

# General Terms of Forwarding

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## Section 1: Scope

1. These terms are valid for all transport contracts assigned by RIBE for all types of activities. These also include logistics services common for forwarding agents if these are in connection with the transportation or storage of goods.

2. The respective valid ADSp are valid as well as additionally the RIBE terms for forwarding agents.

## Section 2: Order, transfer errors, contents, special types of goods

Orders, instructions, explanations and notifications must be made in writing. Orally given orders are only effective if confirmed by RIBE in writing.

## Section 3: Delivery/Collection

1. If not otherwise agreed, deliveries must be made as follows:

### Works 1 (Walpersdorferstr., Schwabach, Germany)

Monday to Friday  
7 a.m. to 11.30 a.m. and  
1 p.m. to 4.30 p.m.

### Works 2 (Industriestr., Schwabach, Germany)

Monday to Thursday  
7 a.m. to 11.30 a.m. and  
1 p.m. to 3 p.m.

### Works 3 (Blattgoldstr., Schwabach, Germany)

Monday to Thursday  
8 a.m. to 11.30 a.m. and  
1 p.m. to 3 p.m.

### Wire warehouse (Ringstr., Rednitzheimbach, Germany)

Monday to Thursday  
7 a.m. to 11.30 a.m. and  
1 p.m. to 3 p.m.

### Roth works (Norisstr., Roth, Germany)

Monday to Thursday  
7 a.m. to 12 p.m. and  
12.30 p.m. to 3 p.m.  
Friday  
7 a.m. to 12 p.m. and  
12.30 p.m. to 2 p.m.

### Nitra works (Sikarská, Nitra, Slovakia)

Monday to Friday  
6 a.m. to 11a.m. and  
11.30 a.m. to 2.30 p.m.

### Dubnica works (Areál ZTS, Dubnica, Slovakia)

Monday to Friday  
6 a.m. to 9 p.m.

2. If not otherwise agreed, collections of shipment goods must be made as follows:

### Works 1 (Walpersdorferstr., Schwabach, Germany)

Monday to Friday  
7 a.m. to 11.30 a.m. and  
1 p.m. to 4.30 p.m.

### Works 2 (Industriestr., Schwabach, Germany)

Monday to Friday  
7 a.m. to 11.30 a.m. and  
1 p.m. to 4.30 p.m.

### Works 3 (Blattgoldstr., Schwabach, Germany)

Monday to Thursday  
8 a.m. to 11.30 a.m. and  
1 p.m. to 4.30 p.m.  
Friday  
6 a.m. to 9 p.m.

### Roth works (Norisstr., Roth, Germany)

Monday to Thursday  
7 a.m. to 12 p.m. and  
12.30 p.m. to 3 p.m.  
Friday  
7 a.m. to 12 p.m. and  
12.30 p.m. to 2 p.m.

### Nitra works (Sikarská, Nitra, Slovakia)

Monday to Friday  
6 a.m. to 11a.m. and  
11.30 a.m. to 2.30 p.m.

### Dubnica works (Areál ZTS, Dubnica, Slovakia)

Monday to Friday  
6 a.m. to 9 p.m.

3. Before entering the premises, you must register at the reception area.

4. In as far as waiting and standing time do not exceed two hours, they are not remunerated separately. Waiting time arising due to arrival prior to the agreed delivery/collection time is not remunerated.

5. Instructions from the RIBE staff as well as location-specific traffic and safety regulations must be followed.

6. The freight carrier's or forwarding agent's staff may only enter the RIBE halls upon request by RIBE staff.

## Section 4: Receipt

1. Upon handover of the consignment from RIBE, the forwarding agent issues an acknowledgement of receipt.

2. As proof of the transport of our goods for export deliveries or deliveries within the European Community, the forwarding agent must issue RIBE a corresponding proof for turnover tax purposes or provide a corresponding acknowledgement of receipt from the goods recipient. The corresponding proof for turnover tax purposes or acknowledgements of receipt for this must be issued based on Sections 4 and 6 of UStG [German turnover tax law] and Sections 9 - 11, 13, 17, 17a-c of

UStDV [German turnover tax implementing ordinance].

## Section 5: Security declaration

The forwarding agent ensures that:

1 The goods stored, transported and delivered by him are stored and loaded at secure business premises and are protected against unauthorised access during storage, loading and transport.

2. The staff employed for storage, loading, transport and takeover of all goods is reliable

3. Business partners who act for the forwarding agent are informed that they must also take measures to secure the entire delivery chain

4. Consignment and dispatch data are kept confidential and not passed on to unauthorised persons

## Section 6: Final provisions

1. The laws of the Federal Republic of Germany applies for these General Terms and Conditions for Forwarding Agents and the contractual relationship between us and the forwarding agent, excluding the UN Sales Convention and Private International Law.

2. The exclusive - also international - competent court of jurisdiction for all disputes arising from this contractual relationship is our registered office in Schwabach, Germany. However, RIBE is also entitled to take legal action at the place of performance of the supply obligation in accordance with these General Terms and Conditions for Forwarding Agents or a prioritised individual agreement or at the forwarding agent's place of general jurisdiction. Priority statutory provisions, in particular regarding exclusive competences, remain unaffected.

3. Should any provision be or become ineffective or unenforceable in total or in-part, this will not affect the validity of the remaining provisions. This also applies if and to the extent which a gap becomes apparent in this contract. In place of the invalid or unenforceable provision or to fill the gap, an appropriate provision should apply which, as far as legally possible, corresponds to the meaning and purpose of the invalid or unenforceable provision or the presumed intention of the parties, if they had considered this item.

4. These provisions are drawn up in German and English; in case of variances, the German version will take precedence.