

**GTC of PPT Service GmbH**

PPT operates exclusively on the basis of these General Terms and Conditions of Business and Transport.  
Valid from: 05/05/2022

**1. General Basis / Scope / Insurance**

- 1.1. These General Terms and Conditions of Business and Transport, (“GTCT”), constitute the basis of business relations with PPT Service GmbH, (“PPT”). PPT takes mail, small consignments, parcels, pallets and other freight to be delivered, comprising one or several packages (“consignments”) into safekeeping for transport and other types of manipulation.
- 1.2. Collaboration with
  - 1.2.1. customers for the one part (“clients”), as consignors and/or recipients of consignments and freight payers, and
  - 1.2.2. with couriers and subcontracting hauliers for the other part (“contractual partners”) is subject to these GTCT.
- 1.3. By way of the order or the acceptance of the order, every client or contractual partner accepts these GTCT without reservations as part of its contract with PPT. Deviations from these GTCT and ancillary agreements shall only be valid upon written agreement and in the written form. Vicarious agents of PPT shall not be authorised to waive or alter provisions of the contracts or the GTCT in hand or of parts of these.
- 1.4. Deviating general terms and conditions of the client or contractual partner are non-binding and therefore excluded for the legal transaction in hand and the complete future business relationship even if they are not expressly rejected. The client or the contractual partner agrees that these General Terms and Conditions apply to all future business transactions independently of a repeated, express agreement. Provisions or general terms and conditions of business and transport that differ from these shall only apply if they were confirmed by PPT in writing.
- 1.5. The validity of conventions as amended from time to time shall remain unaffected by the agreement of these GTCT insofar as their regulations imperatively stipulate deviating regulations.
  - 1.5.1. PPT operates on the basis of the General Austrian Transport Insurance Terms (AÖTB 2001) and the legal basis of the freight business in accordance with § 439a UGB [*Austrian Commercial Code*]. The effect of § 439a UGB is that the regulations of the CMR are taken over into national law. For that reason, road freight contracts for transports in Austria are concluded exclusively on the basis of CMR insofar as their regulations imperatively stipulate a provision that deviates from these GTCT.
  - 1.5.2. For legal transactions, which neither subject to CMR, AÖTB nor to this AGBB the general Austrian forwarding agent conditions apply instead.

**2. Service**

**2.1. Client's Obligations**

- 2.1.1. Unless agreed upon separately and in writing, the service of PPT is limited to transport (pick-up, transport, customs clearance, where applicable) and delivery of the consignments.
- 2.1.2. The client has to pass on all data required for transport in the written form (email). These data comprise at least the complete address and contact data as well as the place of pick-up and delivery, the nature and contents as well as precise dimensions and weight information for the consignments to be forwarded. In the event of incorrect data, PPT cannot be held responsible for damage and delivery delays.
- 2.1.3. In the event that customs clearance is required, the client is obliged to make all necessary documents available to PPT. The client is liable for the completeness and correctness of the documents and is aware of the fact that incorrect statements or statements made with fraudulent intent may entail civil law and criminal law consequences including seizure and possible destruction of the goods transported. The client is obliged to inform PPT about the valid VAT number of the recipient and undertakes to pass on a confirmation through the customs office in charge.

**2.2. Performance of Service by Contractual Partners**

- 2.2.1. At any time, PPT has the right to instruct contractual partners to perform services (contractual partners), which will be governed by these GTCT in each case.
- 2.2.2. All required freight and customs documents have to be carried along by the contractual partner during the transport. The correct handing over of the goods transported to the recipient(s) has to be documented in the CMR consignment note AND the customer's delivery note as follows:

date, time, name and signature of the recipient, stamp of the receiving firm. The contractual partner shall be liable for a proper confirmation by the recipient on the receipts of delivery.

### **3. Packaging and load securing**

#### **3.1. Client's Obligations**

- 3.1.1. The consignments handed over to PPT or the contractual partner have to be packed up and protected in such a way that they withstand the usual transport conditions and can be transported using forklift trucks or the like without being damaged or without causing damage to people, animals or objects.
- 3.1.2. The client is exclusively responsible for packaging suitable for transport and has to ensure that the packaging is suitable for the respective goods to be dispatched according to the statutory provisions. PPT refuses any liability for damage caused by defective or missing packaging.
- 3.1.3. If the client is not able to provide for suitable labelling, marking, addressing and packaging and if PPT has to ensure sufficient labelling, marking, addressing and packaging, the client will be invoiced separately for the extra costs and the costs for labelling, marking, addressing and packaging, respectively.
- 3.1.4. The load (or individual parts of the load) must be stored on the transport vehicle in accordance with applicable guidelines, relevant standards and the relevant laws in such a way that it can withstand the forces occurring during normal driving operations and the safe operation of the transport vehicle by the load cannot be affected and nobody is endangered. The customer or sender has the obligation to load the goods packaged appropriately for transport in the sense of the previous statements. The customer, sender or a loader designated is therefore liable for ensuring that the load is properly packed and labelled, the vehicle suitability, depending on the load, has been checked, the load is secured, all persons involved in load securing have been instructed accordingly and a responsible person for loading has been appointed.

#### **3.2. Consignments with Additional Requirements**

- 3.2.1. Consignments which require special treatment (fragile consignments, consignments requiring special storage, hazardous goods, etc.) have to be marked accordingly by the client in accordance with the internationally valid regulations.
- 3.2.2. If further persons are required for loading and unloading, these have to be ordered when the order is placed, or the client has to ensure that assistants are made available. Necessary auxiliary loading equipment also has to be made available by the client or to be ordered when the order is placed.

### **4. Loading Equipment/Replacement**

- 4.1. The replacement of loading equipment in compliance with the order is an integral part of a freight subcontract with a contractual partner. The contractual partner has to ensure the replacement of the complete loading equipment (Euro pallets, lattice boxes, etc.) at the consignor's as well as at the recipient's step by step. If loading equipment is not replaced or not completely replaced or if it is not in a fault-free condition, that has to be noted in the CMR consignment note as well as in the load equipment certificate / transport order including the reasons for that and has to be confirmed.
- 4.2. A subsequent return transport has to be carried out within 30 days after the loading day to the location agreed on with PPT. Returns after expiry of this time limit shall be deemed immaterial. Loading equipment not returned in due time will be deemed not to have been replaced. In general, proof of the replacement of loading equipment has to be shown within 7 days after the loading day by way of submission of the respective receipts.
- 4.3. The contractual partner will be charged for loading equipment which was not replaced and not returned in time, respectively, without a time limit being fixed before, in the following amounts: EUR 15.00 per Euro pallet / EUR 120.00 per lattice box / EUR 50.00 per collar. The assertion of further damage claims remains unaffected thereof

### **5. Prices**

- 5.1. All prices are - unless otherwise indicated - in EUR exclusive of value-added tax and are fixed prices. Prices that possibly differ from them are valid for the respective specific order, but constitute by no means a general agreement for the future business relationship.
- 5.2. After corresponding information has been passed on from PPT to the client or the contractual partner to PPT, the agreed prices may be adjusted to possible price changes due to delays, unforeseen incidents, etc.
- 5.3. The agreement of special prices shall always require the written form.

**6. Electronic invoicing (e-invoice)**

- 6.1. PPT is entitled to send invoices to client / contractual partner also in electronic form. The client / contractual partner expressly agrees to the sending of invoices in electronic form by PPT.

**7. Placing of Orders and Cancellation of Orders**

- 7.1. Orders can be placed with PPT or the contractual partner by telephone, orally or by email. Orders will be deemed accepted if an order confirmation or an equivalent confirmation of PPT was sent by email or if PPT confirmed acceptance of the order to the client by telephone.
- 7.2. If a client cancels an order on the day of delivery, 80% of the originally agreed freight price will be invoiced. The agreed freight price in full will be charged for empty trips caused by the client.
- 7.3. If PPT cancels an order assigned to a contractual partner because the client cancelled the order placed with PPT, the contractual partner is not entitled to assert any claims vis-à-vis PPT.

**8. Delivery**

- 8.1. Consignments which are not accepted by the recipient or which cannot be delivered for other reasons will be put into storage by PPT at the client's name, his order and expense and only further processed upon instruction of the client.
- 8.2. If the recipient is not present at the time of delivery, the forwarder may hand the consignment(s) over to third parties concerning which the forwarder may assume, based on the circumstances, that they are authorised to accept the consignment for passing it on to the recipient. In particular, that includes persons present at the recipient's place of business. If the client wishes for the consignment to be handed over exclusively to one specific person and that was already indicated in writing when the order was placed, PPT will arrange for delivery accordingly.
- 8.3. If the client wishes to be informed about non-performance of delivery, that has to be communicated in writing when the order is placed.
- 8.4. Invoice amounts from freight invoices from PPT to the client and freight invoices from contractual partners to PPT, respectively, shall only become payable after the invoice was demonstrably passed on together with the original transport documents (CMR consignment note, delivery notes, etc.) to the client and PPT, respectively. The risk for the passing on of these documents shall be borne by PPT and the contractual partner, respectively.
- 8.5. Delivery notes, cartage notes, transport orders or other documents may be used as delivery receipts and have to be passed on within 3 working days after delivery of the goods by the contractual partner to PPT and by the contractual partner to PPT, respectively, failing which a processing fee of EUR 25.00 will be deducted from the invoice amount of the freight invoice of the contractual partner.

**9. Liability**

- 9.1. PPT shall be liable for all the damage caused by PPT and its vicarious agents within the limits of statutory regulations in accordance with the regulations of the CMR. The client is responsible for determining and announcing the value of the transport order in an objective manner and for informing PPT about the order value based on suitable proof of value.
- 9.2. All orders will be handled with the greatest care and with the effort to ensure delivery without delay. Should a loss of or damage to goods or delivery delays occur nevertheless, PPT shall be liable for itself and its staff in the event of slight negligence only in the scope of the limit of liability of Art. 17-28 CMR. Possible non-contractual claims shall be excluded pursuant to Art. 28 CMR.
- 9.3. An increase in value of the maximum amounts pursuant to Art. 24 CMR or a particular delivery interest pursuant to Art. 26 CMR is not agreed upon.
- 9.4. For slight negligence, PPT shall not be liable in the event of a missed delivery date or a missed loading date and delayed acceptance or delivery, respectively, as well as loss of and damage to the goods to be transported. PPT shall also not be liable for interruptions of transport or disruptions caused by force majeure events or other causes outside the sphere of responsibility of PPT (e.g. strike, traffic jam, acts of war, severe weather, customs, etc.).
- 9.5. The assertion of sentimental value and indirect damage shall be excluded in any case. In the event of damage to or loss of the goods to be transported and in the event of missed delivery dates, the client has to be notified by telephone and in writing without delay, failing which claims whatsoever against PPT shall be excluded.
- 9.6. PPT shall not be liable for damage caused in the area of the client's assets or for any kind of consequential damage.

- 9.7. In the event that the vehicle is not provided by the contractual partner of PPT, a lump sum in the amount of EUR 250.00 will be charged per day, and regardless of culpability at that. A penalty regardless of culpability in the amount of EUR 30.00 for every commenced hour, calculated from the time fixed for loading or delivery, will be charged for delayed arrival at the place of loading and unloading.
- 9.8. If claims or claims regarding transportation are asserted against PPT by the client, he shall bear the full burden of proof to show that the damage to the cargo was caused during transportation by PPT and that PPT took over the cargo complete and undamaged. Any liability on the part of PPT regarding customs duty claims and other charges is entirely excluded.
- 9.9. If damage to the consignment is not visible on the outside or if PPT cannot be expected to determine the cause of damage for other reasons, the client has to show proof of the fact that the damage was caused by PPT.
- 9.10. In any case, hazardous and banned goods (with the exception of consignments covered by the "Multilateral Agreement under Section 1.1.3 b ADR on carriage according to the exemption limits regulation") and those which are generally excluded from transport by transport organisations shall be excluded from transport. As a matter of principle, cash remittances as well as consignments containing objects of value, art objects and antiques as well as gems, jewellery and securities are further excluded from transport.
- 9.11. The contractual partner demonstrably has to inform PPT about the taking out of a transport insurance with a waiver of recourse of the insurer vis-à-vis PPT. If the client fails to do that, this would constitute a gross violation of contractual obligations.
- 9.12. The client shall be liable vis-à-vis PPT for the consignment handed over by him and for the complete handing over of all documents and accompanying documents required for transport. PPT is not obliged to inspect the consignment for completeness and inner condition or damage. PPT reserves the right to refuse acceptance of consignments which seem unsuitable for transport because of their nature or because they are secured / packaged insufficiently. Before the acceptance of consignments, PPT is not obliged to inspect the contents of the consignments.
- 9.13. The acceptance of consignments excluded from transport cannot be deemed an implied waiver of exclusion from transport. The client shall be liable for damage caused through the handing over of goods excluded from shipping or missing or defective packaging of the goods to be forwarded (as described under "Packaging") to the equipment and means of transport of PPT and its subcontractors and road transport carriers, respectively, and / or goods belonging to other clients and for personal injury resulting from that.
- 9.14. If goods are destined for onward transport with other means of transport than the ones provided by PPT or its subcontractors, the transport order shall only be valid for the haul of which PPT or its subcontractor is specifically in charge in each case. PPT assumes no liability either for a possible onward transport on the road by another carrier commissioned by the client. If goods are excluded from transport in the event of onward transports for that reason, PPT assumes no liability whatsoever for that. That falls exclusively in the client's sphere of responsibility.
- 9.15. The client places possible orders with other forwarders for the performance of commissioned transports on the client's behalf, which is why claims against the other forwarders will have to be asserted directly by the client. PPT assigns possible claims against the other forwarder to the client.

## 10. Statute of Limitations

- 10.1. Claims based on whichever legal reasons shall fall under the statute of limitations after one year. In the event of intent or culpability which equals intent according to the jurisdiction of the court that was appealed to, however, the period of limitation shall be three years.
- 10.2. The statutory period of limitation starts to run:
- 10.2.1. in the event of partial loss, damage or exceeded delivery period, on the day on which the goods are delivered;
- 10.2.2. in the event of total loss, on the 30<sup>th</sup> day after the end of the agreed delivery period or, if no delivery period was agreed, on the 60<sup>th</sup> day after the goods were taken over by the forwarder;
- 10.2.3. in all other cases, at the end of a three-month period after conclusion of the contract for carriage.
- 10.2.4. The day on which the lapse of time commences will not be considered for the calculation of the period.

## **11. Terms of Payment**

- 11.1. The agreed fees become payable by the client within 30 days after invoicing without any deduction of rebates or discounts by way of a bank transfer to the account of PPT Service GmbH. When the agreed term of payment is exceeded, PPT has the right to charge default interest customary in the forwarding business in the amount of 18% p.a.
- 11.2. The agreed fees shall be paid by PPT to the contractual partner without any deductions by bank transfer to the respective account after delivery of the invoice and the original confirmed freight documents by mail and within a period of 45 days.
- 11.3. Other payment arrangements (discounts and/or bonuses and terms of payment), valid for clients or contractual partners, shall require a special written agreement.
- 11.4. The right of lien pursuant to § 447ff ABGB shall apply expressly. In particular, PPT shall have a right of lien for the consignment due to all claims substantiated by the freight contract, in particular the freight charges and demurrage, the customs duties and other expenses as well as due to the advance payments made for the consignment. Further statutory rights of lien and rights of retention of PPT shall remain unaffected by the provisions above. The client shall not have the right to offset its own claims against PPT from whichever title.

## **12. Data Privacy**

- 12.1. In order to ensure the transport services, PPT has the right to store, process and pass on to contractual partners of PPT the personal data made available in connection with transport, also across borders. This consent may be revoked at any time.
- 12.2. Data processing may also be carried out in particular with regard to further services and offers provided by PPT. Insofar as necessary, PPT has the right to pass data on to government agencies, in particular customs offices, as well.
- 12.3. Furthermore, PPT declares in a legally binding manner that all persons put in charge of data processing were placed under the obligation to observe data secrecy in the sense of § 15 DSG 2000 before starting their work. In particular, the non-disclosure obligation of the persons put in charge of data traffic shall also remain valid after the end of their employment and their resigning from PPT. The non-disclosure obligation also has to be fulfilled in connection with data of legal persons and partnerships under commercial law. PPT declares in a legally binding manner that sufficient safety measures in the sense of § 14 DSG [Austrian Data Privacy Act] 2000 were taken in order to prevent data from being used illegally or third parties from accessing them in an unauthorised manner.
- 12.4. A contract has to be concluded by PPT and a potential sub-processor in the sense of § 10 DSG 2000. In that contract, PPT has to make sure that the sub-processor is subject to the same obligations which PPT is subject to due to this agreement.
- 12.5. PPT shall make sure that the technical and organisational requirements are fulfilled so that the client is able to comply with the regulations of § 26 (Right to Information) and § 27 (Right to Correction or Deletion) DSG 2000 vis-à-vis the parties concerned within the statutory periods of time at any time, and shall make all the information required for that available to the client.
- 12.6. After performance of the service, PPT shall be obliged to pass on all results of processing and documents containing data to the client or to keep storing them protected from unauthorised access on its behalf, respectively, or to destroy them according to the order.
- 12.7. The client gives its consent to the collection and processing and forwarding of data according to the stipulations above.

## **13. Consumer's Right to Withdraw in the Event of Contracts Concluded in the Scope of Distance Marketing or Outside of Business Premises According to the Act on Distance and Off-Premises Transactions ("FAGG")**

- 13.1. In the event of consumer contracts, the consumer may withdraw from a contract concluded in the scope of distance marketing or outside of business premises within 14 days after conclusion of the contract without having to give any reasons for that. If the last day of the period is a Saturday, Sunday or public holiday, the period will end on the subsequent working day. The mailing of the notice of withdrawal within the period shall suffice.
- 13.2. The consumer is made available the withdrawal form in Annex /A to exercise the right of withdrawal.
- 13.3. In the event of contracts for services, the consumer shall have no right of withdrawal pursuant to § 18, Paragraph 1, Section 1 FAGG concerning contracts concluded in the scope of distance marketing or outside of business premises if the company had started - based on the consumer's express request in writing or by email and a confirmation of the consumer concerning his/her awareness of the loss of the right of withdrawal in the event of complete contract performance - performance of the service even before the end of the period of withdrawal period and the service was thereupon performed completely.

**14. Miscellaneous**

**14.1.** Should provisions of these GTCT be legally ineffective, invalid and/or void, the legal effect and the validity of the remaining provisions shall remain unaffected thereof. In that case, the contractual partners undertake to replace the provision that is legally ineffective, invalid and/or void (has become legally ineffective, invalid and/or void) by one which is legally effective and valid and the financial purpose of which conforms with the one of the provision replaced by it - insofar as possible and permitted by law.

**15. Applicable Law/Place of Performance/Place of Jurisdiction**

**15.1.** This contract between the client and PPT, and PPT and the contractual partner, respectively, shall be governed by Austrian substantive law to the exclusion of the conflict of law rules of private international law. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

**15.2.** The exclusive jurisdiction of the court having subject-matter jurisdiction in each case for Graz 8010 (Innere Stadt) is agreed for all disputes.

**15.3.** If the client is a consumer in the sense of the Consumer Protection Act and if the mandatory regulations of the CMR are not applicable, the court in the judicial district of which the client has his/her domicile, his/her habitual place of residence or his/her place of employment shall have jurisdiction over legal disputes in the scope of which the client has taken legal action from the contractual relationship with PPT pursuant to § 14 KSchG insofar as there is a corresponding mandatory legal regulation.