

Terms and conditions for contracting of transportation services (BVTL-D)

Stand 01.06.2024

1. Scope of application of the BVTL-D, other conditions

(1) The following terms and conditions for the contracting of transport services (BVTL-D) shall apply to the freight and forwarding contracts for road transports concluded with thyssenkrupp Steel Europe AG ("tkSE") in the area of distribution logistics (hereinafter referred to as "Transport Contract").

(2) Deviating terms and conditions of the contractor ("AN") shall not be recognized by tkSE unless tkSE expressly agrees to their validity in writing.

2. Conclusion and amendment of transport contracts

(1) tkSE assigns transports in the area of distribution logistics exclusively via the Transporeon GmbH platform. Therefore, the use of this platform is obligatory within the scope of the cooperation with tkSE, which is associated with corresponding fees in accordance with the contract to be concluded between Transporeon GmbH and the contractor.

(2) Transport contracts shall only be effective if they are concluded in writing, unless they are commissioned directly via Transporeon. The written form requirement is satisfied by telecommunication (e-mail) or agreement by electronic declaration (e-mail).

(3) Amendments and supplements to transportation contracts shall be executed at the same prices unless there is a significant change in the scope of the order. If there is a significant change in the scope of the order, a new transportation contract must be concluded. Price increases require our prior written consent.

(4) An offer submitted via Transporeon for the conclusion of a transportation contract can only be withdrawn within the specified offer period, at the end of which the offer becomes binding. If a transportation contract concluded through our transportation assignment is cancelled, we reserve the right to charge a cancellation fee of 30% of the originally agreed freight price. The contractor reserves the right to prove that tkSE has not incurred any damage or only a significantly lower damage than the above cancellation fee.

3. Transfer of contractual obligations to third parties

(1) The transfer of contractual obligations to third parties (executing carriers) shall require prior written consent. If consent is granted, the contractor shall nevertheless remain fully responsible for the fulfillment of the contract.

(2) Freight forwarding activities in the area of distribution logistics shall remain unaffected by this, insofar as agreed in the transportation contract.

4. Obligations regarding collective bargaining and minimum wage

(1) The contractor undertakes to comply with the provisions of the German Minimum Wage Act (MiLoG) with regard to its own employees and to impose this obligation on any subcontractors / lenders accordingly. This means in particular the payment of the minimum wage in the respective statutory amount and compliance with the required documentation obligations. The contractor undertakes not to circumvent the statutory minimum wage regulations.

(2) Where applicable, the contractor undertakes to comply with the provisions of the German Posted Workers Act (AEntG) with regard to its own employees and to impose this obligation accordingly on any subcontractors / lenders. This means in particular compliance with the general working conditions within the meaning of §2 AEntG and the collectively agreed working conditions pursuant to §3 AEntG. The contractor undertakes not to circumvent the regulations.

(3) The contractor shall indemnify the client in full against all claims by third parties and liabilities to third parties incurred by the client as a result of a breach of the aforementioned statutory

provisions on the part of the contractor or its subcontractors / lenders. The Client may, at its own discretion, alternatively demand payment of a corresponding sum of money.

(4) At the client's request, the contractor shall be obliged to provide immediate written evidence of compliance with the MiLoG and the AEntG, including by any subcontractors / lenders.

(5) In addition to other reasons which lead to a right to terminate the contract by the principal, the occurrence of one or more of the following events shall be deemed good cause for the principal to terminate the contract without observing a notice period or as a reason for an immediate withdrawal from the contract which does not entitle the contractor to compensation:

(a) the employees of the contractor or the employees of its subcontractors / lenders are not paid wages in an amount that corresponds at least to the minimum wage pursuant to §1 MiLoG or the regulations applicable under the AEntG, in each case on time and in full, whereby the urgent suspicion based on concrete facts is sufficient, or

(b) claims are asserted against the client by third parties in connection with the payment of the minimum wage to employees of the contractor or to employees of its subcontractors / lenders, in particular pursuant to section §13 MiLoG in conjunction with section §14 AEntG or section §14 AEntG. The contractor shall be entitled to assert claims against third parties in connection with the payment of the minimum wage to employees of the contractor or employees of its subcontractors / lenders, in particular pursuant to section §13 MiLoG in conjunction with section §14 AEntG or section §14 AEntG, without the contractor being able to provide immediate and reliable proof that the claim was unjustified. The claim by social security institutions or tax authorities shall be deemed between the parties to be justified or

(c) there is evidence or urgent suspicion, based on concrete facts, of a violation by the contractor or its subcontractors / lenders of the Act to Combat Illegal Employment or of significant violations of the Working Hours Act.

5. Payment of freight and other costs, invoicing

(1) Unless otherwise agreed in the transportation contract, payment of the freight shall be made by credit note; invoicing shall be waived. The standard payment term is 60 days.

(2) Further costs, such as demurrage and freight charges, shall be claimed by the contractor for each transport in Transporeon. All documents required for verification, such as GPS logs, receipted consignment notes/delivery bills, weighing slips, must be enclosed with the submission.

(a) Demurrage

The remunerated demurrage is calculated as follows:

- 2 hours loading and unloading-free time in each case
 - From the 3rd hour: € 40.00 per hour or part thereof
 - The calculation of the loading and unloading time begins at the start of the booked loading time slot (if the loading/unloading point requires a time slot booking).
- In the event of non-compliance with the booked loading and/or unloading time window, any claim to demurrage shall lapse.
- If the demurrage time is > 4 hours, it is mandatory to contact tkSE.
 - If the necessary load securing equipment is not carried in accordance with the order, the vehicle is not suitable for transporting the goods or loading cannot take place due to a lack of PPE, there is no entitlement to demurrage or freight (b).
 - No liability is assumed for subsequent loads due to waiting times.

(b) Faut freight

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The freight charges paid shall be based on the demonstrable expenses incurred by the carrier, limited to a maximum of 2/3 of the originally agreed freight:

Truck on site = 1/3 of the agreed freight + expenses (travel and/or standing time)

Truck not on site = 1/3 of the agreed freight

If the transport contract is terminated by tkSE with a lead time of at least 24 hours, there is no entitlement to freight.

Condition: The failure must be reported to tkSE so that the possibility of alternative transportation can be checked.

6. Place of fulfillment

The place of fulfillment for the contractor's services is the receiving / shipping point designated by tkSE. The place of payment is Duisburg.

7. Behavior on the factory premises / occupational safety

(1) In addition to the general statutory and trade association regulations on occupational safety, the contractor must observe tkSE's special instructions on behavior on the factory premises.

(2) The contractor must ensure that the workers deployed by him wear the personal protective equipment required for the intended purpose, but at least the following personal protective equipment (PPE):

- Hard hat,
- Protective suit (jacket and trousers, overalls; at least body-covering, tight-fitting, sturdy clothing)
- high-visibility vest
- gloves
- safety shoes
- protective goggles

Which further company-specific and activity-related PPE or regulations are required or exist (e.g. wearing protective goggles) must be agreed with the respective plant/department management or can be found in local information. In the event of non-compliance with the safety regulations, we reserve the right not to start or interrupt product loading and to continue only after compliance!

(3) The road traffic regulations apply on the factory premises. Instructions of the plant safety / plant fire department and the occupational safety department of tkSE, which relate to the safety and ease of traffic on the plant premises, must be followed.

(4) The delivery of material must be made to the contractually agreed receiving point via the responsible incoming goods department. In the case of vehicles with a permissible total weight of more than 3.5 tons, the actual total weight must be determined on the factory scales before each entry or exit.

(5) Accidents involving personal injury or damage to property as well as environmentally relevant incidents (e.g. leakage of oil, acids, alkalis, increased dust, smoke or noise) must be reported immediately by the contractor to the plant and plant safety. In the event of accidents involving personal injury, occupational safety must also be informed.

(6) It is strictly forbidden to discharge paint, oil, fuel, cold grease remover or other substances hazardous to water and soil into street inlets, sewers or other drains or to pour them onto the ground. Costs and damage caused by the contractor due to soil, water or other contamination shall be borne by the contractor.

8. Use of suitable manpower and resources

(1) Possession of the required license and deployment of sufficiently qualified personnel:

(a) The contractor warrants that it holds a permit to engage in commercial road haulage in accordance with the relevant European and national regulations, if required, and that it is authorized to deploy the driving personnel used for the transport. If the contractor has its registered office in the Federal Republic of Germany, it confirms in particular that it complies with the provisions of Sections §§3, 6 and 7b of the German Road Haulage Act (GüKG).

(b) The contractor assures that it will only use personnel who have been adequately trained in load securing.

(c) The Contractor shall ensure that only such personnel are deployed who are adequately trained in load securing.

(d) The contractor undertakes to include the obligations described above in the freight contract with performing carriers and to monitor compliance with these regulations by the performing carriers. The contractor must inform tkSE immediately if the above requirements are not met in whole or in part.

(e) Children and adolescents under the age of 16 are not permitted on the factory premises. Accommodation - even temporary - at the factory gates is not possible.

(2) Use of suitable work equipment:

(a) The contractor is obliged to use suitable work equipment. The Contractor shall select the best possible means of transport and load securing in accordance with the type and nature of the goods to be transported. When using lashing equipment (chains, belts, ropes) as load securing equipment, the contractor must also use suitable edge protection if damage to the load by the lashing equipment is to be expected or if the lashing equipment is passed over a sharp edge of the load. The contractor must provide suitable load securing equipment (including anti-slip material) on the means of transport used. All means of transportation and lifting gear must be equipped with the legally required type plate and a distinctive identification mark.

(b) The contractor is responsible for ensuring that the means of transportation is only used within the scope of the permissible total weight. Any necessary special permits must be carried.

(c) The contractor is responsible for ensuring that there are no additional loads on the vehicle that could affect the quality of the transported goods. This includes, in particular, toxic, moisture-releasing, natural or artificial radioactivity-emitting or polluting/damaging substances/goods. tkSE reserves the right to exclude the carriage of additional cargo during the respective transport.

9. Loading points / Time Slot Management Zeitfenstermanagement

(1) If the loading point is operated with a time slot management system, any claim to demurrage shall lapse in the event of non-compliance with the loading point control specifications.

(2) In the event of significant or repeated non-compliance with the respective loading point control specifications, tkSE is entitled to exclude the contractor from the contract award.

(3) In the event of non-compliance with the booked time slots, tkSE is entitled to charge a lump sum of EUR 75 (plus VAT) for each time slot not complied with. The contractor reserves the right to prove that tkSE has not incurred any damage or only a significantly lower damage than the above lump sum."

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10. Transport execution

(1) The transportation of the ordered materials must be carried out without intermediate storage or reloading. Exceptions to this require the prior written consent of tkSE.

(2) During transportation, the contractor shall provide information on the transport status or alternatively information on the GPS location of the means of transport / transported goods electronically via the Transporeon platform.

(3) The contractor expressly agrees to the use and processing of the information provided by tkSE or authorized third parties. In addition, the contractor authorizes tkSE to pass on the information provided to third parties if necessary.

11. Delivery deadlines and obstacles

(1) Transportation shall be carried out without delay within the agreed delivery period, including any interim and final deadlines. The shortest possible dwell time of the transported goods on the means of transportation shall be taken into account. However, the Contractor shall comply with the European and national regulations on compliance with driving times, breaks in the journey and rest periods.

(2) In the event of obstacles to transportation or delivery, the contractor must immediately obtain instructions from tkSE. Furthermore, the contractor must avert transport irregularities due to the failure of means of transport and weather conditions as far as possible. In the event of an obstacle to transportation or delivery for which the contractor is responsible, tkSE is entitled to procure a replacement means of transport at the contractor's expense. Salvage costs with regard to the transported goods and other expenses to mitigate the damage that has occurred or threatens to occur as a result of the transport or delivery obstacle, as well as costs incurred in the context of the damage assessment, shall be borne by the contractor.

12. Exclusion from the freight contract / termination of the cooperation

(1) tkSE is entitled to temporarily or permanently exclude a service provider from freight allocation in its entirety or with regard to individual types of allocation (e.g. spot market) at any time or to terminate the cooperation. TKSE reserves the right to exclude such use or terminate the cooperation in particular in the event of a breach of the provisions of this BVTL-D or in the event of complaints in connection with the performance of the transportation service. Such a complaint is given, among other things, if the service provider

- does not carry out the transportation, does not carry it out on time or does not carry it out properly,
- load securing equipment is not carried or used, or is not carried or used to the required extent or in the proper condition, or
- the certificates and documents required by law or under the contract are not carried or not carried in the proper condition.

(2) As a rule, after the third complaint, or earlier in the case of a serious complaint, the service provider shall be excluded from parts or the entire freight assignment. If the exclusion was due to a complaint other than a serious one, the service provider may be allowed to use the marketplace again after two months, provided that it can prove or credibly demonstrate measures to improve the situation that led to the exclusion. In the event of a serious complaint, tkSE is also entitled to delete the registration with immediate effect.

The service provider will be informed of the exclusion of use or the termination of the cooperation by tkSE by e-mail.

13. Liability/Insurance

(1) The contractor shall be liable in domestic German freight traffic in accordance with the provisions on the freight business of

§§407 et seq. HGB (German Commercial Code), in cross-border freight traffic in accordance with the provisions of the CMR.

(2) The contractor shall take out public liability insurance, goods damage liability insurance and motor vehicle liability insurance for the vehicles used by it, which at least meets the requirements of the country in which the liability insurance is taken out. For liability insurance policies taken out in accordance with German law, the sum insured must amount to a lump sum of EUR 100 million for personal injury, property damage and financial loss, up to a maximum of EUR 8 million per person in the event of personal injury. If vehicles are used for passenger transportation, passenger accident insurance must be taken out in a sufficient amount, at least per seat in the event of a) death EUR 12,500 and b) disability EUR 25,000.

13. Statute of limitations

All reciprocal claims arising from transportation shall become time-barred after one year, in cross-border freight traffic in accordance with the provisions of the CMR.

14. Secrecy

(1) The contractor and tkSE undertake to treat all information of the other party that becomes known to them in connection with the execution of this contract as confidential and not to use this information for their own economic or commercial purposes or to pass it on to third parties, except to fulfill their obligations under this contract. Employees of affiliated companies within the meaning of §§15 et seq. AktG are not considered third parties.

(2) The obligation to maintain confidentiality shall not apply if the information was already known to the other party prior to the transfer or if it is publicly accessible or becomes publicly accessible through no fault of the other party.

(3) The obligation to maintain confidentiality shall end two years after the termination of the transportation contract.

15. Final provisions

(1) The use of the thyssenkrupp word or figurative mark or the mention of the business relationship with tkSE or another Group company, in particular for advertising purposes, requires express written consent.

(2) These terms and conditions shall remain in full force and effect even in the event of the legal invalidity or unenforceability of individual parts.

(3) All legal relationships between tkSE or another group company and the contractor shall be governed by the law of the Federal Republic of Germany and, where applicable, the Convention on the Contract for the International Carriage of Goods by Road (CMR).

(4) The place of jurisdiction for legal disputes arising from the transportation contract is Duisburg or, at our discretion, the general place of jurisdiction of the contractor.