not reported in written form within three calendar days of delivery. The loss or damage must be described as precisely as possible in the report. Routine expressions such as "fouled", "lost" or "damaged" will not suffice.
- 9.4. If a loss or damage to the goods is neither reported nor identified by an employee of BLG on site, it will be assumed that the goods were delivered completely and undamaged, as noted in BLG's handling papers. If a loss or damage to the goods is proven, it will further be assumed that the loss or damage derives from circumstances for which BLG is not responsible.

§ 10 Liability

10.1. Liability of the Principal, Withdrawal

- 10.1.1. The principal is liable for all damages to BLG facilities, to goods stored there or being transferred there or that arise at third party premises as a result of incorrect, imprecise, insufficient or late information, especially with respect to number of pieces, weight, composition (e. g. hazardous nature), by defects in the goods or their packaging, unless the principal is not responsible for the failure to meet the obligation.
- 10.1.2. The principal is just as responsible for culpable acts of the person that are assigned to fulfil its obligations necessary for submitting properly issued orders, cargo manifests, cargo lists, packing lists as for its own culpable acts.
- 10.1.3. If there is a failure to meet an obligation for which BLG cannot be held responsible, the principal is not entitled to withdraw from the contract.

10.2. Liability of BLG

- 10.2.1. BLG is liable without restriction for damages caused intentionally, for damages caused by gross negligence of an essential contractual obligation — meaning essential rights or obligations that derive from the content and purpose of the contract — as well as for damages resulting in loss of life, body or health.
- 10.2.2. For damages caused by gross negligence and not falling under Para. (1), BLG's liability is limited to compensation for damages that were foreseeable at the time the contract was concluded and typical for this type of contract. Even in the breach of an essential contractual obligation that is attributable to simple negligence, BLG is only liable to compensate for damages that were foreseeable at the time the contract was concluded and are typical for this type of contract.
- 10.2.3. Except for the cases mentioned in Para. (1) and (2) BLG is not liable for damages that were caused by simple negligence.
- 10.2.4. The liability of BLG under Para. (2) is limited in its sum to 50,000 EUR per loss event and 500,000 EUR per calendar year.

10.2.5. The liability restrictions and exclusions listed above also apply to the liability of officers, employees or vicarious agents of BLG.

10.2.6. BLG is not liable for damages caused in the course of assistance that it provides but to which it is not contractually obligated except in cases of malicious intent on the part of its legal representatives.

10.2.7. To the extent that BLG only owes the fulfilment of the services required by the contract on its conclusion, it is only liable for carefully selecting third parties that it contracts.

10.2.8. BLG is liable for damages to goods that result from the loss or damage of the goods in the period from the hand-over to transport to delivery.

10.2.9. In all cases in which BLG is liable for the loss or damage to the goods (damages to goods), BLG must — reserving the total monetary limits on liability under § 11 — pay compensation for both value and costs as defined in §§ 429, 430 HGB [German Commercial Code].

10.3. Culpability not Assumed

- 10.3.1. If a loss occurs that, based on the circumstances of the event can result from the realisation of one of the following hazards:
- Lighting, fire, water penetration, storm, hail, explosion, radioactivity, sand and other charge or loads applied from outside and caused by third parties (e. g. paint haze), bird excrement or damages caused by animal bites;
 - Significant theft, vandalism or robbery (§§ 243, 244, 249 StGB [German Penal Code]);
 - Losses or damages to goods which are generally or as term of contract stored outdoors, in warehouses or storage areas that have only a roof or similar covering, or in such room in which the party authorised to dispose of the goods and/or its authorised agents are permitted to process their goods;
 - Acts of public authorities, force majeure, strikes, lock-outs or other obstructions to work;
 - Actions or omissions of action by the principal, its vicarious agents or its representatives;
 - Loading or unloading the goods by the principal, its vicarious agents or its contractors;
 - Absent or defective packaging, inadequate or incorrect labelling, marking, measurements or weight or inadequate labelling of centre of gravity or lifting points;
 - concealed defects or the innate, natural type and composition of the goods;
- it will be assumed that the loss is attributable to this hazard.
- 10.3.2. In the cases listed above, BLG is only liable if it is proven that the loss is attributable to at least to one of the faults establishing its liability in Number 10.2.
- 10.3.3. If a loss is attributable both to the realisation of one of the hazards described in greater detail under Number 10.3.1 as well as culpability on the part of BLG that establishes liability, the obligation to provide compensation for damages as well as the scope of the compensation to be paid depends on the extent to which on the one hand the specific hazards listed under this number and on the other the justified culpability of BLG contributed to the loss.

10.4. Limitation Period

- 10.4.1. The legal statutes of limitations according to the HBG [German Commercial Code] apply to the expiration of the customer's claims against BLG.
- 10.4.2. Other claims by the customer against BLG due to breach of contract, especially claims to compensation for damages, expire after one year's time. Departing from Sentence 1, the legal provision for expiration of the

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customer's following claims against BLG apply:

- a. Owing to damages from loss of life, body or health as well as damages owing to breach of essential duties and obligations deriving from the contract:
- b. Owing to damages that were caused by intentional action or gross negligence on the part of BLG.

actual value of the goods and/or the interest or the amount of actual loss as a result of an insufficient statement of value by the principal.

10.4.3. The legal rules concerning the start, suspension, suspension of expiry as well as the re-start of expiration periods remain unaffected.

§ 11 Amount of Liability

11.1 Liability Limitations

- 11.1.1 In all cases of loss that actually occur, in which the BLG is responsible to pay compensation for damages that actually occurred and is liable without restriction according to Number 10.2, the following paragraphs (2) to (5) apply to the amount of the compensation to be paid.
- 11.1.2 If BLG must pay compensation according to §§ 429, 430 HGB [German Commercial Code] for damages or a partial or total loss of goods, this liability is limited to an amount equaling two invoice units (special drawing rights) per kg of the bulk weight of the goods lost or damaged.
- 11.1.3 Supplemental to Number 11.1.2, liability is limited to EURO 5,000.00 per package or loading unit (pallet, container, vehicle) and to EURO 50,000.00 per loss event and to EURO 250,000.00 per calendar year and principal. The lowest liability limit applies in each case.
- 11.1.4 **If BLG is liable for a loss not occurring through damage to whole or partial loss of the goods, the obligation to provide compensation for damages of all kinds is limited to a maximum of EURO 100,000.00 per loss event. This liability is limited to EURO 500,000.00 per calendar year and principal.**
- 11.1.5 **The liability of BLG is limited in any case to EURO 2 million per loss event regardless of how many claims derive from a loss event. If an amount of individual claims calculated based on the rates given above exceeds the amount of EURO 2 million, this amount will be distributed proportionally in proportion to the claims of the individual parties filing claims according to the provisions stated above. If the amount of the individual claims or the distribution among the individual claimants is disputed, BLG can release itself from all liability to all claimants by depositing the total maximum liability sum to be paid.**
- 11.1.6 Any discrepancies detected during inventory apply per principal as a loss event.

11.2 Expanded Liability for Declarations of Value

- 11.2.1 The liability exemptions and limitations specified in Numbers 10 and 11 do not apply to the extent that the principal separately communicates the type and value of the goods in writing prior to their delivery and recorded in the stated value of the goods in question. The like applies to the extent that the principal communicated the amount of a special interest in the event of loss or damage to the goods prior to the delivery of the goods and communicated the amount of this interest in the order communicated for the goods in question.
- 11.2.2 In the declarations of value of the type referred to in the paragraph above, the maximum limit of liability is determined by the declared value of the goods and/or the special interest. BLG will insure the good declared by value and the special interest declared by value against loss or damages for the period of its safekeeping of these goods at the respective declared value and collect the costs from the principal as an additional charge. If BLG concludes an insurance policy of this type, it is released from liability for every type of loss covered and compensated for by this insurance policy. This also applies in the event that the insured sum is less than the

§ 12 Obligation to Insurance and Waiver of Recourse

The principal is obligated to secure the goods against all insurable losses. BLG is only obligated on the expressed wish of the principal to provide the goods with transport or storage insurance. The principal is obligated to arrange a waiver of recourse against BLG with its insurer and the insurer's vicarious agents. On request from BLG the customer must provide BLG with documentation of the insurance and the waiver of recourse.

§ 13 BLG's Lien Rights and Right of Retention

- 13.1. BLG has a right to exercise a contractual lien and right of retention to all goods that are under its disposition as a result of this contract owing to any due or not yet due claims that BLG derives against the customer from this contract or other contracts concluded with the customer. These rights extend to the amounts deposited in place of goods well as to claims that take the place of goods in the event of claims for compensation for damages or of another nature.
- 13.2. If the customer is in default of payment of the insured claims, BLG can excise its lien rights and auction the goods publicly or sell them privately. This also applies if the customer's whereabouts are unknown or it proves impossible to reach the customer in writing. The proceeds from the alienation of the goods will be credited to the customer's obligations — minus reasonable costs of sale — as set down in § 367 BGB [German Civil Code].
- 13.3. In place of the one-month period stated in § 1234 BGB [German Civil Code], there is a waiting period of two weeks.
- 13.4. Any other legal lien rights and rights of retention are unaffected by this clause.

§ 14 Confidentiality

- 14.1. The principal is obligated to treat with utmost confidentiality all documents, data, information or other knowledge entrusted, provided or made known to it and to refrain from making these accessible to third parties either directly or indirectly and to use these exclusively to fulfil the contractually specified purposes.
- 14.2. Any use going beyond this for the principal's own purposes or those of a third party is only permitted if BLG has given consent to this in writing in advance. The principal shall use technical information, especially intentions, experiences, knowledge or constructions that BLG makes accessible to it in the framework of the collaboration with BLG or which he receives from BLG, absent any agreement that differs from that stated here, only in the framework of the collaboration under the contract based on these GTCRs and treat them with utmost confidentiality for a period of 2 years after the end of this contractual relationship.
- 14.3. The obligation of confidentiality does not apply to information and documents that were demonstrably known to the principal prior to the start of the collaboration, were demonstrably legally obtained from third parties, or were demonstrably generally known or became so without any breach of the obligations contained in these GTCRs.
- 14.4. Third parties in the sense of this provision is a company that are not associated with the contracting party in the sense defined in §§ 15 ff AktG [German Code on Public Limited Companies]. These companies are to be subjected to the same confidentiality obligations in the event that information is shared.

§ 15 Concluding Provision

15.1. Applicable Law, Place of Fulfilment and Court of Jurisdiction

- 15.1.1. The laws of the Federal Republic of Germany, without its conflict laws, apply — even for any lengths of multi-modal

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transport. The laws of the Federal Republic of Germany are also applicable for the interpretation of the contract. The application of any applicable compulsory international codifications of law governing transport remains unaffected.

carrier/shipping company, they will be kept for the delivering party until BLG receives other instructions. Section I., Number 6.1, remains unaffected.

- 15.1.2. To the extent that BLG has not arranged anything else with the customer, Bremen is the place of fulfilment for all obligations deriving from this contract.
- 15.1.3. The sole place of jurisdiction for all disputes arising from or in connection with the contract is Bremen. BLG however reserve the right to bring legal actions against the customer at its general court of jurisdiction. The international responsibility of other courts under compulsory provisions of international transportation law applicable to the contract remains unaffected.

15.2. Other

- 15.2.1. BLG is entitled to employ sub-contractors.
- 15.2.2. BLG is entitled to make reference to its logistics activities for the customer in a general form in advertising and possibly in other calls for tender or offers.
- 15.2.3. The customer may not assign a claim from the contract without the prior written consent of BLG. § 354a HGB [German Commercial Code] remains unaffected. The customer may not transfer this contract or parts to a third party thereof without the prior written consent of BLG.
- 15.2.4. Should individual provisions of the contract be or become unenforceable or void, the enforceability of the contract as a whole will not be affected by this condition. The unenforceable or void provision will be deemed replaced by a provision that most closely approximates the commercial reason and purpose of the unenforceable one in a legally enforceable way. This applies also in cases of loopholes. Should these be individual provisions of the contract's general terms and conditions, §§ 306 Para. 1 and Para. 2 BGB [German Civil Code] apply in place of the above.
- 15.2.5. No act by BLG, except for an explicitly stated waiver, constitutes a waiver by BLG of any right derived from the contract or granted under law. Neither does delay in asserting rights on the part of BLG constitute a waiver of that right. A one-time waiver of a right does not constitute waiver of the right in different circumstance.

**II. Section
Special Provisions for Port Transfer**

§ 1 Direct and Indirect Transfer

- 1.1. To the extent that no agreements departing from this are made, the goods being transferred will be temporarily stored by BLG. Goods can also be temporarily stored outdoors.
- 1.2. The BLG is entitled to refuse a requested direct transfer to the extent that such a transfer of the good in question would, in BLG's estimation, unreasonably delay the transfer of the good in question or other cargo handling procedures or would otherwise impede the process. If BLG completes a direct transfer on request, it is only obligated to check the goods to the extent that this can be carried out in the course of regular cargo handling without special difficulties.

§ 2 Acceptance of Domestic Goods

- 2.1. BLG can refuse acceptance of such goods for which no proof is provided that they are cleared for further transport.
- 2.2. If goods are delivered for a specific freight carrier/ocean shipping company, BLG will accept them for it. Further disposition of these goods is however only possible in cooperation with the specified freight carrier/shipping company.
- 2.3. If goods are delivered without any identification of the freight

§ 3 Handling Goods

- 3.1. BLG allows the parties authorised to dispose of the goods and their vicarious agents to handle their goods in port of Bremen in the usual scope in the sheds and outdoor storage areas serving as interim storage for goods in transit. This does not apply to goods that are sent to special handling facilities or BLG's facilities where handling is only carried out by BLG.
- 3.2. The parties authorised to dispose of the goods must return any goods that they process or inspect to a proper arrangement or stack them properly as well as complete any necessary cleaning; otherwise BLG will arrange for this to be done and bill the parties authorised to dispose of the goods for the work.
- 3.3. Work in preparation for cargo transfer, especially arranging goods into units on loading or transport equipment (pallets, containers, trailers, etc.) as well as breaking down such loading or transport units including all related incidental acts (lashing, unlash, etc.) and work typical to ports (such as loading, unloading and bunkering ocean-going ships and ships in inland navigation, handling cargo of all kinds along stretches of the quay and quay halls as well as work cleaning ships) by the party authorised to dispose of the cargo and its vicarious representatives is not permitted and may only be carried out by BLG.
- 3.4. To the extent that, in BLG's estimation, the goods delivered require remediation or securing measures to maintain them, repair them or to reinforce their packaging or require other types of work, it can carry out such work or have it carried out at cost to the party authorised to dispose of the goods, to the extent that the principal or the party authorised to dispose of the goods cannot be reached in time to initiate such measures itself.

§ 4 Berths

- 4.1. Irrespective of the assignment of berths by the port authority and/or harbour master, every ship's master is responsible for making sure that his ship complies with the regulations under public law for the acceptance of their assigned harbour berths. Due to other use being made of the harbour area and the commercial facilities, BLG cannot guarantee that ships will be able to enter or leave their assigned berths at any time.
- 4.2. In the interest of optimal use of BLG's facilities as well as achieving smooth traffic, BLG can demand that ships immediately leave the berths assigned them when the cargo handling work has been completed. It can also demand that the ship be tugged to another berth if this is necessary for reasons specific to the goods or if the ship or the shipboard stevedores cannot properly fulfil their obligations resulting due to insufficient personnel, refusal of assigned overtime or for other reasons including those of force majeure. BLG is not responsible for any disadvantages resulting from this.
- 4.3. If a ship fails to heed instructions from BLG, BLG is entitled in coordination with the port authorities/harbour master to carry out the measures that have been ordered at cost and risk to the ship or have them carried out by third parties. The customer here and now grants BLG required access to the ship at any time.

§ 5 Ship's Representative

Agreements made with the agent/ship's representative working for the ship are as applicable to the ship and just as binding as those with its captain.

§ 6 Ship Handling

- 6.1. Cargo manifests (cargo lists, etc.) must be submitted in a timely fashion for the loading and unloading of ships so that BLG can arrange the necessary handling dispositions. Ships being

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loaded and unloaded must arrange their activities in the hatchway or on deck in such a way that the work on the quay does not suffer any delay or interruption. BLG can demand that ships work without interruption until they complete their handling.

- 6.2. BLG permits loading and unloading of the ship with the ship's own lifting equipment only in exceptional cases and with the express permission of BLG.

§ 7 Cargo Manifest

- 7.1. In the case of conventionally transported import goods, the regular cargo manifest as explained in Number 6.1 and to be submitted by the ship must include markings, piece number, hazardous properties, types of packaging, as well as type, composition and weight of goods — and in the case of bulk goods their volume. Any hazardous goods identified in the manifest must be specially marked as described in Section I., Numbers 3.1, 3.2 and 3.4. The cargo manifest is considered cargo in transit until there are separate orders as an order for unloading and the acceptance of goods. Acceptance will be done in sheds and/or open air storage areas at BLG's discretion.
- 7.2. If an "unload" order with a release stamp from the ship's representative/agent is submitted to and accepted by BLG, the principal is also deemed the sole party authorised to dispose of the goods listed in the order if they have already been unloaded based on a cargo manifest submitted by the ship and taken into BLG's facilities. On submitting an order according to Sentence 1, the principal accepts the obligation to bear the costs for unloading the goods named in the order and accepting them in the facilities of BLG and that irrespective of the continuing financial obligation of the party who initiated these services.

§ 8 Loading Ships

- 8.1. To the extent that nothing else is arranged with the customer, all loading will be carried out by BLG at the assigned ship's side stowage point on board the ship. Every piece of cargo loaded is deemed accepted once it clears the ramp onto the ship.
- 8.2. Cargo that cannot be driven on board under its own power will be loaded onto the ship by BLG using its own equipment. Each heave is deemed accepted by the ship once the cargo is set down on the deck. All actions by BLG completed after this point in time that serve the transfer of the cargo to its final storage place including any further use of equipment will proceed on order from the ship. BLG's lifting equipment will operate in proximity to the ship from and up to the railing following the instructions of the officer assigned by the ship; consequently the ship must provide for responsible signaling by a signalman. The ship is also independently responsible for undertaking the necessary auxiliary measures, such as guiding the cargo while it is being lowered and taking the cargo down from the crane hook.
- 8.3. On request, BLG's employees are to be granted access to those areas of the ship in which BLG is working with its lifting equipment. The individual responsibility of the personnel assigned ship-side for their specified duties such as signaling is not affected by this.

§ 9 Loading, Securing, Loading Instructions

- 9.1. If BLG, according to the contract, undertakes loading the goods onto the ship, all cargo will be stowed according to the instructions of the ship's master or his agent.
- 9.2. Securing the goods for their protection and to assure the operational safety of the ship is not the object of the loading order. The principal has no corresponding liability claim. To the extent that BLG has not arranged anything else with the customer or these GTCRs do not specify anything else, the customer is obligated to load the goods on the ship and secure them in a fashion that will keep them safe for transport and operations. BLG is entitled to issue instructions for the operational safety of the ship or prevention of damages. The customer is obligated to follow these instructions.

- 9.3. BLG must follow loading instructions from the principal of the extent that it has confirmed their validity or modification in writing and the ship's master or vehicle operator has approved. BLG is not obligated to review any planning documents or loading instructions that it receives from the principal or its vicarious agents for accuracy.

§ 10 Unloading Ships

- 10.1. To the extent that nothing else is arranged with the customer, the entire load will be unloaded by BLG and brought ashore.
- 10.2. If goods stowed in containers, flats or trailers are not unpacked by BLG, it will maintain safekeeping of the goods for the unloading ship until they are delivered to the recipient or until the containers, flats or trailers are reloaded onto connecting transport.
- 10.3. BLG will maintain safekeeping for the ship of the goods stowed in the containers, flats or trailers that BLG unpacks on order for a ship's representative ship's agent until the unpacking of every load is completed. After this point in time they goods that have been unpacked are considered accepted by BLG; they will then be treated the same as conventionally transported goods accepted by it from ships.
- 10.4. Cargo that cannot be driven on board under its own power must be attached to lifting equipment by the ship-side stevedores in the hatch or on the deck for the purpose of unloading in such a way that the crane hook and crane ropes remain vertical during the lift. The ship must separately unload each individual part of its total bill of lading and do so in lifts that are as even as possible.
- 10.5. The goods are deemed — reserving more precise provisions concerning the piece number, condition, etc. and to the extent that nothing else is specified in these GTCRs — as being accepted by BLG once they set down on land.
- 10.6. When handling cargo that cannot be driven on board under its own power, the ship is also responsible for continuous supervision of the cargo handling equipment when attaching lifting equipment to the goods in the ship.
- 10.7. In the case of goods that BLG accepts from ocean-going vessels, BLG does not accept responsibility for informing the recipient that the goods have arrived, which is the shipper's responsibility. Neither is BLG obligated to inform the recipient of any deviations with respect to dimensions, weight, markings or labelling of the goods from the information provided in the loading papers and the actual conditions.

§ 11 Land-side Delivery and Loading

- 11.1. BLG is entitled to refuse delivery and handling goods brought with ships until the ship is completely unloaded to the extent that, in its estimation, the proper execution of the unloading procedures and the required supervision of the parties to be supplied would otherwise be negatively impacted.
- 11.2. BLG will deliver the goods to the party who is identified by the principal as the legitimate recipient, and who in addition to presenting the release order from the ship's representative/ship's agent, presents the delivery and/or unloading order.
- 11.3. The goods will only be delivered once any and all compensation that is due has been paid to BLG.
- 11.4. The goods to be delivered by BLG will be unloaded onto land transport at the locations assigned to them according to more precise guidance given in Section I., Number 5.3.

§ 12 Packing Containers, Flats and Trailers

If BLG undertakes loading/packing of conventionally delivered cargo goods into containers, flats or onto trailers, then, with respect to every package, its loading into a container, flats or onto a trailer is deemed as hand-over to the party authorized to dispose of the aforementioned cargo carrier.

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BLG will maintain safekeeping for each package until each packed container, flat or trailer is set down on board the ship carrying out the transport.

BLG from that condition. The same applies to the object created through the processing or alteration as to the good under reservation of title.

**III. Section
Special Provisions for Transport**

§ 1 Liability

- 1.1. BLG is liable according to the provisions of law and these GTCRs for damages caused during transport that result in loss or damages to the goods in the time from acceptance to transport to delivery. It is not liable to any damages that took place prior to acceptance or after the delivery has been completed.
- 1.2. Liability is only granted for missing accessories if they are listed in clear text in documentation found on the cargo and can thus be verified.
- 1.3. BLG is not responsible for damages to goods under wax, films or packaging.
- 1.4. In the case of transport of used cars, BLG accepts no liability for typical traces of use on these vehicles.
- 1.5. BLG's liability is restricted according to Section I., Number 10 and 11 of these GTCR.

§ 2 Damage Report

- 2.1. On acceptance of the goods for transport, BLG will check the goods for externally visible damages and these will be noted in writing on a credit document.
- 2.2. On delivery to retail business during regular business hours the recipient must check the goods for damages and note any immediately in the waybill. Additionally, a written damage report must be sent by the recipient to BLG on the day of delivery. Any complaints sent later will not be taken into consideration. The transfer of risk occurs when the goods are handed over and the waybill is signed by the recipient.
- 2.3. If BLG completes the delivery outside of regular business hours (so-called night delivery), any damages or incorrect/deficient shipments must be reported to BLG in writing by the recipient by 12:00 (noon) on the working day following the delivery dates. Later complaints will not be taken into consideration. In the case of night deliveries of vehicles, the transfer of risk occurs once the vehicles are parked and the shipping papers and vehicle keys are deposited in the key deposit box.

IV. Section

BLG will perform shipping services based on these GTCRs and the applicable ADSp. In the event that there is a contradiction between these GTCRs and the ADSp, the provisions of these GTCRs have precedence.

**V. Section
Special Provisions for Technical Processing of Vehicles**

§ 1 Securities

- 1.1. All goods delivered by BLG (such as for example accessories and replacement parts) remain the property of BLG until all claims from the current business relationship with the customer are paid in full (good under reservation of title). The suspension of individual claims in a current account and/or balancing of the account does not alter the reservation of title; the reservation refers in this case to the recognised or actual balance. The reservation of title is not revived for goods if, after the customer has gained ownership of these goods, new claims against it arise from the business relationship.
- 1.2. Processing or alteration of the good under reservation of title by the customer will always be undertaken for BLG as manufacturer without generating any obligations on the part of

- 1.3. If BLG's ownership is dissolved due to processing, combining and/or mixing the good under reservation of title with other goods, it retains ownership in the new object in proportion to the calculated value (incl. VAT) of the good under reservation of title to the calculated value (incl. VAT) of the other goods used. If BLG's ownership is dissolved by combination and/or mixing, the principal here and now transfers to BLG the ownership rights to which it is entitled to the new inventory or object in the scope of the calculated value of the good under reservation of title and will hold it in safekeeping for BLG. The co-ownership rights according to this apply as rights of reservation of title in the sense of Para. 1.1.

- 1.4. The customer is entitled to process and re-sell the good under reservation of title in a regular business transaction; this does not apply if it is arranged in the context of a sale that the customer's claim against third parties is dissolved by offsetting or if the customer is in default to BLG. The customer here and now assigns as a security to BLG all claims (including all outstanding balance claims, even after ending a current account relationship, deriving from a current account) in the amount of the final billed sum (incl. VAT) of BLG's claim, which may arise to it from the re-sale or from some other legal grounds against its end-customers or third parties. This assignment is independent of whether the good under reservation of title is re-sold without or after processing. BLG accepts the assignment. The sale of claims to factor banks is only permissible for the principal if it permanently acquires the counter-value of the claim.

- 1.5. The principal is entitled to collect claims from the re-sale up to revocation by BLG, which is permissible at any time. The BLG will only assert the right of revocation if the terms of payment are not complied with or if conditions become known that, are, in its estimation, likely to reduce the principal's creditworthiness. If this is the case, BLG can demand that the customer disclose the claims assigned to it and their debtors, all information needed for collection, especially information about the address of the debtor, issue all associated documents and communicate the assignment of the debtors.

§ 2 Processing Deadlines, Processing Periods, Completion

- 2.1. If the originally agreed upon scope of work changes or expands compared to the original order and this results in a delay, BLG will set a new deadline for completion.
- 2.2. If BLG, through no fault of its own, is unable to comply with a completion deadline due to force majeure or operational disruptions, delays caused by these events do not establish any obligation to pay compensation for damages.

§ 3 Warranty

- 3.1. BLG's warranty obligations are governed by the provisions of law and these GTCRs. To this end the principal will immediately inform BLG of any faults that appear during the warranty period indicating in writing all known details. No valid claims for defects exist in the event of insignificant deviation from the agreed upon composition or in the case of only minor detriment to utility.
- 3.2. BLG is entitled at its own discretion to completely replace defective components instead of delivering replacement parts.
- 3.3. If BLG rebuilds or replaces accessories or replacement parts that it installed, these become BLG's property. The principal is obligated to surrender these components to BLG on demand. The costs for return transport of these components will be borne by BLG.
- 3.4. If subsequent fulfilment is unsuccessful, the customer is entitled, at its discretion, to demand withdrawal or reduction. The customer can demand compensation for damages instead of performance or independent fulfilment only after subsequent fulfilment fails, unless a demand for subsequent fulfilment can be waived under law. Subsequent fulfilment is

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deemed unsuccessful if two attempts to remedy the reported defect do not lead to the object of delivery being free of defects or were not completed within a reasonable time period.

- 3.5. The warranty period for defects is one year. The legally mandated warranty periods under § 438 Para. 1 No. 2 BGB [German Civil code] and § 634a Para. 1 No. 2 BGB [German Civil Code] and the provisions of law concerning the start of the period of limitations, the suspension of expiry, suspension and re-start of deadlines, remain unaffected.
- 3.6. Claims and rights deriving from defects in used objects, especially used cars, are excluded, reserving the rules governing claims for compensation for damages or expenses in Number 3.7.
- 3.7. If a defect is the fault of BLG, the customer can assert claims to compensation for damages under the additional provisions of Section I., Numbers 10 and 11.

**VI. Section
Special Provisions for IT-Services**

§ 1 Scope of Services

- 1.1. The decisive factors for the content of the contract are BLG's offer, our order confirmation, the maintenance certificate as well as these GTCRs. The start of contract, hardware and software environment, especially the operating system, data storage devices and the compensation as well as the contact persons for both contracting parties are all specified in the order confirmation and/or in the maintenance certificate. The maintenance certificate is a component of the contract. Any subsequent modifications, amendments or side-agreements must be agreed upon in writing.
- 1.2. The object of contract are the individual services listed in the contract, the order confirmation or the maintenance certificate, such as software development, delivery of standard software, software maintenance.
- 1.3. When individual software contracts are awarded, BLG must be provided with a project specification prior to the start of work or a job profile must be provided or generated by BLG in collaboration with the principal. The service to which the contract refers must be described in the project specification and/or job profile. Should there be changes after the project specification and/or job profile is drafted, total prices and deadline can be changed.

§ 2 Additional Services

BLG will carry out work not included in the scope of services in the contract on request from the principal in return for separate compensation for the expenses, if we have adequate personnel available at the time the customer makes the request and reserving the conclusion of a corresponding contract with the principal. The prices from BLG's current price list apply. Such additional services as BLG will carry out under separate order are specifically:

- a. Work and services, that become necessary due to operator error, improper handling, damage, modification to the contractual products and programs, force majeure, actions of third parties and/or failure of the customer to meet obligations such as failure to follow the operating instructions; the same applies to damages and disruptions that are caused by ambient conditions at the set-up location, faults or failures in the power supply or other events or influences for which we cannot be held responsible;
- b. Instruction and training;
- c. Work and services that result from changed or new user requirements the customer imposes on the contracted programs.

§ 3 Customer's Obligation to Cooperate

- 3.1. The principal will only entrust those employees as have adequate skills and have been, if necessary, appropriately

trained, with the use of the contracted products and programs.

- 3.2. The principal will communicate any faults that appear to BLG in writing. The fault report will describe the fault in the greatest possible detail and, to the extent there are any, provide any data or reports that are helpful in analysing the fault.
- 3.3. The principal will at all times grant BLG unrestricted access to the data processing units on which the contracted programs are installed.
- 3.4. The principal will keep the technical equipment such as power supply, telephone connection and data transfer lines necessary for the execution of the maintenance work in functional condition and will place it at BLG's disposal free of charge and in appropriate scope.
- 3.5. Duties to inspect and report as well as the rights of the principal in the event of any defects in the releases and updates will be governed by the contract conditions for the use of the respective contracted program.
- 3.6. The principal will keep precise records of the beginning and end of down times necessary for our maintenance work for each contracted program. BLG must take copies of these records.
- 3.7. The principal is obligated to back up its data properly at regular intervals, especially prior to the installation of updates or releases. He is also obligated to regularly maintain the software and hardware environment of the software.
- 3.8. The principal will name an expert employee (systems manager) as well as his/her substitute, who will issue the information required to execute this contract and make or initiate decisions.

§ 4 Telephone Tech Support

In the event of disruptions in contracted products or programs and operating problems, BLG will provide telephone technical support to the principal's system manager or his/her representative to the extent possible and reasonable. Setting up a telephone "hotline" requires an explicit agreement between the parties in the maintenance certificate and must be compensated separately.

§ 5 Warranty

- 5.1. Section V., Number 3 applies to BLG's warranty obligations to the extent that nothing else is specified.
- 5.2. A precondition for a warranty claim by the principal in the case of obvious defects is a written report within three weeks of hand-over and/or acceptance; in the case of defects that are not obvious, on discovery but at the latest within the warranty period of 12 months.
- 5.3. The warranty does not extend to damages that are caused by improper handling, defective maintenance by third parties or use of incorrect accessories.
- 5.4. Note that even under the state of the art it is not possible to create software that is absolutely free of defects, especially not complex software systems. The object of the warranty is a program that is suited to the conventional use assumed and specified in the contract or according to the description of the program.
- 5.5. The principal can only demand data restoration from BLG if it caused them to be destroyed deliberately or through gross negligence and the principal made sure that these data can be reconstructed with reasonable effort from data materials that is in machine-readable form.

§ 6 Licenses

- 6.1. The principal receives from BLG a right of use under the contract terms forming the basis of the hand-over that applies to the programs and documentation supplied in the

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framework of the contractual relationship.

- 6.2. If the principal makes use of contracted programs that are to replace ones used earlier, the usufruct right to the contracted program previously used expires.
- 6.3. The principal is obligated to prevent unauthorised third-party access to the software as well as the documentation through suitable precautions. The delivered original data storage devices as well as the back-up copies must be stored in a location that is secure against unauthorised access by third parties.
- 6.4. BLG's offers as well as planning documents that the programs supplied by BLG for the customer's use are all copy-right protected and may not be reproduced, altered or shared without the written consent of BLG. The licensee is only allowed to create a single reserve copy that may only serve the purposes of data back-up. The licensee is required to apply the licensor's copyright mark to the reserve copy or record it in that copy. In the event of violation of this requirement the principal is required to pay compensation for damages.
- 6.5. The right to use the software can only be transferred to a third party with prior written consent of BLG. Giving, renting, leasing or loaning the software is expressly forbidden.
- 6.6. If we edit or modify programs that were not created by BLG itself on order from the principal, the principal will indemnify BLG against all claims that are asserted by third parties owing to the editing or modification of those programs.