

ABLAG 01087863482024-10-04-09.46.28.267000LWST2622 NUFOTGC GD110RGP 350594125

Rechtsform: Kommanditgesellschaft, Bremen HRA 21928, USt-IdNr.: DE 812773878, Geschäftsleitung Kühne + Nagel (AG & Co.) KG; Tobias Jerschke (Vors.), Simon Bitter, Lars-Olaf Grün, Martin Brinkmann, Mathias Knicky, Axel Krichel, Johannes Trimborn, Lars Wedel, Persönlich haftende Gesellschafterin: Kühne & Nagel A.G., Rechtsform: Aktiengesellschaft nach luxemburgischen Recht, HR-Nr.: B 18745, Geschäftsstündes Verwaltungsratsmitglied: Karl Gernandt, Geschäftsleitung Region Europa: Pamela Quinn (Vors.), Philip Brewer, Thierry Heid, Fabian Köhler, Jan-Hendrik Kostergarten, André Schlüter, Heiko Schuhmacher.

Ordering Branch:  
KÜHNE + NAGEL (AG & CO.) KG

KOPERSTR. 2  
DE 90451 NÜRNBERG

GÖNÜL CICEK  
09116413 3280  
09116413234  
goenuel.cicek@kuehne-nagel.com

Transport Order

Date: 07.10.2024 Page: 2 / 3  
KN co/br: 010/054  
Ref-Nr.: DEL3

Remarks

Waypoint Date: 08.10.2024 6:30 - 12:00

CONTITECH LUFTFEDERSYSTEME GMBH  
PHILIPSBORNSTRASSE 1  
DE 30165 HANNOVER  
sum weight: 3239 kg  
sum ldm: 4,80

Type	Pcs./Pack.	Amount Type	Type of Goods	Weight in KG	Ldm	Consignee
Unloading	22055801	3 LU	FOLIE	3.239	4,80	
	22056107	4 LU	FOLIE			
	22056108	1 LU	FOLIE			

Remarks

Bank: Deutsche Bank AG, Frankfurt/M  
BLZ: 500 700 10 Konto-Nr. 31 31 331  
IBAN: DE03 5007 0010 0313 1331 00  
BIC DEUTDEFFXXX

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### Contractual basis

The transport contract between the named carrier/ transport company (hereinafter referred to as "TU") and the customer Kühne + Nagel (AG & Co.) KG (hereinafter referred to as "AG") shall be governed exclusively by the following terms and conditions. Any terms and conditions to the contrary shall not apply, even if they only contain supplementary provisions to these Terms and Conditions. Additions, deviations, exceptions or other changes to these terms and conditions may be proposed by the TU, however, acceptance shall always require the express written consent of the AG. For clarification: To the extent of their applicability, mandatory statutory provisions or local laws and official orders shall always prevail. The commissioning of the TU is expressly made to the exclusion of all general terms and conditions of the TU, the ADisp as well as the VBGL. The rights and obligations arising from this contractual relationship shall be governed in particular in their respective valid version:

- the provisions of the German Commercial Code (HGB) for national road transport with the following deviation: The maximum liability for damage to goods (damage and loss) is 40 special drawing rights per kilogram
- the provisions of the Convention on the Contract for International Carriage by Road (CMR) for international road transport
- comply with and monitor compliance with the obligations and prohibitions of the German "Act on Corporate Due Diligence in Supply Chains", internally but also with subcontractors engaged by the TU. In particular, this involves compliance with human rights (ban on forced or child labor, prostitution, withholding wages, disregard for occupational safety or freedom of association, unequal treatment under labor law, etc.) and avoiding environmental risks (contamination of water, soil or air, production or use of mercury or the export or import of hazardous waste).

The AG's liability from §§ 414, 455, 468 and 488 HGB is limited to EUR 200,000 per damage event, as well as 8.33 special drawing rights per kg gross. The above limitation of liability does not apply to personal injury, i.e. injury to life, body or health, or if the damage was caused by intent or gross negligence on the part of the AG or his vicarious agents or by breach of essential contractual obligations, whereby claims for compensation are limited in the latter case to the foreseeable, typical damage.

The TU confirms to handle or store goods only at secured access, suitable locations, to protect them from unauthorized access and to use only reliable personnel.

The TU is only permitted to have the transport services - to the same extent - from this contract carried out in whole or in part by third parties (subcontractors), without this changing his contractual obligations, if express permission for this has been obtained from Kuehne + Nagel in text form. Placing our transport orders on different freight exchanges is strictly prohibited.

The parking of loaded transport containers and units before, during and at the end of the transport route is only permitted in guarded or secured parking lots, company premises or freight forwarding facilities. The TU undertakes to inform the AG immediately of any threat to the proper execution of the transport order. The TU is responsible for safe loading and has to ensure it. In particular, the TU shall ensure proper load securing in accordance with VDI 2700 ff and/or the CTU packing guidelines A ban on reloading and manipulation applies.

The parties are obligated to treat as confidential all information of which they become aware during the performance of the transport contract and which is not publicly accessible. The information may exclusively be used for the purpose of providing the service. The parties shall impose this confidentiality obligation on other legal entities which they use in the performance of their transport contract obligations. Customer protection is considered as agreed.

Demurrage charges require a separate agreement. Instructions from third parties are to be followed only after prior confirmation by the customer. The order shall be deemed accepted in unchanged form as soon as it has been confirmed in text form or the vehicle has been provided as agreed. The TU shall provide the AG with a delivery receipt (POD) acknowledged by the consignee within 24 hours after delivery. The proof of delivery (POD) is an essential prerequisite for freight reimbursement to the TU.

**The goods are the property of third parties. All rights of lien and retention of the TU are therefore excluded.**

**German law applies and the place of jurisdiction is Hamburg.**

**Terms of payment :** Kuehne+Nagel (AG & Co.) KG works exclusively on the credit note procedure. The TU receives a credit note for the agreed freight price (all-in). Surcharges and special costs require prior agreement. The freight credit note will be issued after submission of all delivery and packaging exchange documents. The CMR bill of lading/ POD/ proof of delivery signed by the recipient must be uploaded immediately so that a proper credit note can be issued. Accordingly, freight invoices from the TU will not be accepted. Unless otherwise agreed, the term of payment is 60 days after the credit date.

**Transport of food and animal feed:** Damage caused by contamination of the goods during handling or transport must be excluded and the loading area must be swept clean. Foreign odors must not affect the goods.

**Transport to or from third countries:** In Non-EU countries, 24 hours for loading/export customs clearance and 48 hours for unloading/import customs clearance are deemed free of charge.

**Dangerous goods:** If dangerous goods are loaded, it must be ensured that only ADR-trained drivers and vehicles with the correct ADR equipment in compliance with regulations are used. A valid ADR certificate and a photo ID must be carried and presented on request. Unless expressly agreed otherwise (see information on loading and unloading points), transport documents shall be handed over to the driver by the shipper at the loading point. Transporting dangerous goods without carrying the transport document is strictly prohibited.

**Securing of loads and ban on reloading:** Securing of cargo in accordance with the requirements of the goods and acceptance of the number of items are deemed to have been agreed. Box bodies are to be secured with state-of-the-art bolt and locking systems. Reloading and passing on the transport contract to third parties are only permitted with TU's written consent.

**Exchange of re-useable pallets and boxes:** Exchange of Euro pallets and lattice boxes is considered agreed. In the case of a double exchange at the loading and unloading point using the TU's own means of exchange, the TU has to provide the number, type and quality of the exchanged pallets/lattice boxes duly acknowledged by the sender/recipient. In the case of exchange at the unloading point without using their own Euro pallets and lattice boxes, the TU has the number, type and quality of the exchanged pallets acknowledged by the sender/recipient. Empty Euro pallets and lattice boxes that are not returned as agreed will be charged to the TU at EUR 7.50 per Euro pallet and EUR 110.00 per lattice box. A pallet credit from the consignee will only be accepted after consultation with the AG. The fee for pallet handling (exchange fee) is included in the freight price. The documentation on the exchange processes must be submitted to the AG within 5 days of delivery, along with the delivery receipt. . In addition, it should be noted that a credit for loading equipment can only be collected physically. Financial compensation and payment will not be granted.

**Please note :** Pallet vouchers (e.g. from DPL, PAKI, and others) must be submitted to the ordering AG's branch in addition to the digitized document process in the ORIGINAL, stating the KN Order Ref., so that a proper invoice verification can take place. Pallets are always handed over to the partner, stated in the KN Order Ref. This must be recorded on the pallet slip. For deliveries to an Amazon warehouse, the driver must not sign a waiver.

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**Kuehne + Nagel (AG & Co.) KG**