

## General Terms and Conditions of Fahrner Overland GmbH

### Principles/scope

- The CMR (Convention on the Contract for the International Carriage of Goods by Road) is used for international road transport and domestic road transport within Austria, with Austria's General Austrian Forwarders' Terms and Conditions (AÖSp), as published in the "Wiener Zeitung," being considered as agreed upon.
- Austrian law shall generally apply to all agreements to the exclusion of the conditions of private international law.
- Other freight-forwarding services shall only be provided on the basis of AÖSp. Without exception, agreement on a declaration of value and interest is not possible under any circumstances.
- All contractual agreements between the client and Fahrner Overland shall be based solely on these General Terms and Conditions, even if no explicit reference is made to this in supplementary agreements.
- Any approximate delivery dates mentioned in our offers correspond to current standard lead times. No delivery date will be guaranteed.
- There is a general exclusion of liability in the event of force majeure, and the validity of existing rates can/must be suspended.
- Graz Regional Court for Civil Matters, Austria, shall be the sole court of jurisdiction.
- Our offers remain non-binding for 14 days until the point at which a transaction is finalised, unless otherwise stated.
- The recipient of the offer shall bear the freight costs in each case.
- Any costs for which we are not responsible, and/or additional or special services, shall be invoiced separately (e.g. idle times as agreed).
- Our lorries have one driver, as is international practice. It is possible to provide a second driver for an additional fee.
- Unless otherwise agreed, all of our offers and invoices are in euros.
- All prices in our offers are net prices and are plus VAT for services that are provided within the EU.
- Our offers, reports and invoices, and any related correspondence, are confidential and may not be disclosed or handed over to third parties without our express written consent.
- Unless explicitly agreed, our offers are only valid for standard commercial goods and not for dangerous goods. Weapons, war materials, consignments of valuables, live animals, corpses, pharmaceutical products, refrigerated goods and/or deliveries with additional requirements or risks are to be listed explicitly in the enquiry and are completely excluded from transport in certain cases.
- Our freight invoices are always sent electronically.
- Payment terms are 10 days following receipt of invoice (unless otherwise explicitly agreed)

Supplement: consultancy services:

- The scope of a specific order for consultancy shall be agreed upon in writing.
- Fahrner Overland shall not be bound by any instructions when producing consultancy reports etc. and shall act at its own discretion and independently. Unless the contrary is explicitly agreed to, the contractor's employee shall not be tied to any specific place of work or specific working hours.
- With the exception of personal injury, Fahrner Overland shall only be liable to the client in the case of gross negligence (intent or negligence).
- Legal proceedings for any compensation claims may only be brought within six months after the damage/loss and the liable party become known.  
If necessary, the client must provide proof that the damage/loss was caused by the contractor.
- Fahrner Overland is entitled to prepare interim invoices and to demand partial advance payments in line with the progress of work in the particular case.
- Fahrner Overland shall be released from its obligation to provide further services in the event of non-payment of interim invoices.