

# Terms of Forwarding

Richard Bergner GROUP

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## 1. Scope of Application

1.1 These terms shall apply to all transport agreements placed by RIBE for all kinds of activities. The latter shall also include logistics services commonly provided by trade forwarders if they are associated with the carriage or storing of goods.

1.2 The relevant applicable German Forwarders' Standard Terms and Conditions (ADSp) shall apply as well as the RIBE Terms of Forwarding.

## 2. Instructions, transmission error, contents, special types of goods

2.1 Instructions, directives, declarations and notifications must be made in writing. Oral instructions shall only be effective if confirmed by RIBE in writing.

## 3. Inbound and outbound deliveries (collections)

3.1 Unless otherwise agreed, inbound and outbound deliveries shall be made Mondays through Fridays from 7.00 a.m. until 11.30 a.m. and from 1.00 p.m. until 17.30 p.m.

3.2 Drivers must report to the gate before entering the factory premises.

3.3 Waiting times and loading/standby times shall not be refunded separately if they do not exceed two hours. Waiting times resulting from arrivals before the agreed inbound or outbound delivery times, shall not be reimbursed.

3.4 Instructions given by RIBE personell as well as location-specific traffic and safety regulations must be complied with.

3.5 The personnel of the Carrier or Forwarder may enter the warehouses of RIBE only when requested by RIBE to do so.

## 4. Receipt

4.1 Upon the handing-over of the item of freight by RIBE, the Forwarder shall issue a confirmation of receipt.

4.2 As evidence for the carriage of our goods in the case of export deliveries or intra-Community deliveries, the Forwarder shall provide RIBE with adequate proof for turnover-tax purposes or a suitable confirmation of arrival from the consignee. Adequate proof for turnover-tax purposes or confirmations of arrival must be issued pursuant to §§ 4 and 6 of the Turnover-Tax Law as well as §§ 9 – 11, 13, 17, 17a-c of the Turnover-Tax Implementation Regulation.

## 5. Declaration of security

The Forwarder shall warrant that:

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- the goods to be stored, carried and delivered by him will be stored and loaded tamper- proof on safe premises and safe places of transshipment during storage, loading and carriage;
- the personell entrusted with the storage, loading, carriage and acceptance of all goods will be reliable;
- the business partners acting on behalf of the Forwarder must be informed that they, too, must take measures to ensure trouble-free operation throughout the entire supply chain, and
- the consignment and shipping data will be treated confidentially and not passed on to unauthorized persons.

## **6. Place of performance, place of jurisdiction, applicable law**

6.1 The place of performance and the exclusive place of jurisdiction shall be Schwabach.

6.2 For any orders placed by RIBE German law shall be applicable.