GENERAL TERMS AND CONDITIONS OF PURCHASE RELOCATION LOGISTICS

A: General provisions

1.) G Scope of application and inclusion of further provisions

a) DACHSER & KOLB operates on the basis of the **General Terms** and Conditions of DACHSER & KOLB GmbH & Co. KG, see document E-16-1.
b) All business relationships are also based on the **Data Protection Declaration**, see document E16-7.
c) The contractual relationship between DACHSER & KOLB and a contractor (service partner) is supplemented by the **General Terms and Conditions of Purchase** **(**General Terms **and Conditions of Purchase)**, see document E16-20.
d) The general terms and conditions of our contractor (service partner) do not apply.

2.) Definitions

a) The client is hereinafter referred to as **DACHSER & KOLB**.
b) The contractor, service provider, supplier, subcontractor, and transport company are hereinafter referred to as **the service partner**.
c) The relocation customer, person relocating, and client of DACHSER & KOLB shall hereinafter be referred to as **the customer**.

B: General Terms and Conditions of Purchase for Relocation Logistics ROAD

For service partners who provide relocation services by road (RL Road, transport by road and/or loading and unloading of trucks or containers, assembly and other services), the following obligations and conditions apply in addition:

1.) General qualification of service partners

a) **Confirmation**
The service partner confirms that it is in possession of the necessary and legally valid business registration and sufficient public liability insurance.
When using transport units with a gross vehicle weight of more than 3.5 tons (including trailers), the service partner must have a permit in accordance with the German Güterkraftverkehr (GüKG) (permit-required goods transport) or an EU license (for cross-border transport).
b) **Obligation to provide evidence**
The service partner is obliged to submit the following documents to DACHSER & KOLB unsolicited at least 5 working days before the start of the service provision:
(1) Copy of business registration or permit in accordance with GüKG (permit-required goods transport) or EU license
(2) Proof of business liability insurance (insurance certificate with insurance number and liability sum)

2.) Qualifications and equipment of employees and the transport unit used

a) **Employee rights**
The service partner undertakes to use only permanently employed or regularly employed personnel and to observe and comply with all statutory and social security provisions relating to employees.
b) **Use of skilled workers**
All employees have sufficient professional knowledge in carrying out removals and handling removal goods, in particular in transport-safe packaging and labeling of removal goods, carrying and load-secure stowage in trucks.
c) **Team leader**
(1) The use of a team leader is mandatory. The team leader assigned to the job is present on site for the duration of the order and coordinates the provision of services. The team leader must be reported to DACHSER & KOLB before the start of the service (first and last name, mobile phone number). The team leader is the responsible contact person on site for DACHSER & KOLB and for the customer. The team leader must therefore be available for the duration of the service provision. Any change of team leader after their appointment requires the consent of DACHSER & KOLB.
(2) The team leader assigned must speak fluent German or English and be able to communicate with the customer and DACHSER & KOLB (e.g., by telephone) and to prepare the necessary documents relating to the order in both analog and digital form without errors.
d) **Work clothing**
All employees assigned to the order shall wear appropriate work clothing bearing the DACHSER & KOLB brand. Safety shoes, work pants, work outerwear, and gloves, if necessary, are mandatory.
e) **Transport unit**
The transport units used must have a fixed structure (no tarpaulin!). Transport units with tarpaulin structures are prohibited. The transport units used must be in perfect technical and visual condition, roadworthy, and equipped with neutral or DACHSER & KOLB branding.

3.) General service agreement

a) **Moving volume & list of items to be moved**
The subject matter of the contract is the list of items to be moved (digital) and the volume of the move as documented in the list of items to be moved. The service partner must mark the items already loaded on the list of items to be moved when loading. If additional goods not listed are loaded and transported, the service partner must document these and obtain an order extension from DACHSER & KOLB without delay. Upon unloading, the service partner must mark each individual item of removal goods that was recorded on the removal goods list for transport on the removal goods list as soon as it has been unloaded.
b) **Loading and unloading point**
DACHSER & KOLB will arrange appropriate parking facilities for the trucks for loading and unloading. The service partner shall provide DACHSER & KOLB with the data and dimensions of the transport units used in good time. The agreed service includes a carrying distance between the truck and the house entrance (first door) at the loading and unloading point, which shall not exceed 50.00 meters and 10 steps. If the requirements for loading and unloading are not met and this results in additional work for the service partner, the service partner is entitled to charge for this additional work. The service partner is responsible for providing proof and documentation of the deviating requirements (carrying distance, steps to the first front door) and the actual additional work. The provisions regarding order extensions in Section 4 shall apply accordingly.
c) **Equipment, aids, and RESERVE**
Reserve materials (30 cubic meters each): 30 moving boxes, 5 kg packing paper, 50 m (laminated) bubble wrap, 40 furniture covers, 2 rolls of stretch film, 2 rolls of adhesive tape, 4 dollies, hand truck, carrying straps, 20 m floor covering; Tools: Air freight scale, cordless screwdriver with standard attachments, screwdriver, pliers, hammer, knife, electrical and plumbing installation tools; Load securing: min. 40 tensioning/binding straps, 4 securing bars, other securing material

4.) Performance-based remuneration

a) **No damage**
Within the scope of the moving contract (contract for work and services), the service partner undertakes to provide the listed and agreed services in full and without damage.
b) **Contractual obligations**
In addition to the service agreement listed above, the contractual fulfillment of the following obligations is also part of the agreement and the agreed remuneration, see table.
If individual agreed services and obligations from this table are not performed in accordance with the contract, the agreed remuneration shall be reduced by the proportion of the service not performed. This shall not affect any claims for damages that DACHSER & KOLB may assert in addition to a reduction in the service remuneration, in particular in the event of damage to goods or liability claims.

		Share of remuneration
Work clothing	Appearance exclusively in DACHSER & KOLB work clothing (outer clothing)	10
Branding of trucks	Transport unit used in DACHSER & KOLB branding or neutral (white, without lettering)	5
Packaging	Exclusive use of DACHSER & KOLB moving boxes	5

Documentation	Complete filling out and signing of DACHSER & KOLB work slips	10
Labeling requirement	Labeling and recording of the removal goods on inventory lists (in English for exports)	10
Appointment	Compliance with the agreed service dates (date and time)	See below
Building protection	Adequate building protection, in particular protection of floors, walls, stairs, railings, and doors.	5
Goods protection	Packaging of the goods to be moved in a manner suitable for transport (packaging)	5
Transport security	Professional and secure loading of the truck, transport, unloading of the truck	10
Unpacking	Unpacking of the removal goods (removal and disposal of transport packaging)	5

c) **Compliance with agreed deadlines**

(1) The start of the service is contractually agreed upon by date and time. The date and time must be strictly adhered to.

(2) No early start of service
The service may not commence earlier than the contractually agreed start date. Commencing the service earlier than the contractually agreed start date may result in a reduction in the service fee.

(3) No delayed start of services
The start of services later than the contractually agreed date is not permitted. A later start of services than the contractually agreed date may result in a reduction in the service remuneration.

(4) Reduction in remuneration
The agreed remuneration shall be reduced if the service partner fails to commence performance at the agreed time, unless the delay is sufficiently excused and the service partner has informed DACHSER & KOLB thereof immediately (upon becoming aware of the delay) and in good time (before the start of the agreed performance period).
In particular, the following shall not constitute sufficient excuse
- heavy traffic, traffic jams, etc.
- defective transport unit, vehicle repair, engine failure, tire damage, etc.

If the delay exceeds 1 hour, the agreed remuneration shall be reduced by 5%; if it exceeds 2 hours, by 10%; if it exceeds 4 hours, by 15%; and if it exceeds 6 hours, by 20%. If the delay exceeds 8 hours, the service partner shall be deemed to have definitively refused to provide the service. The provisions applicable to short-term and unexcused withdrawal by the service partner shall then apply mutatis mutandis. DACHSER & KOLB shall then have the immediate right to substitute performance and to claim damages from the service partner.

d) **Use of a subcontractor**

(1) The Service Partner is expressly prohibited from passing on the entire order or its main obligations, including loading, transport, or unloading, to another subcontractor. The Service Partner is permitted to use a subcontractor as a loading or unloading assistant to fulfill individual obligations of the transferred order.

(2) If, contrary to the contractual agreement, the entire transferred order is passed on to another subcontractor without the consent of DACHSER & KOLB, any claim to the agreed remuneration shall lapse. The executing freight forwarder shall then have a direct claim for remuneration against DACHSER & KOLB, if applicable.

e) **Order extension**
If a fixed price has been agreed, the service partner shall only be entitled to additional remuneration from DACHSER & KOLB if the service partner has obtained written consent from DACHSER & KOLB by means of an order extension for those services that exceed the agreed scope of services. An agreement on an order extension with the customer (service recipient) may only be obtained with the express consent of DACHSER & KOLB. An order extension shall only be effective if the services exceeding the agreed services are commissioned by DACHSER & KOLB or the customer in writing and recognizably as additional services and if a specific remuneration has been agreed in writing for this. The use of the DACHSER & KOLB order extension form is mandatory in this case. The service partner must provide suitable evidence of the necessary additional services, in particular in the event of additional volume. The corresponding removal goods must be recorded individually in the removal goods list (UGL) so that a comparison with the original UGL is possible.

f) **Individual remuneration for additional services**
Unless otherwise agreed, the following rates apply to additional services provided on behalf of DACHSER & KOLB:

Packer/carrier	per working hour	19.00 EUR net
Fitter/installer	per working hour	21.00 EUR net
Plug-in lift	per day	EUR 220.00 net
Outdoor lift with operator	per day	350.00 EUR net

g) **Invoice dispatch and due date**
Invoices are due 14 days after receipt (by the client). Invoices can only be sent to DACHSER & KOLB digitally and only as a PDF file attached to an email. Please send only one invoice per email. Any other documents (signed order, work slips, etc.) must be attached to this email as separate PDF files. The invoice must be sent to DACHSER & KOLB digitally immediately after the service has been provided to the following address:
invoice.kempten-dk@dachser-kolb.de
The invoice shall only become due when all delivery notes, work slips, and work reports have been completed in full and effectively signed by the relevant team leader of the service partner and the customer (service recipient) and received by DACHSER & KOLB.

h) **Invoice content**
The invoice must contain the following mandatory information: Full billing address of DACHSER & KOLB
Invoice recipient
DACHSER & KOLB GmbH & Co. KG | Ignaz-Kiechle-Straße 36 | 87437 Kempten
Contents
Full address and company name of the contractor, as well as invoice date, consecutive invoice number, tax or VAT identification number, bank account details. Date of service, DACHSER & KOLB order number, name of the person moving, description of services in accordance with the order, net invoice amount, VAT rate, VAT amount, gross invoice amount.
Appendix to the invoice
Signed order, work slips, order extension if applicable

5.) Offsetting

a) The service partner may only offset claims by DACHSER & KOLB with counterclaims that are due, undisputed, or legally established. The service partner is not permitted to offset claims in any other way.

b) DACHSER & KOLB may offset all outstanding claims against the service partner, in particular claims resulting from a damaging event (settlement, recourse).

6.) Lien

a) The Service Partner waives all liens, commercial liens, and liens of the carrier and the freight forwarder (see Sections 440 and 464 of the German Commercial Code (HGB)) on the transported goods (removal goods). DACHSER & KOLB is entitled to demand the return of the removal goods at any time. The Service Partner undertakes to surrender the removal goods immediately upon request by DACHSER & KOLB. If DACHSER & KOLB does not expressly request surrender, the Service Partner shall be obliged to surrender the goods at the latest on the contractually agreed or intended delivery date. The place of surrender shall always be the agreed place of delivery.

7.) Revocation, withdrawal, or termination

a) **No right of withdrawal**
A removal order or goods transport is a service within the meaning of Section 312g (2) sentence 1 no. 9 of the German Civil Code (BGB). There is no statutory right of withdrawal under Section 355 BGB.

b) **Withdrawal by DACHSER & KOLB**

(1) DACHSER & KOLB may withdraw from or terminate the order placed at any time. Withdrawal or termination must be made in writing.

(2) If the withdrawal is based on reasons for which the service partner is responsible, the withdrawal shall take place without reimbursement of damages (cancellation costs). Section 415 (1) of the German Commercial Code (HGB) shall not apply in this respect. Reasons within the sphere of responsibility of the service partner include, among others
- Deterioration of financial circumstances after conclusion of the contract, in particular insolvency or over-indebtedness of the Service Partner
- Missing documents (business registration, permit in accordance with the German Güterkraftverkehrsgesetz (GüKG), proof of business liability insurance)

- outstanding and due claims that are more than 30 days old
- Damage to goods or liability damage whose frequency or amount gives rise to a negative prognosis for future performance
- Negative relocation assessment or customer rating (average of the last 5 ratings below 3.5 points)
- Provision of services in breach of contract

(3) If the withdrawal is not based on reasons for which the service partner is responsible, DACHSER & KOLB shall reimburse the service partner for cancellation costs. Any further compensation and §415 (1) of the German Commercial Code (HGB) are excluded in this respect:
- Withdrawal up to 15 calendar days before the agreed start of service: 5.00% of the agreed net remuneration
- Withdrawal up to 10 calendar days before the agreed start of service: 10.00% of the agreed net remuneration
- Withdrawal up to 5 calendar days before the agreed start of service: 15.00% of the agreed net remuneration

c) **Withdrawal by the service partner**

(1) The service partner may terminate or withdraw from the relocation or transport contract. Withdrawal or termination must be made in writing. If the service partner declares its withdrawal or termination of the contract, the service partner shall be liable to DACHSER & KOLB for damages.

(a) In any case, the service partner shall compensate DACHSER & KOLB for any damage incurred by DACHSER & KOLB as a result of the substitute performance, insofar as this involves commissioning a substitute service partner. DACHSER & KOLB shall disclose the substitute performance and the substitute order to the service partner.

(b) Compensation for damages in relation to the substitute performance is limited as follows:
- In the event of withdrawal up to 20 calendar days before the agreed start of performance, the service partner shall pay compensation for the substitute performance of up to 50% of the original order value.
- In the event of withdrawal up to 15 calendar days before the agreed start of service, the Service Partner shall pay compensation for the substitute performance of up to 75% of the original order value.
- In the event of withdrawal up to 10 calendar days before the agreed start of service, the Service Partner shall pay compensation for replacement of up to 100% of the original order value.

(c) Service fee for withdrawal
In the event of withdrawal or termination, the Service Partner undertakes to pay a flat-rate service fee of EUR 190.00 net per individual case for the additional administrative and shipping costs incurred, irrespective of any other compensation and regardless of the reason for withdrawal.

8.) Liability

a) **Liability insurance**
The Service Partner shall be fully liable for all personal injury, property damage, or financial loss caused by it as a result of the execution of the order. The service partner is obliged to ensure adequate business liability insurance coverage. To this end, the service partner must provide DACHSER & KOLB with proof of business liability insurance that provides and covers liability of at least EUR 600,000.00 per claim.

b) The Service Partner undertakes to provide DACHSER & KOLB with the relevant contact details of its business liability insurance.

c) In the event of damage (transport damage, liability damage), the Service Partner undertakes to consent to DACHSER & KOLB making a direct claim against its business liability insurance.

9.) Settlement of claims

a) **Principle of claims settlement**

(1) DACHSER & KOLB is directly liable to the customer (service recipient) for removal contracts in accordance with the removal contract and the provisions of the German Commercial Code (HGB) or Sections 280 (1), 278, 249 (2) of the German Civil Code (BGB). In this respect, DACHSER & KOLB is obliged to settle any damage to the removal goods (transport damage) and to other legal interests (property and rights/liability claims) directly with the customer.
Insofar as the service partner causes or is responsible for the damage incurred, the service partner shall be liable to DACHSER & KOLB or to the insurance company settling the claim within the scope of recourse. Settlement by an insurance company whose policyholder is DACHSER & KOLB or the customer (service recipient) does not release the service partner from its obligation to provide recourse. The obligation to provide recourse applies in particular if DACHSER & KOLB or the customer (service recipient) has taken out transport insurance for the transport.

(2) Recourse will be exercised either by DACHSER & KOLB or by the regulating insurance company against the service partner.

(3) DACHSER & KOLB is entitled to offset its own recourse claims and recourse claims of the regulating insurance company against the service partner, including the latter's transport fee claims.

b) **Damage to the goods being transported** (transport damage):

(1) Transport damage: Damage report: The service partner is obliged to document any damage caused by it or its vicarious agents without delay and to report it to DACHSER & KOLB.

c) Transport damage: Right of recourse

(1) The service partner is liable for recourse for any transport damage caused. The amount of recourse is based on the amount of the claim settlement paid to the customer. The amount of the damage and the settlement must be verifiable by means of suitable receipts, documentation, or expert opinions.

(2) Transport damage: Service fee for damage processing
In the event of transport damage (damage to goods in transit), the service partner undertakes to pay a service fee for the administrative processing of the claim by DACHSER & KOLB in the amount of EUR 69.00 net per individual case, regardless of any other compensation (settlement, recourse).

d) **Liability claims against the customer** (recipient of services)

(1) If, in the course of providing the service, damage is caused to the customer (recipient of the service) to a legal interest (property, rights, health, etc.) that is not the subject matter of the contract (removal goods), DACHSER & KOLB shall be directly liable to the customer, cf. Sections 280 (1), 278, 249 (2) of the German Civil Code (BGB).

(2) Liability damage: Damage report: The service partner is obliged to document any damage caused by them or their vicarious agents without delay and to report it to DACHSER & KOLB.

e) Liability claims: Right of recourse

(1) The Service Partner is liable for recourse for any liability damage caused. The amount of recourse is based on the amount of the claim settlement paid to the customer. The amount of the damage and the settlement must be verifiable by means of suitable receipts, documentation, or expert opinions.

(2) Liability damage: Service fee for damage processing
In the event of liability damage, the service partner undertakes to pay a service fee for the administrative processing of the claim by DACHSER & KOLB in the amount of EUR 69.00 net per individual case, irrespective of any other compensation (settlement, recourse).

f) **Liability claims against third parties**

(1) If, in the course of providing the service, damage is caused to a third party who is not a contractual partner to a legal interest (property, rights, health, etc.), the service partner shall be liable directly to the injured party (third party, e.g., apartment owner, passer-by, etc.) in accordance with §823 BGB (German Civil Code).
DACHSER & KOLB is obliged to provide the customer or injured party with all contact details of the service partner necessary to assert a direct claim for damages. In this respect, DACHSER & KOLB is also entitled to pass on the relevant contact details of the service partner's business liability insurance to the customer or the injured party (third party).

(2) Liability claims: Notification of damage: The service partner is obliged to document any damage caused by it or its vicarious agents without delay and to report it to DACHSER & KOLB.

(3) The service partner is obliged to report any liability claims to its liability insurance immediately and to forward this report and the contact details of the insurance company to the customer or the third party and to DACHSER & KOLB.

(4) If the service partner fails to comply with this obligation and settle the claim within four weeks, DACHSER & KOLB shall be entitled to settle the liability claim with the customer or third party and invoice the service partner for the amount of the claim. Any additional administrative and legal costs as well as processing fees may also be invoiced to the service partner.

10.) Data transfer and exchange in ReloRocket

a) From April 1, 2025, DACHSER & KOLB will use the web-based application ReloRocket for data transfer and all communication with the service partner. The service partner undertakes to record all order-related data and documents as well as all entries exclusively via this application and to transmit them to DACHSER & KOLB. The service partner will receive an individual login for this purpose.

11.) Confidentiality, customer protection, and prohibited advertising

a) **Confidentiality**
The Service Partner undertakes to maintain confidentiality with regard to all information that becomes known in the course of the cooperation (e.g., information about the client or its customers, calculation bases, remuneration, relocation fees, contractual bases, terms and conditions of purchase). This obligation shall expressly apply even after the individual order has been fulfilled. The contractor shall impose the same confidentiality obligation on its employees and vicarious agents.
In particular, absolute confidentiality shall be maintained with regard to the individual order agreed between DACHSER & KOLB and the service partner (relocation fee) and the agreed remuneration for the individual order.
For each case of violation, the service partner shall pay DACHSER & KOLB a contractual penalty of EUR 2,500.00 per individual case. DACHSER & KOLB may claim any additional damages separately.

b) **Prohibited advertising**
The Service Partner undertakes not to advertise in any way directly to the customer or service recipient. In particular, the handing over of business cards, brochures, and price lists of the contractor to the customer or service recipient within the scope and in connection with the execution of the order is prohibited.
Any communication or comments by the contractor to the customer or service recipient regarding the costs and remuneration for the specific service provided are also prohibited.
For each case of non-compliance, the service partner shall pay a contractual penalty of EUR 5,000.00 per individual case to DACHSER & KOLB. DACHSER & KOLB may claim any additional damages separately.

c) **Customer protection**
The Service Partner undertakes to protect DACHSER & KOLB's customers. It may not directly accept any service or transport orders from DACHSER customers or DACHSER & KOLB customers that become known to it in the course of its activities, nor may it pass on such orders to third parties. In geographical terms, customer protection applies to the area corresponding to the contractor's assignment by the client on the basis of this agreement. If no area is specified, customer protection applies to a geographical area of 120 km around the service partner's location.
For each case of violation, the service partner shall pay a contractual penalty of EUR 10,000.00 to DACHSER & KOLB. DACHSER & KOLB may claim any additional damages separately.
Customer protection expires one year after completion of the specific order.

12.) Data Protection Act (DSG)

a) **Compliance with the Data Protection Act**
The service partner confirms that it complies with the Data Protection Act and the GDPR with regard to all customer data and employee data transmitted to it for the purpose of executing the order. The service partner undertakes to delete all personal data immediately after the service has been provided, unless it is subject to a retention obligation under other legal provisions. The transfer and use of all transmitted data for purposes other than those specified is prohibited.

13.) Minimum Wage Act (MiLoG)

a) **Compliance with the Minimum Wage Act**
The service partner confirms that it will only use employees who are remunerated in accordance with the Minimum Wage Act, in a lawful, proper, and timely manner when performing all services related to this order. Upon request by DACHSER & KOLB, the service partner shall provide suitable evidence of this. DACHSER & KOLB may also request confirmation from a competent third party (e.g., tax advisor) at the expense of the service partner as evidence. The obligation to provide evidence shall apply for five years from the date of performance.

b) **Use of other subcontractors**
The service partner may only use other subcontractors to fulfill the assigned order with the prior written consent (approval) of DACHSER & KOLB.

c) **Indemnification**
If the MiLoG is not complied with, regardless of whether the order is carried out by the Contractor's own employees or by subcontractors, the Contractor undertakes to notify the Client of this immediately and without being asked and to take all appropriate measures to implement and comply with the MiLoG without delay. If the client is held liable by employees of the contractor or by employees of a subcontractor engaged as a result of the subcontracting for a violation of the MiLoG, the contractor shall indemnify the client against all claims arising therefrom, including any fines to be paid and the associated costs. The indemnification claim shall arise at the point in time at which the client is held liable by third parties for a violation of the MiLoG.

14.) Misunderstandings

a) DACHSER & KOLB shall not be liable for any misunderstandings arising from order confirmations, instructions, and notifications other than those made in writing by DACHSER & KOLB, or those made to persons not authorized to accept them, such as vicarious agents or persons commissioned to perform business transactions.

15.) Choice of law and place of jurisdiction

a) **Choice of law**
German law applies.

b) **Place of jurisdiction**
For all contractual or other disputes arising from this contractual relationship, Kempten (in the Allgäu region) shall be the exclusive national and international place of jurisdiction, regardless of whether the contractor is based in Germany or abroad.
The exclusive jurisdiction of the courts in Kempten excludes the statutory jurisdiction of other jurisdictions based on personal or subject matter jurisdiction. The contractor is not entitled to assert counterclaims for set-off or a right of retention before any court other than the court in Kempten. DACHSER & KOLB may also assert its own rights and claims against the contractor at the contractor's place of business or at any other court that has jurisdiction under national or international rules.

16.) Severability clause, partial invalidity

a) Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the rest of the contract.

b) The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision.

c) The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete. Section 139 of the German Civil Code (BGB) shall not apply.