

General terms and conditions for the freight contract (All Fresh Logistics GmbH = the Principal; hereinafter referred to as "All Fresh"), accessible at www.allfresh.at:

1. For all transports the applicability of the CMR is explicitly agreed, even if the scope of applicability of Article 1 CMR or Article 439a of the Austrian Commercial Code (Unternehmensgesetzbuch – UGB) is not fulfilled. For transports within Germany the provisions of the German Commercial Code (Handelsgesetzbuch – HGB) on freight business apply. For transports within Germany the increased liability of 40 special drawing rights per kilogram of damaged or lost goods is deemed to be agreed. The Contractor may not on any account base itself on its own GTC, even if they are included in order confirmations. No terms and conditions of the Contractor that contradict these loading conditions shall apply. All Fresh explicitly objects to any kind of contractual penalty. In particular, the Contractor may also not invoke the applicability of the General Austrian Forwarder Conditions (Allgemeine Österreichische Spediteursbedingungen – AÖSp) or any other conditions.

2. Cancellation, failure to accept the freight

If you do not accept these order conditions this order must be refused within one hour free of charge, with the inscription "STORNO" (cancellation) written across all the pages of the freight order. Please send the cancellation back to your contact person at All Fresh, to the e-mail address/fax number specified on the order. In the event of cancellation after one hour has elapsed or failure to collect the transport goods/accept the transport order by the Contractor, All Fresh shall have the right to purchase a substitute vehicle and invoice the Contractor a contractual penalty in the amount of the freight charges payable for the substitute vehicle. Further claims for compensation for losses shall remain unaffected by this.

In any event, for expenses in connection with the above circumstances a flat processing fee (irrespective of fault) of €100 will be invoiced.

3. Claiming of demurrage is excluded for waiting time or parking time at the consignor/recipient etc. of up to 24 hours in each case. Saturdays, Sundays and public holidays shall not be taken into account, i.e. they are always exempt from demurrage. Furthermore, claims for compensation for expenses/losses or other costs by the Contractor in the event of cancellation of the order by All Fresh within 10 hours from the placement of the order are excluded. After the agreed 24-hour demurrage exemption a maximum of €150.00 per day/per lorry in demurrage may be charged, provided that All Fresh is actually culpable. The burden of proof in this respect shall rest on the Contractor. However, the demurrage is limited in terms of duration to a maximum of three days.

4. Reloading or additional loading are impermissible without exception. Furthermore, transporting of goods for third parties is prohibited without exception unless All Fresh issues an order to that effect in writing. The commissioning of a sub-

carrier is only permissible with the explicit written consent of the competent All Fresh dispatcher. Stacking of the goods (for example in order to free up additional freight capacity etc.) is also expressly prohibited! For a breach of one of these provisions a contractual penalty irrespective of fault and excluded from the judicial reduction right in the amount of €5,000, regardless of the actual amount of losses, is agreed. Further claims for compensation for losses shall remain unaffected by this.

5. The Contractor must carry a sufficient number of loading devices (wooden underlays) and securing equipment (lashing chains and lashing straps, clamping bars), otherwise a vehicle defect shall be deemed to exist.

For the load securing requirement it is an absolute necessity that the vehicle be completely fitted according to DIN with tarpaulin frames and platform gate boards in the case of tarpaulin bodies and locking bars and clamping rods for box bodies. Furthermore, to ensure the freight is loaded so as to be secure for transport at least two stretching frames, 20 straps with long-lever ratchet tensioners, sufficient lashing points on the bed, 24 edge protectors and sufficient anti-slip mats are required.

In the event of failure to comply with the above provisions/instructions we shall have the right to have the vehicle fitted with appropriate loading equipment at your expense. If this is impossible, we shall have the right to deploy a substitute vehicle and charge you a contractual penalty irrespective of fault in the amount of the freight charges payable for the substitute vehicle. Further claims for compensation for losses shall remain unaffected by this. We shall hold you fully liable for all resulting follow-up costs! In any event, for the related administrative expenses a processing fee of €35 will be invoiced.

Securing and correct stowing of the freight and securing the load are, without exception, the responsibility of the Contractor, including if the consignor actually carried out the loading itself.

6. For each transport the Contractor must ensure that the transport can be carried out without obstruction and must check in advance whether permits must be obtained or customs-related action (of whatever kind) etc. needs to be taken (handling the shipping procedure etc.). In the event of unforeseen transport delays/damage in transit or loss of transport goods, All Fresh must be promptly notified by telephone and in writing. The Contractor shall indemnify All Fresh and hold it harmless for all resulting losses.

7. The carrier (as the Contractor) must without exception immediately exchange the loading equipment at both the consignor and at the recipient. It shall also bear the so-called "exchange risk". The remuneration for that exchange risk is included in the freight price. In the event that the exchange of the loading equipment is not carried out correctly, the carrier as the Contractor shall have to pay €15 for each unexchanged or unreturned pallet and the customary local retail price for other loading equipment. In addition a flat processing fee of €30 must be paid per transport, as well as return costs for the unexchanged loading equipment of €1.00 per kilometre from 5412 Puch bei Hallein to the point of return/collection at which the exchange was omitted. All Fresh shall be entitled to these claims in any event, including without any culpability on the part of the carrier.

The exchange of the loading equipment must be confirmed on an own loading equipment note bearing the company mark (signature and stamp) of the shipper and the unloading point. If the customer or the loading/unloading point have their own loading equipment note it must be used. All Fresh pallet notes will only be accepted if the loading and unloading point do not issue their own notes. Please note: only original pallet notes will be accepted! The original receipts must be sent to All Fresh with the other transport documents within 14 days. Without those receipts the loading equipment shall be deemed to have not been exchanged and will be immediately invoiced. The freight charges shall not be due for payment until those documents have been transmitted. In the case of refrigerated transports, for the freight invoice to be payable the transmission of a legible temperature log is also required.

In the case of pallets exclusively europallets and EPAL quality 2 (pallets suitable for food) will be accepted. Europallets and EPAL must be appropriately marked in order to be recognised as international exchangeable pallets.

Any problems with the exchange of pallets, for example broken pallets, refusal of acceptance, pallets not being received at the unloading point etc., must be immediately reported to the despatch department. Hand-over of surplus pallets to partners of All Fresh must be arranged and agreed in advance with the pallet department (pallets@allfresh.at) and the competent dispatcher of All Fresh.

E2 crates, H1 pallets and other loading equipment are not exchanged. However, the original proof of non-exchange (coupon, voucher, loading equipment note) must be sent to All Fresh to discharge liability.

The following unit charge rates apply:

Europallet	–	€15.00
EPAL pallet	–	€15.00
E2 crate	–	€7.00
H1 pallet	–	€62.00
Düsseldorfer	–	€15.00

+ processing fees – €10.00 per invoice.

The exchange of loading equipment and its verification shall occur in accordance with the HACCP standard.

In the event that All Fresh maintains a pallet account with the Contractor, the following applies: After the received documents have been verified the pallet account will be updated by All Fresh and the Contractor will be informed of the relevant pallet balance. From that moment the Contractor shall have one week to verify and correct that information, after which period the balance will be considered confirmed and the invoice issued.

After the invoice is issued by All Fresh the loading equipment must be returned within 14 days, since a late return will no longer be accepted. The loading equipment must be returned in consultation All Fresh's despatch department and in consultation with the loading equipment department at pallets@allfresh.at. The proof of return must subsequently be sent to pallets@allfresh.at. As stated above, for the discharge of liability / credit note an original loading equipment note bearing a company mark (company stamp and signature) is required without fail. The processing fee (€10.00) will not be credited even if the pallets are returned and will therefore be invoiced.

Please also note that from May 2017 EPAL and EUP should no longer be considered equivalent but rather as separate loading equipment. Therefore when EPAL are shipped, EPAL must be exchanged. The same applies for EUP, i.e. when they are shipped they must also be exchanged. If an exchange is not carried out (despite having been agreed) a charge of €15.00 shall be levied for each EPAL or EUP. You can find out more by following this link: <https://www.epal-pallets.org/eu-de/news/news/details/article/epal-beschliesst-ende-der-tauschvereinbarung-mit-der-uic-zum-01052017/>

In the event of missing documents/loading equipment records a contractual penalty irrespective of fault and excluded from the judicial reduction right in the amount of the freight charge shall be payable per transport order, i.e. the entitlement to the freight costs shall be forfeit. In any event, any further claims for compensation shall not be affected by this.

8. Freight invoices of the Contractor shall only be due for payment once the invoice together with the original transport documents (CMR waybill, delivery notes, pallet notes etc.) have demonstrably been transmitted to All Fresh. The risk for the transmission of those documents shall be borne by the Contractor. The payment period amounts to 60 days. It shall only begin to run when the full invoice has been received by All Fresh together with the above-mentioned transport documents.

The Contractor understands that settlement at customers of All Fresh may only be carried out if delivery receipts are transmitted in good time and in full. The Contractor therefore undertakes to send All Fresh all the original documents for the

transport, such as delivery notes, waybills, pallet notes etc., no later than within 10 business days from unloading. If that time limit is not complied with, without prejudice to other rights a processing fee of €30 shall be payable.

9. All Fresh shall have the right to carry out set-offs with counterclaims (irrespective of the legal basis) as well as freight reductions in the event of inadequate performance. Any prohibition of setting off / retention is therefore explicitly objected to (in particular Article 32 AÖSp). The Contractor shall not be entitled to a right of lien or right of retention with regard to any of the goods provided to it in the course of the performance of this contract. Any rights of lien or retention are therefore explicitly excluded. The Contractor must also include corresponding provisions in the contracts concluded with any subcontractors engaged by it (if All Fresh has given written permission for the engagement of subcontractors). The Contractor may not set off any claim with respect to demands/claims of All Fresh.

10. The Contractor must select and monitor its employees and other vicarious agents with the diligence of a prudent carrier. In particular, it must ensure that only flawless vehicles, trailers, semi-trailers, tanks, swap bodies/containers, cranes, technical apparatus and other equipment which are suitable for the respective order are used.

The provisions of the ADR, the Road Traffic Regulation (Straßenverkehrsordnung – StVO) and the Motor Vehicle Act (Kraftfahrergesetz – KFG) must be fully complied with. The vehicle must be clean, tidy and free of odours, and the tarpaulins must be completely leak proof. The minimum height of the trailer must be under 2.70.

If the above provisions/instructions are not complied with we shall have the right to have the vehicle fitted out by the shipper at your expense. If this is impossible we shall have the right to purchase a substitute vehicle and charge you a contractual penalty in the amount of the freight charges payable for the substitute vehicle! That contractual penalty shall be exempt from the judicial reduction right and irrespective of fault. Further claims for compensation for losses shall remain unaffected by this. In any event, for these expenses a processing fee of €35 will be invoiced.

11. The Contractor must ensure that loaded motor vehicles/transport units are properly locked each time they are parked (even for short periods). The motor vehicles/transport units used must also be fitted with two anti-theft devices which are independent of one another, correspond to the state of the art of technology and function properly. They must be demonstrably activated each time the vehicle is parked (even for short periods). The rear doors of the trailers/containers must always be demonstrably locked (at least with a sturdy U-lock), so that in any event access from outside by third parties is prevented. After each break the integrity of the lock/the exterior walls of the load compartment must be checked. The Contractor must ensure that loaded transport vehicles (trailers, semi-trailers, swap bodies, containers etc.) are always properly guarded when parked, and at night, on weekends and on public holidays are

only parked in a lit, secured parking facility or secured (fenced off and adequately guarded) company grounds. As a rule, only guarded parking facilities may be used. A list of guarded parking facilities can be accessed, for example, at www.iru.org, www.ania.it. The route planning must be carried out such that – if the prescribed driving and resting periods are complied with – no breaks, overnight stays or other parking (except for short-term refuelling processes) in unguarded parking areas are necessary. If necessary the Contractor must, as a precaution, reserve guarded parking facilities and appropriately allocate them to the drivers. Isolated parking of loaded trailers/semi-trailers/swap bodies (without a towing vehicle) or parking the transport vehicle in an unsecured area is prohibited without exception (including in a guarded parking facility) – in most cases typical insurance policies do not provide cover in such circumstances (!!).

12. The Contractor must demonstrably (in writing) inform its employees and other vicarious agents, particularly subcontractors, of the obligation to comply with the provisions of these loading conditions and ascertain with the diligence of a prudent carrier that these security measures are also actually observed. The Contractor must also ensure that the lorry drivers engaged hold all permits required under the laws on the employment of foreigners/delegations. The driver must carry the proof and documents required under the currently applicable laws (particularly work and residence permits). The Contractor undertakes to exclusively provide drivers who have at least sufficient knowledge of the language at the point of departure and handover to adequately communicate with the consignor and recipient as well as the authorities. The Contractor confirms that the driving personnel hold a valid internationally applicable driving licence and a certificate under Directive 2003/59/EG (EU professional driver training). The driver must be specially trained to meet all requirements for the transport and carry the necessary certificates with him. In particular, the requirements under the ADR and StVO, with regard to load securing, under safety regulations and relating to safety clothing must be fulfilled with special care. For safety reasons, during all loading and unloading activities the driver must always wear safety shoes, a hard hat, long outer clothing and a high-visibility vest (unless safety regulations at the loading or unloading point impose more rigorous requirements). In the case of ADR transports the driver must carry/put on the safety equipment which is required for them. If the above provisions/instructions are not complied with, we shall have the right to have the vehicle/driver equipped by the shipper at your expense. If this is impossible we shall have the right to purchase a substitute vehicle and invoice you for the costs in the full amount. We shall hold you fully liable for all resulting follow-up costs! In any event, for these expenses a processing fee of €35 will be invoiced.

13. The Contractor shall be solely responsible for compliance with all the provisions of law on driving and rest periods as well as for paying the driving personnel in accordance with the law. This particularly applies to the provisions of the German Minimum Wage Act (Gesetz zur Regelung eines allgemeinen Mindestlohns – MiLoG), the Act on Combating Wage and Social Dumping (Lohn- and Sozialdumping-Bekämpfungsgesetz – LSD-BG) and any other relevant regulations on compliance with minimum wages. The Contractor must demonstrably (in writing) inform its employees and other vicarious agents, particularly subcontractors, of the obligation

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to comply with the minimum wage regulations all over Europe and make sure with the diligence of a prudent entrepreneur that they are also actually complied with. On request the Contractor must promptly submit to All Fresh appropriate proof of compliance with those provisions of law. The Contractor undertakes to fully, i.e. without limitation also in terms of amount, indemnify All Fresh and hold it harmless with regard to any expenses/costs/claims/receivables (irrespective of the legal basis) that it may incur in connection with a breach of this provision or failure to comply with the applicable regulations. This also applies, in particular, for any administration costs, costs of representation or consulting costs incurred.

14. The Contractor must promptly report any loss event to All Fresh and the Contractor's transport liability insurance company. In the event of losses exceeding the amount of €2,000, the Contractor must promptly commission an expert/insurance surveyor to assess the losses. In the event of other claims for compensation for losses the Contractor must obtain instructions from All Fresh. Furthermore, the Contractor must promptly provide all information which may be necessary for the purpose of further claims processing by All Fresh/its insurer.

15. In the case of dangerous goods transports the Contractor shall only engage drivers who are trained in accordance with the ADR and carry with them a valid ADR certificate. The vehicles must be fitted out for the transport of dangerous goods. In particular, all conceivable requirements with respect to items of equipment must be fulfilled (manhole covering, shovel, broom, fire extinguisher, binding agent, collecting vessel, respiratory protection etc.). When transporting dangerous goods (ADR) the Contractor shall also be liable for the correct declaration on the freight documents and the correct labelling of the load, as well as for carrying the required transport documents and the marking of the vehicle in accordance with the law. Furthermore, all national regulations in the countries affected by the transport must be complied with.

The information in the waybill must be entered in accordance with 5.4.1.1.1 ADR.

The Contractor must comply with the requirements provided for in 1.4.2.2.1 ADR "The carrier's inspection obligation". The vehicle must be covered for the increased motor vehicle insurance under the Act on Motor Vehicle Liability Insurance (Kraftfahrzeug-Haftpflichtversicherungsgesetz – KHVG).

16. Before taking over a transport the Contractor shall, without being requested to do so, submit to All Fresh the insurance policy as confirmation of a sufficient minimum insured amount (€600,000) and insurance such as is customary in the industry in Austria. That insurance must also cover liability in accordance with Article 29 CMR and damage during loading and unloading processes. If All Fresh does not have the insurance policy concerning the cover of the transport liability insurance in its possession before the transport is carried out, it shall have the right to obtain insurance cover for that transport in favour of the Contractor, in which case it shall have the right to deduct 4% from the agreed freight price. The Contractor must itself

ensure that All Fresh has the above-mentioned insurance policy in its possession.

17. The Contractor explicitly waives the objection of a "transport contract for account of third-parties". The Contractor explicitly declares that it agrees, in the event that the contractual relationship in question is indeed classified as a transport contract for account of third-parties, to subject that contractual relationship to the liability provisions of freight transport law (CMR).

18. Customer protection is deemed to be agreed. If the Contractor accepts or brokers orders from or otherwise contacts customers of All Fresh or any companies which participate in any way in the transport order, all claims of the Contractor against All Fresh shall be forfeit. For a breach of this competition / customer protection clause a contractual penalty irrespective of fault and excluded from the judicial reduction right in the amount of €35,000, regardless of the actual amount of losses, is agreed. Further claims for compensation for losses shall remain unaffected by this.

19. For all transports a non-disclosure obligation applies, which strictly prohibits the Contractor from passing on to third parties any information of which he/she gains knowledge in the course of the fulfilment of the order. The Contractor shall be liable in this respect for any assistants. In the event of an impermissible disclosure of information to third parties, a contractual penalty irrespective of fault and excluded from the judicial reduction right in the amount of €10,000 shall be payable. All Fresh explicitly reserves the right to assert claims for further losses.

20. The prices specified in All Fresh's offer/order are deemed fixed prices. Surcharges or expenses/costs (of any kind) shall not be recognised.

21. The goods may only be unloaded at the recipient address or delivery address specified in the loading order/waybill. Any changes may only be made with the explicit approval of All Fresh. If the information in the waybill differs from the transport order, the Contractor must consult and come to agreement with All Fresh before fulfilling it.

Upon delivery, conclusive proof of identity documented by a passport or other official documents must be demanded from the recipient and the data entered on the waybill.

22. The transport order in question shall be binding unless an objection is raised within one hour from receipt by the Contractor. The Contractor must arrive at the loading point with its vehicle at the agreed loading time. If the vehicle is not presented a contractual penalty excluded from the judicial reduction right and irrespective of the actual losses in the amount of €250 shall be payable (irrespective of fault). For late arrival at the loading point a contractual penalty irrespective of fault of €100/hour shall be payable. Further claims for compen-

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sation for losses shall remain unaffected in both cases. Unloading times shall be deemed delivery times within the meaning of Article 19 CMR. The Contractor acknowledges that compliance with the delivery periods is particularly important for All Fresh. Before accepting the transport order the Contractor must check whether the delivery period can be complied with.

23. The Contractor must carry out the loading and unloading. Losses attributable to circumstances occurring during loading or unloading shall fall within the liability sphere of the Contractor. The Contractor must ensure that the load is properly secured and complies with the provisions of law. The Contractor shall be exclusively responsible for the obligation to secure the load, including if the consignor loaded the goods. The Contractor must investigate all sources of damage before carrying out the transport and, in particular, check that the loading/stowage and the packaging are fit for transport. If necessary, sources of damage must be eliminated or instructions obtained from All Fresh. When accepting the goods the Contractor must check the number of units, the characteristics and the weight of the transport goods. In the event of a deviation or if an inspection cannot be carried out, the Contractor must specify appropriate reservations on the waybill and have them signed off by the consignor before departure.

24. Where fresh goods are transported and for refrigerated transports the following shall apply in addition to points 1 - 23 above: Fresh goods transports may only be carried out with a technically flawless and regularly maintained refrigerated vehicle. The floors of the vehicles must be kept clean and in a flawless condition. Vehicles must be selected whose floors are easy to clean and whose wall surfaces have a smooth finish. The surfaces of the vehicle must be waterproof, water-repellent and washable. The floors and doors of the vehicles and refrigerated vehicles must be constructed such that accumulations of dirt and condensation as well as unwanted mould growth and material fragments are prevented. Suitable refrigeration systems must be fitted to ensure appropriate air temperature conditions for the hygienically flawless transport of fresh goods.

Cleaning and disinfection of the vehicle are deemed a preparatory measure for transport. The transport company must prepare schedules for cleaning and disinfection attuned to the means of transport and the transported goods and provide them to the Principal at its request. In connection with cleaning and disinfection reference is made to the standard DIN 10 516 (cleaning and disinfection) as well as the current lists of disinfection agents for food tested and found to be effective in accordance with the guidelines of the German Veterinary Medical Society (Deutsche Veterinärmedizinische Gesellschaft). Maintenance cleaning, basic cleaning and disinfection must be carried out (see FHB Reg. 11).

With regard to food hygiene reference is made to the Food Regulation (Lebensmittelverordnung – LMHV), the federal food hygiene regulation. All Fresh's requirements with respect to fresh goods transports are as follows: The Contractor's employees must be trained on issues relating to the HACCP; such training courses must be held at least once per year and the following points taught: basic knowledge on the subject of transport and storage hygiene, such as temperature require-

ments; basic knowledge on cleaning and disinfection and measures in the event of pest infestation; basic knowledge on hazards to human health caused by microorganisms, pests, residues or foreign bodies. The training must be documented and the documentation kept for a period of three years and provided to All Fresh at its request.

All Fresh's temperature requirements are based on the Agreement on the International Carriage of Perishable Foodstuffs (ATP). The specific temperature requirements under the special product regulations remain unaffected by this.

Before loading the drivers must comply with the following: The load compartment must be undamaged, clean, dry and free of odours/pests. The vehicle must be kept at a constant temperature. Before loading, the temperature printer must be checked, including as to whether there is sufficient paper and toner. The temperature must be maintained during breaks and/or interruptions of the journey. The cooling/heating chain may not be interrupted. Any temperature deviation must be immediately reported.

During loading the drivers must comply with the following: Random temperature samples of the goods must be taken and any deviations immediately noted on the CMR waybill and reported to All Fresh's despatch department. The external appearance of the goods must also be inspected (pallets and cardboard packaging). The air-conditioning system (power unit, vents) must function as required. The driver must correctly secure the load. Furthermore, the height of the pallets must be checked; if the pallets are too high, the loading personnel and despatch must be immediately informed, since if the pallets are packed too high, air circulation will be obstructed. The power unit must on no account be switched off during loading.

After loading, the door lock must be checked and a security lock fitted.

Passing on information on the goods, the route, breaks and addresses to third parties is prohibited. At each stop the integrity of the security lock must be checked. Only All Fresh's instructions must be followed.

The vehicles for the transport of fresh goods, dairy products and fruit and vegetables must be selected and used such that the maximum temperature of the food does not exceed the temperature specified by the shipper or under the ATP. The vehicle selected for fresh goods must be designed with an insulated body and a refrigeration unit in accordance with DIN 8958/8959 Class C. For the transport of fresh goods, dairy products, fruit and vegetables the vehicle must be selected such that during transport the maximum temperature of the food does not exceed the specified value at any point in the load.

The load compartment of the vehicle must be sufficiently pre-cooled (taking the external temperature into account) – in winter at least half an hour prior to loading and in summer at least one hour prior to loading. The doors of the load compartment must only be opened shortly before loading. When checking the loaded goods during transport it must be ensured that

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the food is not subject to any influence that has adverse effects on quality. The beginning and end of loading must be documented.

The temperatures of the food/fresh goods must be subjected to ongoing monitoring during transport. Any special temperature requirements of the producer/shipper must be complied with. Non-destructive temperature measurement must be carried out between the transport packages using a temperature probe with a flat head. Before measurement the probe must be cooled down as close to the temperature of the product as possible. For the destructive measurement a hole is bored into the product. The hole is bored by means of a pre-cooled instrument for penetrating into the product, into which the probe is introduced. It must be of such a size as to ensure that the probe is tightly enclosed. The probe must be introduced approx. 2.5 cm into the product.

With regard to the measuring instrument the following procedure must be followed: The response time must correspond to 90% of the time between the first and last recording at an interval of three minutes. The system must be precise to $\pm 0.5^{\circ}\text{C}$ in the measurement range between -35°C and $+25^{\circ}\text{C}$. During measurement in an ambient temperature between -35°C and $+25^{\circ}\text{C}$ the measurement precision may not deviate by more than 0.3°C . The resolution of the instrument must amount to at least 0.1°C (the higher the resolution of a measuring instrument the more precisely a value can be shown). The precision of the system must be checked at regular intervals and at least once per year. There must be a valid calibration certificate for the system.

Measurements and checking of temperatures must be carried out such that the quality of the food is not impaired. The temperature measurements must in any event be carried out at the loading and unloading points. The temperature must also be monitored during transport. That monitoring must be carried out with on-board temperature measurement instruments. Before accepting the goods the Contractor must check whether the goods to be accepted are sufficiently pre-cooled (the burden of proof rests on the Contractor). Measurements and checking of temperatures must be carried out such that the quality of the food is not impaired. As a rule, a non-destructive method must be used when checking the temperature (between the transport packages). The transport packages to be used for the temperature measurement must be representative of the warmest point of the load. If random measurements are carried out during the transport with a fully loaded vehicle, the measurements must be carried out near the doors. Temperature measurements must always be carried out by the shipper and recipient in the same place. It is recommended that the transport packages used for the measurement be marked. Before measurement the probe must be cooled down as close to the temperature of the product as possible (DIN EN 13485).

The Contractor must keep the temperature log for a period of three years from the delivery of the goods and hand it over to All Fresh at its request.

The vehicles must be fitted with sufficient attachment rods and other load securing equipment. For refrigerated transports adequate air circulation must be ensured. In the absence of temperature records the entitlement to the freight charge shall be entirely forfeit. If the transport temperature is not specified in the loading order, the Contractor must itself obtain instructions from All Fresh regarding the transport temperature, as well as the correct operating setting of the refrigeration power unit.

25. For refrigerated transports the following applies in addition to points 1 - 23 above: Refrigerated transports may only be carried out with a technically flawless and regularly maintained refrigerated vehicle. The floors of the vehicles must be kept clean and in a flawless condition. Vehicles must be selected whose floors are easy to clean and whose wall surfaces have a smooth finish. The surfaces of the vehicle must be waterproof, water-repellent and washable. The floors and doors of the vehicles and refrigerated vehicles must be constructed such that accumulations of dirt and condensation as well as unwanted mould growth and material fragments are prevented. Suitable refrigeration systems must be fitted to ensure appropriate air temperature conditions for hygienically flawless transport of frozen products.

Cleaning and disinfection of the vehicle are deemed a preparatory measure for transport. The transport company must prepare schedules for cleaning and disinfection attuned to the means of transport and the transported goods and provide them to the Principal at its request. In connection with cleaning and disinfection reference is made to the standard DIN 10 516 (cleaning and disinfection) as well as the current lists of disinfection agents for food tested and found to be effective in accordance with the guidelines of the German Veterinary Medical Society (Deutsche Veterinärmedizinische Gesellschaft). Maintenance cleaning, basic cleaning and disinfection must be carried out (see FHB Reg. 11).

With regard to food hygiene reference is made to the Food Regulation (Lebensmittelverordnung – LMHV), the federal food hygiene regulation. All Fresh's requirements with respect to refrigerated transports are as follows: The Contractor's employees must be trained on issues relating to the HACCP; such training courses must be held at least once per year and the following points taught: basic knowledge on the subject of transport and storage hygiene, such as temperature requirements; basic knowledge on cleaning and disinfection and measures in the event of pest infestation; basic knowledge on hazards to human health caused by microorganisms, pests, residues or foreign bodies. The training must be documented and the documentation kept for a period of three years and provided to All Fresh at its request.

All Fresh's temperature requirements are based on the Agreement on the International Carriage of Perishable Foodstuffs (ATP). The specific temperature requirements under the special product regulations remain unaffected by this.

The vehicles for the transport of frozen and quick-frozen food must be selected and used such that the maximum temperature

of the food does not exceed the temperature specified by the shipper or under the ATP. The vehicle selected for frozen food must be designed with an insulated body and a refrigeration unit in accordance with DIN 8958/8959 Class C. The vehicle's load compartment must be sufficiently pre-cooled (taking the external temperature into account). Due to possible temperature differences the thermostat of the refrigeration unit must be set 3°C lower than necessary. The doors of the load compartment must only be opened shortly before loading. When checking the loaded goods during transport it must be ensured that the food is not subject to any influence that has adverse effects on quality. The beginning and end of loading must be documented. The temperatures of the frozen and quick-frozen food must be subjected to ongoing monitoring during transport.

Non-destructive temperature measurement must be carried out between the transport packages using a temperature probe with a flat head. Before measurement the probe must be cooled down as close to the temperature of the product as possible. For the destructive measurement a hole is bored into the product. The hole is bored by means of a pre-cooled instrument for penetrating into the product, into which the probe is introduced. It must be of such a size as to ensure that the probe is tightly enclosed. The probe must be introduced approx. 2.5 cm into the product.

With regard to the measuring instrument the following procedure must be followed: The response time must correspond to 90% of the time between the first and last recording at an interval of three minutes. The system must be precise to $\pm 0.5^\circ\text{C}$ in the measurement range between -35°C and $+25^\circ\text{C}$. During measurement in an ambient temperature between -35°C and $+25^\circ\text{C}$ the measurement precision may not deviate by more than 0.3°C . The resolution of the instrument must amount to at least 0.1°C (the higher the resolution of a measuring instrument the more precisely a value can be shown). The precision of the system must be checked at regular intervals and at least once per year. There must be a valid calibration certificate for the system.

The temperature measurements must in any event be carried out at the loading and unloading points. The temperature must also be monitored during transport. That monitoring must be carried out with on-board temperature measurement instruments. Before accepting the goods the Contractor must check whether the goods to be accepted are sufficiently pre-cooled (the burden of proof rests on the Contractor). Measurements and checking of temperatures must be carried out such that the quality of the food is not impaired. As a rule, a non-destructive method must be used when checking the temperature (between the transport packages). The transport packages to be used for the temperature measurement must be representative of the warmest point of the load. If random measurements are carried out during the transport with a fully loaded vehicle, the measurements must be carried out near the doors. Temperature measurements must always be carried out by the shipper and recipient in the same place. It is recommended that the transport packages used for the measurement be marked. Before measurement the probe must be cooled down as close to the temperature of the product as possible (DIN EN 13485).

The Contractor must keep the temperature log for a period of three years from the delivery of the goods and hand it over to All Fresh at its request.

Refrigerated and box vehicles must be fitted with sufficient attachment rods and other load securing equipment. For refrigerated transports adequate air circulation must be ensured. In the absence of temperature records the entitlement to the freight charge shall be entirely forfeit. If the transport temperature is not specified in the loading order, the Contractor must itself obtain instructions from All Fresh regarding the transport temperature, as well as the correct operating setting of the refrigeration power unit.

26. For pharmaceutical transports the following applies in addition to points 1 - 23 above: For pharmaceutical transports the floors of the vehicles must be kept clean and in a flawless condition. Vehicles must be selected whose floors are easy to clean and whose wall surfaces have a smooth finish. The surfaces of the vehicle must be waterproof, water-repellent and washable. The floors and doors of the vehicles and refrigerated vehicles must be constructed such that accumulations of dirt and condensation as well as unwanted mould growth and material fragments are prevented. Suitable refrigeration systems must be fitted to ensure appropriate air temperature conditions for hygienically flawless transport of pharmaceutical products.

Cleaning and disinfection of the vehicle are deemed a preparatory measure for transport. The transport company must prepare schedules for cleaning and disinfection attuned to the means of transport and the transported goods and provide them to the Principal at its request. In connection with cleaning and disinfection reference is made to the standard DIN 10 516 (cleaning and disinfection) as well as the current lists of disinfection agents for food tested and found to be effective in accordance with the guidelines of the German Veterinary Medical Society (Deutsche Veterinärmedizinische Gesellschaft). Maintenance cleaning, basic cleaning and disinfection must be carried out (see FHB Reg. 11).

All Fresh's requirements with respect to pharmaceutical transports are as follows: The Contractor's employees must be trained on issues relating to the HACCP; such training courses must be held at least once per year and the following points taught: basic knowledge on the subject of transport and storage hygiene, such as temperature requirements, basic knowledge on cleaning and disinfection, measures in the event of pest infestation, basic knowledge on hazards to human health caused by microorganisms, pests, residues or foreign bodies. The training must be documented and the documentation kept for a period of three years.

Where pharmaceutical products with temperature requirements have to be transported the manufacturer's/shipper's requirements must always be complied with. Depending on the product and its characteristics temperatures of between $+2^\circ$ and $+8^\circ$ (refrigerated goods) or $+15^\circ$ and $+25^\circ$ (standard storage temperature) must be maintained. As the first step, one hour prior to loading the trailer must be pre-cooled/heated, and

after loading the power unit must be set to run continuously with the setpoint setting.

As at: May 2018

All Fresh Logistics GmbH, A- 5412 Puch bei Hallei

27. For special transports the following applies in addition to points 1 - 23 above: For special transports the vehicles must be kept clean and in a flawless technical condition. The trailers (refrigerated or box trailers) must be sealable and a security lock must be fitted. Upon loading the load compartment must be completely empty. The seal applied after the loading process has been completed constitutes a security feature for customers and recipients and must not be either tampered with or removed. If, during the transport, the trailer is opened in the course of a police check, this must be documented (a police report must be requested and a note made on the CMR waybill) and all the participants and in any event All Fresh must be notified. The applied seal may only be opened in the presence of an employee of the recipient identified with a passport or other official documents and the data must be entered on the CMR waybill.

Separate GPS devices and alarm systems must be installed in the towing vehicle and the trailer enabling track & trace if required.

In the event of an attack if possible no resistance should be mounted and the local police and All Fresh must be notified as soon as possible. Weapons are prohibited without exception. No firearms may be carried in the lorry cabin. The times of departure must be selected such that unnecessary standstill periods are avoided. During driving breaks and rest periods the vehicle may only be parked, without exception, in guarded parking facilities. In this context reference is made to section 11.

A two-person crew is agreed for special transports. The Contractor shall not have the right to levy a freight surcharge for the second driver. At least one driver must remain in the cabin at all times.

Changes of the delivery address, schedule or route may only be received and forwarded by All Fresh employees known to the Contractor. The drivers may not carry hitchhikers or other unauthorised persons in the vehicle and may not talk to anyone about the contents of the load.

28. Any claims against All Fresh, irrespective of the legal basis and the degree of culpability, shall expire by time limitation within six months. The time limitation period shall in any event begin to run at the moment when the respective transport order is placed.

29. The contractual relationship is subject to Austrian law, to the exclusion of the conflict of laws rules. For all disputes between the parties in connection with this agreement, including disputes concerning the effectiveness hereof, the competence of the court with material jurisdiction over A-5020 Salzburg is agreed. The language of the contract is German.

