

General Terms and Conditions for the Commissioning of Logistics Services (GTC)

Preamble

- (a) Schmidt + Clemens GmbH + Co. KG (S+C), as well as the companies affiliated with S+C within the meaning of Section 15 of the German Stock Corporation Act (AktG), as the "Client", is specialized in the manufacture and worldwide distribution of steel products. The "Contractor" is a provider of logistics services in sea freight, air freight and/or land transportation by truck.
- (b) For the distribution and procurement or transit of its products, S+C commissions the Contractor to provide the services specified below in the area of transport organization to S+C's end customers or plants.
- (c) This contract governs the logistics, transportation, forwarding, warehousing and/or freight services to be provided by the Contractor, the remuneration to be paid by S+C for these services and the mutual rights and obligations of the parties.
- (d) The Contractor is commissioned after registration of the Contractor in the procurement platform by awarding individual contracts.

1. Contract Components / Order of Precedence

1.1. Individual Contracts

These GTC shall apply to all individual orders between S+C and the Contractor unless otherwise stipulated by law.

1.2. Conflicting Conditions

Conflicting terms and conditions of the Contractor and terms and conditions of the Contractor that deviate from our terms and conditions shall not be recognized unless their validity is expressly agreed to in writing. The GTC shall also apply to all future orders of the Contractor.

1.3. Ranking

The agreed provisions apply in descending order:

- the individual order
- the request specification and/or the attachments
- the GTC
- Supplier Code of Conduct

1.4. Performance

The Contractor shall provide the following services for S+C, among others:

- organization
- logistics processing

From the place of dispatch to the destination.

2. Data Exchange

The Contractor shall maintain a computerized transport management system and shall guarantee S+C free access to this system for the entire duration of the contract. The costs for the one-off installation of a connection shall be borne by the Contractor. If an internet order processing tool is used, the Contractor shall make this available to S+C free of charge. If no EDP-supported transport management system is available, the Contractor undertakes to provide the Client with information on the progress of the shipment without being requested to do so.

Palletmanagement

The provision and exchange of pallets is only included in national and European transport processing. Pallet management is not provided for international sea freight and air freight.

3. Logistics services

- (a) The Contractor shall undertake all types of activities, irrespective of whether they relate to freight forwarding, freight, sea freight, warehousing or other transactions normally associated with the forwarding industry (e.g. customs clearance, shipment tracking, transshipment). These also include logistics services customary to the forwarding industry if these are related to the transportation or storage of goods.
- (b) The Contractor guarantees that the vehicles and safety equipment used comply with the S+C quality regulations and the applicable statutory provisions and are in perfect technical condition.

4. Loading, reloading and unloading

- (a) The sender is responsible for loading the packages onto the vehicles. The Contractor is responsible for securing the load.
- (b) The Contractor is responsible for organizing the unloading of the goods.
- (c) The respective contractor is obliged to ensure safe loading. The Contractor is therefore obliged to cooperate with the Client in securing the goods and must use the necessary securing equipment such as lashing straps and anti-slip mats in compliance with the relevant EU regulations or VDI guideline 270013.
- (d) The load securing regulations (e.g. VDI guideline 2700 ff.; load securing on road vehicles etc.) must be complied with by the Contractor. The Contractor shall ensure continuous load securing.

5. Subcontractors

- (a) The Contractor is entitled to use subcontractors to perform its transportation services. The Contractor shall ensure that the provisions of these GTC are also complied with by the subcontractor it uses. The Contractor shall be responsible to the Client for all services provided by the subcontractor in the same way as for its own services.
- (b) The Contractor shall be obliged to inform S+C of the subcontractors used at S+C's request. S+C may reject the use of a subcontractor at any time without stating reasons.

6. Delivery Deadlines

- (a) The agreed delivery dates and delivery periods are binding. These are fixed dates. S+C must be informed immediately in the event of delays and other transport obstacles that jeopardize punctual delivery. The Client's instructions must be observed.
- (b) Insofar as S+C has incurred damage as a result of late delivery or late notification or failure to notify, the Contractor shall compensate this in accordance with the statutory provisions.

7. Further Obligations of the Contractor

The Contractor shall be obligated for the entire duration of this contract:

- (a) to perform all services on time and in accordance with S+C's instructions;
- (b) to comply with all applicable laws and regulations in connection with the provision of the services;
- (c) not to use S+C's trademarks, logos, company names and other intellectual property rights without the prior written consent of S+C;
- (d) to allow S+C to enter the contractor's premises and other premises at any time during normal working hours to inspect the services to be provided;
- (e) to take the necessary measures to guarantee the electronic or analog traceability of S+C goods at all stages of the transport chain;
- (f) to report to S+C immediately of the occurrence of a significant event that occurs in connection with the provision of the services in accordance with the individual order. This includes, in particular, accidents resulting in serious bodily injury or death, which could lead to an impairment of the transportation process, which could lead to a significant hazard or damage to the environment or which could lead to a report in the press or attract the attention of the press.
- (g) The Contractor must ensure that the personnel carrying out the work have the appropriate language skills to ensure that, for example, safety instructions or plant announcements in emergencies can be understood and carried out.

8. Remuneration and terms of payment

8.1 Remuneration

The Contractor's remuneration shall be based on the prices quoted. All prices are exclusive of the respective statutory value added tax. The agreed remuneration, which includes the costs of transportation and storage, shall cover all services to be provided under the contract.

8.2 Price Adjustments

- (a) If the Contractor provides evidence of corresponding cost effects due to changes in relevant structures and quantities, the affected prices shall be adjusted appropriately by mutual agreement. The adjustment must be made in writing. Calculation errors shall be borne by the calculator.

- (b) Expenses which the Contractor may consider necessary within the scope of the order and for which it is not responsible shall only be reimbursed by the Client if they have been contractually agreed in advance or approved by the Client. They must be proven to the Client in writing and with a corresponding receipt.

8.3 Terms of payment

- (a) Payment for the logistics service shall be made after invoicing in accordance with the statutory requirements. The invoice shall be sent electronically to invoices_de@schmidt-clemens.de.
- (b) The invoiced services are due for payment within thirty (30) days of receipt of the invoice.
- (c) S+C reserves the right to change the billing to a credit note procedure.

8.4 Invoicing

Claims by the Contractor for remuneration, additional remuneration or reimbursement of expenses must be asserted immediately.

9. Compliance and Quality Requirements

The Contractor must observe the Supplier Code of Conduct published on the Schmidt + Clemens GmbH website, in particular

- (a) The Contractor shall ensure that the means of transportation and safety equipment comply with the legal requirements and are in perfect technical condition. The vehicles should be low-emission, low-noise and energy-saving.
- (b) The personnel employed by the Contractor must be reliable, professionally trained and properly employed.
- (c) On external company premises, the house, company or construction site regulations applicable there must be observed.
- (d) The Contractor shall ensure that the minimum wage regulations and the regulations on workplace conditions are complied with. He shall also ensure that the permits and authorizations required for the transport are available and that the documents to be carried are included.

10. Lien/ Right of Retention

The Contractor shall be entitled to the statutory rights of lien and retention exclusively to secure legally established or undisputed claims. The exercise of the right of lien may be prohibited if the Client provides other equivalent means of security.

11. Liability

- (a) Unless otherwise agreed below, the liability of the Contractor, its employees and vicarious agents for all damages incurred by S+C arising from or in connection with this contract shall be governed by the statutory provisions.

- (b) Claims against a third party arising from a case of damage for which the Contractor is not liable must be assigned to the Client by the Contractor at the Client's request.
- (c) The Contractor shall be liable for damage to goods arising from forwarding orders and freight orders in deviation from § 431 HGB in accordance with the ADSP (latest version), CMR or Hague Rules / Hague Visby Rules or in accordance with the Montreal Convention / WAK or Air Transport Act, whichever is higher.

12. Statute of Limitation

The limitation period is governed by § 439 HGB.

13. Insurance

- (a) S+C itself maintains transport insurance at its own expense, through which the consignment goods are insured against damage during transportation. S+C therefore acts as a "waiver customer".
- (b) The Contractor is obliged to insure its liability arising from this contract and in accordance with the statutory provisions with sufficient cover amounts at standard market conditions. The Contractor shall also be obliged to take out business liability insurance at normal market conditions and with sufficient cover.
- (c) The insurance policies shall be maintained for the entire term of this contract. The Contractor shall provide S+C with confirmation of the insurance cover on request. The Client must be notified immediately of any changes to the insurance cover and a new confirmation of the insurance cover must be sent.
- (d) The Contractor shall ensure that, if subcontractors are used to provide services, they also have adequate insurance cover.

14. Force Majeure

- (a) The parties shall not be liable to the other party for damages caused by failure or delay of the services to be provided or non-fulfillment of their contractual obligations if these are due to circumstances that were not foreseeable, are beyond the control of the parties and could not have been avoided even if the necessary care had been taken, in particular: Natural events such as storms, floods and earthquakes, war, acts of terrorism, strikes and lockouts, cyber-attacks, blockades of transportation routes, civil unrest or government measures.
- (b) Each party undertakes to notify the other party immediately in writing of such an incident and to indicate the expected duration during which its ability to fulfill its contractual obligations is impaired. The Contractor is obliged to obtain instructions from S+C.

15. Miscellaneous

15.1 Secrecy

- (a) The parties shall treat as confidential all confidential technical or commercial data, facts, findings and other information about one of the parties which they require for the performance of the order and which they receive or learn from the other party and shall neither disclose them to third parties nor use them for their own purposes, unless this is necessary for the performance of the order.

This does not include information that is publicly accessible or has been lawfully obtained by a third party.

- (b) The confidentiality obligation extends to all bodies and employees of the parties. The parties undertake to make confidential information accessible to their bodies and employees only to the extent that this is necessary for their activities in the context of the fulfillment of this contract. In addition, the parties undertake to impose the same confidentiality obligation on their executive bodies and employees. The parties shall ensure that their vicarious agents are also subject to a corresponding confidentiality obligation
- (c) After completion of the order, each of the parties shall return all confidential information and documents to the other party and shall not make and/or retain any copies thereof, unless there is a legal obligation to retain them.
- (d) Supplementary agreements, such as confidentiality agreements, remain unaffected in their validity.

16. Applicable Law/Jurisdiction

16.1 Applicable Law

German law applies.

16.2 Place of Jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Cologne, unless otherwise stipulated by law.

17. Final Provisions

17.1 Written form requirement

All amendments or additions to the order must be made in text form in order to be valid. A change or addition to the contents shall have no influence on the rest of the contract. The amended or newly recorded annexes shall be agreed between the parties in text form and must be attached to the order by both parties.

17.2 Severability Clause

Should individual provisions of this contract be or become invalid or unenforceable in whole or in part, or should there be a loophole in this contract, this shall not affect the validity or enforceability of the remaining provisions. In place of the invalid or unenforceable provision, the valid or unenforceable provision that comes closest to the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of a loophole, the provision that corresponds to what would have been agreed in accordance with the economic purpose of this contract if the contracting parties had considered the matter from the outset shall be deemed to have been agreed.

17.3 Prior Agreements

No ancillary agreements have been made. Previous verbal and written agreements between the parties are replaced by these GTC.