

**BIKAR METALLE GmbH
Industriestraße 3 – 17
57319 Bad Berleburg-Raumland**

Effective from: September 2025

1.) Scope

1.1.) We work exclusively on the basis of these General Terms and Conditions (GTC).

1.2.) Deviating agreements or deviating GTC of the contractor shall only apply if they have been agreed in writing in individual cases. This shall also apply if we do not expressly object to conflicting GTC.

2.) Placing of orders

(2.1.) Orders are only bindingly placed by us by sending a transport order by email. Unless the contractor disagrees immediately (within 2 hours during normal business hours), the content of the transport order becomes binding.

(2.2.) Invoices must be sent exclusively to the specified email address (incoming-invoices@bikar.com). Invoices sent to other addresses cannot be processed.

(2.3.) Details of the services to be provided are set out in the transport orders, the transport documents, and our order-related instructions.

(2.4.) Transport services must be provided by the contractor itself. The use of subcontractors for individual transport orders requires our express prior consent. If subcontractors are commissioned on the basis of our consent, they must also comply with these provisions.

3.) Execution of transport

(3.1.) The contractor shall use a sufficient number of trucks with sufficient loading capacity to fulfill its obligations under the respective transport order. The contractor shall be responsible for loading and unloading the goods, ensuring adequate surveillance, and securing them against damage during transport.

(3.2.) The contractor shall be obliged to carry out inspections. It shall check the goods for completeness and identity, as well as for externally visible damage and integrity, and shall document any irregularities.

(3.3.) The contractor must ensure that the vehicles used are accessible at all times during transport via an existing mobile phone network.

(3.4.) The contractor must employ reliable, professionally trained drivers with valid driving licenses and sufficient driving experience.

(3.5.) The contractor shall ensure that the vehicles used by it are suitable and properly equipped for the delivery of the goods

intended for transport. The vehicles, containers, trailers, and additional equipment provided by the contractor must be in perfect technical condition and comply with legal and official regulations, as well as any special requirements specified in the transport order for the goods to be loaded.

(3.6.) Prior to transport, the contractor must check the road safety and completeness of the vehicle's equipment. The equipment/load securing devices specified or agreed in the transport order must be carried until the end of the transport.

(3.7.) The loading and unloading dates specified in the transport order are legally binding. If the vehicle arrives too early or outside the recipient's working hours, unloading may only take place if the recipient agrees to this.

(3.8.) No demurrage will be paid for waiting times at the loading and unloading points.

(3.9.) The contractor is responsible for securing the load. They must ensure that the vehicles are equipped with approved load securing devices/measures in accordance with regulations and that any additional instructions in the transport order are followed. The load must be secured immediately after completion of the loading process and after each partial unloading by the driver of the vehicle used. The contractor shall indemnify us against any third-party claims in the event of a breach of any of the above obligations.

(3.10.) Loading aids (such as Euro pallets and Euro mesh boxes) must be exchanged with the recipient for the same type, quality, and quantity for each transport order and returned by the contractor. If the contractor has not returned the loading aids within 10 working days of completing the transport order, we shall be entitled to charge the contractor for the non-returned loading aids at market prices.

4.) Compliance with legal regulations, security in the supply chain

(4.1.) The contractor shall ensure that its company, the vehicles it uses, and the driving personnel it employs meet all legal requirements necessary for the execution of the transport orders placed. The contractor must comply with driving and rest times, familiarize itself with the contents of accident reports, and carry these in the prescribed locations in the vehicle.

(4.2.) The contractor shall in particular ensure that – if necessary for the specific transport order –

(4.2.1.) the driving personnel have the necessary permits and authorizations for the transport in accordance with Sections 3 and 6 of the German Road Haulage Act (GüKG) (permit, Community license, third-country permit, and/or CEMT permit) and that the legally required documents are carried during the journey;

(4.2.2.) the driving personnel carry a journey logbook in accordance with Art. 5 of the CEMT Directive during the journey;

(4.2.3.) foreign drivers from third countries (non-EU/EEA countries) and subcontractors from an EU/EEA country are employed exclusively with the required driving license or only

with the required work permit, and that the driving personnel carry the required documents (work permit or negative certificate) in the original and, if necessary, with an officially certified translation in German during the journey;

(4.2.4.) only drivers who have a valid driver's license and a valid passport or identity card, which are carried by the driving personnel, are employed;

(4.2.5.) consignment notes and loading documents are available at departure and are carried during the journey;

(4.2.6.) only vehicles for which the necessary registration is available are used.

(4.3.) The contractor shall ensure that it and its subcontractors comply with all obligations incumbent upon them under the relevant minimum wage laws (for Germany: MiLoG) – including for transit or cabotage journeys in the respective country. The contractor shall indemnify us against all claims by third parties asserted against us due to a violation of the respective minimum wage law by the contractor or its vicarious agents. Third parties within the meaning of the above provision are, in particular, the employees of the contractor or a subcontractor. The contractor's indemnification obligation shall also apply to all sanctions, fines, or other measures or claims asserted against us by authorities or other organizations due to any violations of the respective minimum wage law by the contractor or a subcontractor, as well as to all costs incurred in connection with legal prosecution and defense.

(4.4.) The contractor must ensure compliance with the relevant anti-terrorism, embargo, and cabotage regulations and fulfill the obligations arising therefrom.

5.) Instructions and information

(5.1.) The contractor undertakes to follow our order-related instructions regarding the transport of the goods at all times, which are necessary for the specific implementation of the respective transport orders. In particular, the contractor shall follow the information and instructions provided by us regarding loading and unloading dates.

(5.2.) The contractor undertakes to inform us immediately of all circumstances relevant to the fulfillment of the transport order, in particular of any obstacles to transport and delivery, such as breakdowns, accidents, or delays during transport. If such transport obstacles occur, the contractor is obliged to inform us immediately and to obtain appropriate instructions.

(5.3.) In the event of damage, the contractor shall immediately report any recognizable damage and loss of the transported goods to us and obtain instructions.

(5.4.) The contractor is also obliged to inform us of any complaints by the recipient regarding the delivered goods and shall ensure that the recipient notes his complaints in writing on the freight documents upon receipt.

6.) Transport and accompanying documents

(6.1.) Transport and accompanying documents, in particular

bills of lading, commercial invoices, packing/loading lists, and customs documents or their contents, may not be made accessible to or handed over to third parties, except for official or other legally required inspections.

(6.2.) Unless otherwise instructed in writing, the goods may only be handed over against a receipt. This means that the contractor must ensure that the recipient acknowledges receipt of the goods on the consignment note with the company stamp, signature, and date, as well as the unloading time.

(6.3.) The contractor is aware that customers can only be invoiced if the signed delivery notes/waybills/transport documents are handed over or sent immediately. The contractor therefore undertakes to hand over or digitally transmit all transport documentation to us within 24 hours of the respective transport being carried out at the latest. The decisive factor for timely delivery is the time of receipt of the complete documents by us. If the contractor fails to meet this obligation within the specified period, a contractual penalty of 5% of the agreed freight for the respective transport shall be payable for each individual case of non-compliance, without prejudice to all other rights.

7.) Remuneration

(7.1.) Freight payment shall be made 30 days minus 3% discount or 45 days minus 2% discount or 60 days net after receipt of all necessary transport documents (delivery notes/waybills/transport records).

(7.2.) Payment of the agreed remuneration shall cover all expenses incurred by the contractor, in particular the road usage fees incurred and all regular services provided by the contractor in connection with the transport, in particular loading and unloading.

8.) Liability of the contractor

(8.1.) In cross-border transport, the liability provisions of the CMR shall apply.

(8.2.) Notwithstanding the provisions of the German Commercial Code (HGB) governing freight business, the following shall be deemed agreed for domestic German transport: The compensation to be paid for loss or damage to the goods shall be agreed at 40 units of account (Special Drawing Rights of the International Monetary Fund – SDR) for each kilogram of the gross weight of the consignment, in deviation from § 431 para. 1 and para. 2 HGB. The provision in this clause 2 deviates from the amount of 8.33 SDR provided for in Section 431 para. 1 HGB. Any higher liability on the part of the contractor remains unaffected, see in particular Section 435 HGB.

(8.3.) The contractor shall be liable for all damage caused by him, his driving personnel or the vehicles he uses. The contractor shall also be liable for the actions of the subcontractors he commissions and his other vicarious agents.

9.) Insurance

(9.1.) The contractor undertakes to take out adequate insurance to cover the liability risk arising for him from this contract and to maintain the insurance contracts for the duration of the coope-

ration. If the insurance cover ends (cancellation, termination by the insurer or contractor, expiry, exhaustion of annual maximum sums, etc.), the contractor is obliged to inform us immediately in writing.

(9.2.) The contractor shall ensure that any adverse effects on the existing insurance coverage are avoided. This applies in particular to the obligations of the contractor before and after a claim.

(9.3.) The contractor is obliged to provide the following coverage in particular:

(9.3.1.) Traffic liability insurance with standard market conditions and coverage amounts that, in addition to the statutory minimum liability under § 7a GüKG, also covers the maximum liability under the German Commercial Code (HGB) of up to 40 SDR/kg and liability under CMR, including Art. 29 CMR. If compensation for qualified negligence has been agreed, the insurance benefit must amount to at least €1 million per claim;

(9.3.2.) Motor vehicle liability insurance with minimum coverage of €50 million for property damage and €7.5 million for personal injury, in each case per claim;

(9.3.3.) Business liability insurance with a minimum coverage of €2.5 million flat rate for personal injury, property damage, and co-insured financial losses, as well as €100,000 for processing and activity losses, in each case per claim.

The aforementioned (minimum) coverage amounts do not limit the contractor's statutory or contractual liability.

10.) Customer protection

(10.1.) The contractor is obligated to protect our customers. Customer protection refers to the transports provided within the scope of the business relationship, in particular the specific relationships. During the current business relationship and for a period of six months after its termination, the contractor may not, either directly or indirectly through third parties, provide the services that it provides/has provided on our behalf for the respective customer to the customers notified by us for whom the transports are/were provided.

(10.2.) For each case of violation of the obligations specified in the above clause 1, the contractor shall pay us an appropriate contractual penalty, which shall be determined by us at our reasonable discretion and whose amount shall be reviewed by the competent court in the event of a dispute. Each renewed violation shall trigger the contractual penalty separately. We reserve the right to assert further claims for damages.

11.) Lien, retention/offsetting, transfer of rights and obligations

(11.1.) The contractor waives the exercise of liens on the goods transported on our behalf.

(11.2.) Offsetting or retention against claims by us arising from the transport orders and related non-contractual claims is only permissible if the counterclaim is due, undisputed, ready for decision, or has been legally established.

(11.3.) The contractor's rights and obligations under this contract are not transferable without our prior written consent. Section 354a of the German Commercial Code (HGB) remains unaffected.

12.) Confidentiality

(12.1.) The contractor is obliged to treat all information that becomes known to it during the execution of the transports and that is not publicly accessible as confidential. The information may only be used for the purpose of providing services.

(12.2.) The contractor shall impose this confidentiality obligation on other legal entities that it uses in the performance of its obligations.

13.) Final provisions

(13.1.) The applicable law is the law of the Federal Republic of Germany, unless mandatory statutory provisions dictate otherwise. German law shall also apply insofar as mandatory CMR provisions refer to national law.

(13.2.) Bad Berleburg shall be the exclusive place of jurisdiction for all disputes. The registered office of the BIKAR-company shall be the exclusive place of jurisdiction for all disputes.

14.) Precedence of the German version

The wording of the German version takes precedence over the English version.

Bad Berleburg, September 2025