General Terms & Conditions of Purchase

of Prangl Gesellschaft m.b.H. and its affiliated companies

for subcontractors

(for transport and forwarding services)

(Dated: December 2024)

I. Scope of application

1. These General Terms and Conditions of Purchase apply to all orders placed by Prangl Gesellschaft m.b.H. and its affiliated companies (hereinafter "Prangl") with subcontractors (hereinafter "contractors") for the provision of transport and forwarding services, unless otherwise expressly agreed in writing. These General Terms and Conditions of Purchase supplement the conditions specified in the respective order. In the event of a contradiction, the terms and conditions of the respective order take precedence over these General Terms and Conditions of Purchase.
2. The version of these General Terms and Conditions of Purchase current when any contract is concluded can also be downloaded from the Internet at www.prangl.com/terms-and-conditions .
3. In any case, the execution of the order by the contractor implies acceptance of these "General Terms and Conditions of Purchase". A written counter-confirmation with contract components amended by the contractor shall be deemed invalid. Verbal counter-agreements shall not be valid. The contractor shall confirm acceptance of these General Terms and Conditions of Purchase again at the latest upon acceptance of the transported goods for transport at the loading point.
4. Any contrary General Terms and Conditions of the contractor shall not form part of a contract, even if they are presented to Prangl prior to commencement of the business relationship and/or are included in orders and/or Prangl has not expressly objected to them. Application of the General Austrian Forwarders' Terms and Conditions (AÖSp) is hereby expressly excluded.

5. These General Terms and Conditions of Purchase shall also apply to any future deliveries by the contractor, even if no special reference is made to them when placing the order, and in particular to orders placed by word of mouth, telephone or telex.
6. It is hereby expressly agreed that the CMR shall apply to all transports, even those outside the scope of application in Art. 1 CMR or Sec. 439a of the Austrian Commercial Code (UGB). The contractor shall always be liable to Prangl as if it had acted on its own behalf. The provisions of Article 34 CMR do not apply.

II. Award of order, cancellation, non-acceptance of freight

1. The order placed by Prangl (transport order) is binding.
2. Orders, order confirmations and delivery schedules must be in writing. This also applies to amendments and supplements.
3. If the order does not contain registration numbers, if these numbers are not correct, or if they change, the contractor shall be obliged to inform Prangl of the correct registration numbers without delay. By doing this, contractor will avoid delays in loading and in processing freight invoices.
4. In the event of cancellation of an order, or should the contractor not accept the cargo or the transport order, Prangl shall be entitled to procure a substitute vehicle and charge the contractor a no-fault contractual penalty amounting to the charge for the substitute vehicle. This shall not affect any other claim for damages.

III. EU mobility package

1. Due to the provisions that came into force with the European Mobility Package (in particular Directive 2020/1057 and Regulation (EU) 2020/1055 and Regulation (EU) 2020/1054), the contractor is subject to further obligations, in particular with regard to

   - Reporting obligations
   - Provision of documents in the vehicle
   - Application of host country wage law
   - Transmission of documents following a corresponding request from the supervisory bodies
   - Use of the standard form of the public interface of the Internal Market Information System (IMI) in accordance with Regulation (EU) no. 1024/2012
   - Market access and cabotage regulations
   - Obligations with regard to driving times and rest periods

2. The contractor warrants that it will comply with all provisions that apply in the EU as a result of the introduction of the European Mobility Package. This also applies to the provisions of the Wage and Social Dumping Prevention Act (LSDBG) and comparable regulations applicable in Europe. Should Prangl be held liable in any way due to breaches by the contractor, the contractor shall indemnify and hold Prangl harmless in full.

IV. General provisions concerning performance of transport services

1. The contractor acknowledges that any information that it receives as part of the order concerning the weight and value of the goods to be transported is, unless otherwise expressly warranted, based on the information provided by the customer, which has not been verified by Prangl and cannot be verified by Prangl on a regular basis in advance. When taking out transport insurance on the basis of this information, it is therefore all the more important to ensure that any claim of underinsurance by the insurer would be excluded.
2. As a general rule, the contractor is obliged, unless otherwise expressly agreed, to obtain all the permits required for the transport. For each transport, the contractor must ensure in advance that the necessary permits have been obtained and/or that customs formalities (of any kind whatsoever) have been completed (e.g. transit procedures), and that the transport can proceed without hindrance.
3. In the event of unforeseen transport delays, transport damage or loss of goods in transit, the contractor must inform Prangl by telephone and in writing without delay. The contractor shall indemnify Prangl for and hold it harmless against any resulting losses.
4. In the event of any hindrance at the loading or unloading site, or of any delay in acceptance or loading, the contractor must immediately seek instructions from Prangl. Prangl shall be notified immediately in the event of any delays and/or hindrances of any kind whatsoever.
5. As a general rule, the contractor is liable to Prangl for all losses culpably caused by itself or its agents. This applies not only to material damage, but also to any pecuniary loss (including any third-party penalties), insofar as Prangl itself is responsible for such damage. Any limitation of the contractor's liability in the event of slight negligence, as well as the sum insured, must be expressly agreed with Prangl in each case. A limitation of liability provided for in the contractor's general terms and conditions shall under no circumstances constitute such an express agreement.
6. In all other respects, the relevant statutory provisions shall apply to freight contracts, in particular those of Sec. 425 ff. UGB and the CMR.

V. Duty of care

1. The contractor must ensure that the vehicle used is in perfect condition and complies with current technical standards. In particular, the vehicle used must be preventively maintained and regularly inspected. Only vehicles, trailers, semitrailers, swap bodies/containers, cranes, technical apparatus and other equipment that are in perfect condition and are suitable for the purposes of the relevant order may be used. The vehicle assigned to the ordered transport must, unless otherwise agreed in the transport order, comply with the requirements of the CMR. Damage to tarpaulins and superstructures, condensation in the freight compartment, cargo areas not swept clean and similar problems may result in the rejection of vehicles at loading sites as well as demands for costs and damages. The freight compartment must cleaned in order to ensure that there is no deterioration of the freight.
2. The provisions of the ADR, Austrian Road Traffic Regulations (StVO) and Austrian Motor Vehicle Act (KFG) must be fully complied with.
3. The maximum permitted total weight of the lorry or the total weight allowed under a permit for a special transport must not be exceeded. The contractor must ensure that the highest permitted axle loads are not exceeded and that the load is properly distributed over the cargo area.
4. In the event of any breach of the above provisions, Prangl reserves the right to have the vehicle made ready by the loading agent at the contractor's expense. If this is not possible, Prangl reserves the right to procure a substitute vehicle and charge the contractor a contractual penalty amounting to the charge for the substitute vehicle. This contractual penalty is not reducible by a court and shall apply on a no-fault basis. This shall not affect any other claim for damages. In any case, a processing fee of € 75,- shall be charged to cover these expenses.

VI. Loading and unloading, load securing

1. The contractor is obliged to carry out the loading and unloading. The contractor must ensure that the load is properly stowed and secured for transport, and that it complies with statutory regulations. In particular, the contractor is obliged to ensure road safety, transport safety and operational safety during transport and load securing. Care must be taken to ensure that the cargo is not damaged when the load is secured. Suitable steps must therefore be taken to protect the cargo. The contractor bears sole responsibility for securing loads as well as for checking that cargo is correctly packaged, loaded and secured, even in the event that the goods have been loaded by Prangl or its employees, the sender or a third party. The contractor must check whether potential damage to any unpackaged goods could be avoided by covering them with a tarpaulin or by other means. In case of doubt, instructions must be sought from Prangl.
2. The contractor must identify all potential causes of damage before the transport, and in particular check the transport-worthiness of loading/stowage and packaging. Wherever necessary, potential causes of damage must be eliminated or instructions sought from Prangl.
3. On taking receipt of goods, the contractor must check the cargo's quantity, condition and weight. If its quantity or quality is not as specified by Prangl, if there are any defects in packaging or stowing, or if checking is not possible, then loading must immediately stop and must not recommence until Prangl has been consulted and its express instructions have been received.
4. Prangl shall be informed immediately of any discrepancies, and these shall be recorded on the consignment note. The signed forwarder's certificate of receipt is essential proof of the packages received by the driver at the relevant loading site.
5. The goods may be unloaded only at the delivery address stated on the transport order/consignment note. Changes may be made only with Prangl's express approval.
6. If there are discrepancies between the consignment note and the transport order, these must be cleared with Prangl before proceeding with the transport.

VII. Load securing equipment

1. The contractor must carry a sufficient quantity of loading aids (dunnage etc.) and securing aids (lashing chains, lashing straps, cargo bars etc.), or the vehicle shall be considered unsatisfactory. Any loading aids provided by Prangl, the sender or third parties (support apparatus, bars, pallets and other structures for transporting loads, dunnage etc.) must be checked by the contractor in advance. The contractor guarantees that only loading aids etc. that have been checked shall be used.
2. In the event of any breach of the above agreements/instructions, Prangl reserves the right to have the vehicle equipped with suitable loading aids at the contractor's expense. If this is not possible, Prangl reserves the right to use a substitute vehicle and charge the contractor a no-fault contractual penalty amounting to the charge for the substitute vehicle. This shall not affect any other damages. Prangl shall hold the contractor liable for all costs arising as a result of the above.
3. In any case, a processing fee of € 75,- shall be charged to cover these administrative expenses. Ensuring the proper stowage of the freight and securing the load is the responsibility of the contractor without exception, even if the sender has actually carried out the loading themselves.

VIII. Hazardous goods

1. In the case of the transport of hazardous goods, the contractor undertakes to use only drivers who are trained in accordance with ADR and carry a valid ADR certificate. The vehicles must be equipped for the transport of hazardous

goods. In particular, all conceivable requirements with regard to equipment must be met (sewer cover, shovel, broom, fire extinguisher, binding agent, collection container, respiratory protection, etc.). When transporting dangerous goods (ADR), the contractor is also liable for the proper declaration on the freight documents, the correct labelling of the load and for carrying the necessary transport documents as well as the legally compliant labelling of the vehicle. The contractor is obliged to ensure that all dangerous goods regulations, in particular ADR, as well as all national regulations in the countries affected by the transport are complied with. The contractor confirms the existence of a dangerous goods officer in the contractor's company.

IX. Authorisations and transport obstacles

1. For each transport, the contractor must ensure on its own initiative that the transport can be carried out without obstacles and must check in advance whether authorisations must be obtained or customs measures (of any kind whatsoever) etc. must be taken (completion of transit procedures etc.). The contractor must obtain all relevant customs information from Prangl and is liable for proper customs clearance and all associated obligations. The costs incurred by the contractor for customs clearance are already included in the freight price. They are therefore not entitled to compensation for costs incurred during customs clearance (tariffs, fees, etc.). Furthermore, Prangl shall not be liable for damage caused by incorrect information in the customs documents.
2. It is assumed that the contractor has the necessary permits and authorisations for the transport. The same shall apply for all countries travelled through in the course of this contract and their respective regulations. In the event of unforeseen transport delays, transport damage or loss of goods in transit, the contractor must inform Prangl by telephone and in writing without delay. The contractor shall indemnify Prangl for and hold it harmless against any resulting losses. In the event of any hindrance at the loading or unloading site, or of any delay in acceptance or loading, the contractor must immediately seek instructions from Prangl. Prangl shall be notified immediately in the event of any delays and/or hindrances of any kind whatsoever.

X. Heavy duty transportation

1. Heavy-duty transportation is the professional transport or movement (vertically, horizontally or in three dimensions) of bulky goods using transport units that exceed generally allowed axle loads and/or total weights. This also involves special transport aids such as heavy-duty trolleys, transport skates, heavy-duty roller gear, jacks, cushions, hydraulic lift frames and gantries, self-propelled modular transporters (SPMT) etc.
2. Large, heavy items are frequently transported unpackaged and uncovered.
3. The contractor has an obligation to use an appropriate vehicle for each kind of transport. In particular, the contractor must check in advance what kind of vehicle, equipment and apparatus the goods can be transported with and must then use a vehicle and equipment/apparatus suitable for the requirements of the transport. Should the contractor use a vehicle that does not comply with these requirements, the contractor shall be liable for all resulting damage.
4. If the contractor's own dunnage, loading aids, special load transport structures and frames are used for the transport, the contractor shall be responsible for checking their load limits. The contractor must check all loading aids and structures for compliance with relevant regulations and their fitness for use for the purpose of the transport. The contractor shall be liable for all damage resulting from their use.
5. Prangl shall not be liable for damage arising from any incorrect information concerning height, width or weight or any other details of the transport. Height, width and weight are to be checked by the contractor before each and every transport. Before beginning the journey, the contractor must check whether all requirements for approval (of a special or heavy-duty transport) have been complied with. The contractor must coordinate with the escort driver as necessary to ensure that no damage occurs and that all statutory provisions and administrative requirements are complied with. Prangl shall not be liable for any hindrances on the way to or from the loading/unloading site, in particular problems with ground conditions, access route widths or parking spaces. The contractor must obtain information concerning possible access routes, hindrances to access and the suitability of parking space, and seek instructions as necessary. The contractor shall be responsible for any damage arising from a breach of this obligation, in particular damage to land and crops caused by driving on unsuitable ground, and shall, on request, immediately indemnify Prangl and hold it harmless against any resulting liability.
6. Further, the contractor shall be responsible for ensuring that the transport can be properly carried out on the prescribed route and that all vertical and horizontal clearances, curves and load limits on the route can be complied with. The route shall be planned by the contractor. The costs of route planning are already included in the freight charge and therefore the contractor shall have no additional claim for reimbursement for this work.
7. All movement of the goods shall be at the risk of the contractor. The contractor shall be exclusively liable for any damage to the goods arising from loading or unloading during goods movement and for any damage to the means of transport.
8. The contractor shall not be entitled to claim any additional fee, reimbursement or compensation for the performance of the above obligations, even if the usual period for loading or unloading is exceeded. All waiting times/vehicle standing times are already included in the freight price.

XI. Prohibition of cargo transfers, cargo groupage, transfer to subcontractors

1. With any full load, cargo transfers and loading of additional cargo are forbidden without exception. Cargo groupage is also forbidden without exception, unless ordered by Prangl in writing. A subcarrier may not be engaged without express written permission from Prangl.

2. If Prangl does exceptionally allow the use of subcarriers, these must be strictly vetted in advance by the contractor and must have carried out at least five orders for the contractor, proper performance of which shall be verifiable.
3. The transfer of cargo loads to subcontractors who have not previously had any business relationship with the contractor, in particular via freight exchanges, is forbidden without exception.
4. Stacking of the goods (e.g. to create additional cargo space) is expressly forbidden.
5. In the event of a breach of any of these provisions, it is hereby agreed that a no-fault contractual penalty of € 5000,- not reducible by a court, shall be payable. This shall not affect any other claim for damages.
6. Cargo loads may not be transferred to a store/interim storage facility/depot without Prangl's express permission. A penalty amounting to 95 % of the freight charge will be charged for failure to abide by this rule. This shall not affect any other claim for damages.

XII. Duty of surveillance / security measures

1. When accepting the order and taking over the goods to be transported, the contractor undertakes to properly and continuously guard the loaded motor vehicles, trailers and/or semi-trailers whenever they are parked during the period between taking over the load for transport and its delivery. The contractor must ensure that loaded transport vehicles are always properly guarded during parking and are only parked at night, at weekends and on public holidays in a lit and secured car park or on a secured (fenced and adequately guarded) company site. In general, only guarded car parks may be used. A list of guarded car parks can be found at www.iru.org, www.ania.it. The route must be planned in such a way that – provided the prescribed driving and rest times are observed – no breaks, overnight stays or other parking procedures (except for short-term refuelling) in unguarded car parks are necessary. If necessary, the contractor is obliged to reserve guarded parking spaces as a precaution and to allocate the driver accordingly. The isolated parking of loaded trailers/semi-trailers (without a towing vehicle) and the parking of the transport vehicle in an unsecured area is prohibited without exception (even in a guarded car park) and there is usually no insurance cover with conventional insurance companies (!!).

XIII. Loading times, delivery times

1. The contractor must arrive with its vehicle at the loading site at the agreed loading time. If the vehicle is not provided, a contractual penalty in the amount of 80 % of the freight is due, which is not subject to the judicial right of moderation and is independent of the actual damage and of any fault on the part of the contractor. For late arrival at the loading site, a no-fault contractual penalty amounting to the usual local fee for one hour's crane hire, or at least € 300,-/hour, shall be payable. This shall not affect any other claim for damages in either case.
2. Unloading times shall be deemed delivery deadlines in accordance with Art. 19 CMR. Loading and unloading times are absolutely binding. The contractor acknowledges that compliance with delivery deadlines is extremely important for Prangl and that Prangl therefore has a very substantial interest in compliance with these deadlines. In the event of any delay, Prangl shall be informed immediately. Should the contractor fail to comply with this obligation, Prangl shall be entitled to deduct up to 30 % of the freight charge.
3. For delayed delivery, a no-fault contractual penalty of € 100,-/hour shall be payable. This shall not affect any other damages. Further, in the event of any delay in delivery, a processing fee of € 75,- shall be payable.
4. Before accepting the transport order, the contractor must check whether the delivery deadline is feasible. In the event of a change in the loading and/or unloading site, the contractor is obliged to perform the amended transport order. The freight price will be revised upwards by a reasonable amount.

XIV. Duty to report damage

1. The contractor is obliged to report each case of damage to Prangl and to the contractor's own freight forwarder's liability insurer immediately.
2. In the event of damage exceeding the amount of € 2.000,- the contractor shall immediately appoint an insurance assessor or claims agent to assess the damage. The contractor must – in the event of any other claims for damages – seek instructions from Prangl.
3. The contractor is obliged to make available immediately all information that Prangl or its insurer may require for further processing of the claim.

XV. Contractor's business licence

1. The contractor warrants that it is entitled to provide the service it offers to Prangl in accordance with the Austrian Industrial Code (Gewerbeordnung) and all other statutory provisions that may apply. The same shall apply for all countries travelled through in the course of this contract and their respective regulations. When specifically requested to do so in individual cases, the contractor shall be obliged to provide Prangl with evidence of the above.

XVI. Contractor's obligations with regard to its personnel

1. Before carrying out the order, the contractor undertakes to notify Prangl of a contact person who can be contacted for rapid problem solving and provision of information both in the run-up to the service and during its execution. Prangl must be informed in good time if the contact person changes (e.g. replacement during leave periods).

2. The contractor is obliged to choose and oversee its employees and other agents with the care expected of a proper freight carrier.
3. To fulfil its obligations under the contract with Prangl, the contractor undertakes to assign only those employees who have both the necessary professional qualifications and sufficient experience for the relevant assignment. Consumption of alcohol and/or drugs while carrying out the order is strictly forbidden. The employees concerned must have the interpersonal and linguistic skills to coordinate and communicate at the loading/unloading site or place of work with employees of Prangl and other companies on site. If this is not the case, Prangl shall be entitled to demand that the contractor deploy another employee, whereby any additional costs or damages incurred as a result shall be borne by the contractor. This also applies to damages (idle times, penalties, etc.) that occur to third parties and for which Prangl is liable.
4. The contractor confirms that the driving personnel possess a valid international driving licence and a certificate in accordance with Directive 2003/59/EC (EU professional driver training). The driver must be specially trained for all requirements of the transport and carry the necessary certificates with him/her. In particular, the requirements of the ADR and the StVO regarding load securing as well as the regulations concerning safety clothing must be complied with.
5. For safety reasons, the driver must always wear safety shoes, a helmet, long outer clothing and a high-vis vest (unless safety regulations at the loading/unloading site set higher requirements) during all loading and unloading activities. For ADR transports, the driver must carry or wear the required safety equipment.
6. It is Prangl's intention and understanding that the contractor shall provide an independent and clearly delimited (partial) service, to be more specifically defined in the relevant order, successful performance of which is solely the responsibility of the contractor. The contractor remains fully entitled and obliged to give instructions to its employees throughout the entire assignment. Accordingly, the contractor must also ensure that its employees comply with the provisions of labour law (working hours and remuneration, employee protection, etc.). This also takes into account any coordination obligations of the companies involved at the place of use. The contractor must also ensure that the special site safety regulations are observed by its employees. Prangl will ensure that these special safety regulations are made known to the contractor in good time.
7. Notwithstanding the contractor's sole responsibility for its employees, the contractor also assures Prangl that the contractor will pay its employees in accordance with the provisions of statute, collective agreements and company/individual contracts, and that any applicable taxes, duties and social security contributions will be paid, insofar as the contractor is responsible for paying them.
8. The contractor also warrants that the employees it assigns have the necessary labour permits, foreign national employment permits or posting permits to work at the relevant place of work, and that they are employed in accordance with the laws of the country in which the vehicle is registered. The driver must carry the evidence and documents (in particular work and residence permits) required by the applicable statutory provisions in each case. If authorisation is not obtained and a delay or other disadvantage occurs as a result, the contractor shall be liable for all resulting damages. This also applies to damages (idle times, penalties, etc.) that occur to third parties and for which Prangl is liable.
9. At Prangl's request in individual cases, the contractor must make the wage and salary documents for the employees assigned by the contractor, including proof of taxes, duties and social security contributions paid and evidence that these employees have permission to work at the place of work, available without delay; where necessary these shall be presented directly to the authority involved. Where required by law, these documents must also be kept available on site by the contractor.
10. The above items concerning the assigned personnel shall apply both to employees directly employed by the contractor and to all other employees who, irrespective of legal basis, work for the contractor for the purposes of the contract with Prangl.
11. The contractor is obliged to inform its employees and other agents, in particular subcontractors, verifiably (in writing) of the obligation to comply with the provisions of these conditions and shall exercise the care expected of a proper freight carrier to ascertain that the above safety measures are actually adhered to.

XVII. Driving periods, remuneration

1. In many European countries, laws are in place to pay the minimum wage for drivers, to combat wage and social dumping and to comply with reporting obligations. In some cases, the statutory provisions provide for strict liability and criminal sanctions in the event of underpayment. For the purpose of compliance with these provisions, the following is agreed:

   - The contractor warrants that it has obtained knowledge of these statutory provisions.
   - Furthermore, the contractor warrants to ensure compliance with all such provisions, including in particular the timely payment of the prescribed minimum wage, the fulfilment of the reporting obligations, in particular the reporting of the deployment plan, in accordance with the reporting forms provided for this purpose, the provision of the corresponding wage and work records for checking the minimum wage, which are to be submitted for verification at the request of the authorities, and ensuring that the truck driver keeps records of the start, end and duration of the daily working hours. These records must be kept for at least two years.
   - The contractor is obliged to inform its employees and other agents, in particular subcontractors, verifiably (in writing) of the obligation to comply with the minimum wage regulations as well as the provisions of these conditions and shall exercise the care expected of a prudent businessperson to ascertain that these are actually adhered to.
   - Upon request, the contractor shall also provide Prangl with appropriate evidence of compliance with these statutory provisions without delay.

- The contractor undertakes to fully indemnify and hold Prangl harmless with regard to all expenses/costs/claims/demands (irrespective of the legal grounds) arising in connection with the breach of this agreement or non-compliance with minimum wage provisions (including the regulations issued in this regard), i.e. also without limitation in terms of amount. This also applies in particular to the incurrence of administrative costs, representation costs and consulting costs.

XVIII. Insurance / freight forwarder's liability insurance

1. Before accepting a transport, the contractor undertakes to submit, without being asked to do so, its insurance policy to Prangl as confirmation of sufficient insurance (minimum insurance amount € 1.000.000,- per case of damage) providing industry-standard cover for Austria. This insurance must also cover liability under Art. 29 CMR and damage during loading/unloading procedures and heavy-duty transportation.
2. Should the insurance cover be for a lower amount, the subcontractor must state this before accepting the order and in each case clarify with Prangl whether or not the transport is to be performed by the subcontractor despite the lower insurance cover. When taking out special transport insurance in individual cases, the subcontractor must make an express agreement with its insurer that the insurer shall waive any claim of underinsurance.
3. If Prangl does not have the insurance policy covering the transport liability insurance before the transport is carried out, it shall be entitled to obtain insurance cover for this transport in favour of the contractor. In this case, Prangl is entitled to deduct 4 % (but at least € 40,-) from the agreed freight price. No retrospective refund of the insurance premium shall be possible. The customer must ensure that the above-mentioned insurance policy is made available to Prangl. For cabotage transports, the minimum insurance amount must correspond to the applicable national statutory provisions. Prangl shall be informed immediately in the event of any changes.

XIX. Demurrage

1. Claims for demurrage shall be excluded where waiting time or standing time at either the sender's or the recipient's premises etc. does not exceed 24 hours. This time shall not include Saturdays, Sundays or public holidays, for which demurrage shall not be paid under any circumstances.
2. In the event that Prangl cancels an order, claims for reimbursement of expenses, compensation for damages or other costs shall not be accepted.
3. After the agreed 24-hour demurrage-free period, demurrage up to a maximum of € 150,- per day per lorry may be charged, provided that Prangl is actually at fault. The burden of proof in this case shall be on the contractor. In any case, payment for demurrage shall be limited to a maximum of three days.

XX. Price

1. The prices stated in Prangl's quotation or order are fixed prices (plus statutory VAT). Surcharges and additions for expenses or costs (of any kind whatsoever) shall not be accepted unless otherwise expressly agreed in writing.
2. For additional services in connection with an order that were not contained within the original order, the same conditions apply as in the original order, unless otherwise expressly agreed in writing in individual cases.

XXI. Billing

1. Invoicing for services rendered shall be based on delivery receipts or work time records confirmed by the relevant Prangl employees, which must be attached to the invoices. The respective Prangl order number must also be stated on the invoice.
2. The contractor's freight notes shall be payable only when an invoice meeting all requirements of the Austrian VAT Act [UStG] 1994 and the order including these General Terms and Conditions of Purchase, together with the original transport documents (CMR consignment note, delivery notes, pallet notes), has verifiably been handed over to Prangl. The risk in the handover of these documents shall be borne by the contractor.
3. The contractor is aware that invoices can be issued to Prangl's customers only if proof of delivery is submitted promptly and in full. The contractor therefore undertakes to send Prangl all documents for the transport, including delivery notes, consignment notes, pallet notes etc., within seven days at the latest by fax, email or as hard copy originals. Without prejudice to any other rights, a processing fee of € 75,- shall be payable for failure to comply with this deadline.
4. Invoices for partial deliveries must be clearly marked as "partial invoices".
5. Claims by the subcontractor against Prangl may not be assigned to third parties (prohibition of assignment), unless Prangl agrees to their assignment in writing.
6. The subcontractor is obliged to notify any changes of its company name, address or bank details to Prangl immediately in writing.

XXII. Payment

1. Unless otherwise agreed, payments shall be made after receipt of a proper invoice and the transport documents within 14 days at a 3 % discount, or 30 days net.

2. Prangl is entitled to withhold payment in whole or in part until defects in the service have been remedied.
3. Payments by Prangl do not constitute recognition of the services as being in accordance with the contract.

XXIII. Offsets, exclusion of rights of pledge and retention

1. If performance is inadequate, Prangl shall be entitled to offsets for its counterclaims (irrespective of legal basis) and to a reduction of the freight charge. Any prohibition of offset or retention (in particular under Sec. 32 AÖSp) is therefore hereby expressly excluded.
2. The contractor shall have no right of pledge or retention in the goods handed over to it in the course of performing this contract. All rights of pledge and retention are accordingly expressly excluded.
3. The contractor shall not offset any claim against any of the Prangl's demands or claims. Prangl, on the other hand, is entitled to offset. The offsetting prohibition therefore applies exclusively to the detriment of the contractor. Claims against Prangl may not be assigned to third parties.
4. The contractor is obliged to incorporate similar provisions in contracts concluded with any subcontractors that it may engage (where Prangl has granted written approval for the use of subcontractors).

XXIV. Noncompetition

1. Non-competition is hereby agreed. If the contractor accepts orders from, passes orders on to, or has any other dealings with Prangl's customers or any other companies involved in any way in the transport order, in particular agents of the contractor, all of the contractor's claims against Prangl shall be void. In addition, it is hereby agreed that any breach of this non-competition clause shall result in a no-fault contractual penalty of € 35.000,- not reducible by a court, irrespective of the actual amount of loss. This shall not affect any other claim for damages.

XXV. Order documentation

1. Any drawings, drafts and documents made available to the subcontractor by Prangl in the course of the contractual relationship remain the property of Prangl and may not be used elsewhere. They are to be returned to Prangl after the service has been rendered without request.

XXVI. Duty of confidentiality

1. All transports are covered by a duty of confidentiality, under which the contractor is strictly forbidden to disclose any information that becomes known to the contractor while carrying out an order, in particular details of transactions with Prangl – such as prices, type and quantity of devices provided – to third parties. The contractor is liable for all employees and assistants.
2. In the event of unauthorised disclosure of information to third parties, a no-fault contractual penalty of € 10.000,- not reducible by a court, shall be payable. Prangl expressly reserves the right to claim additional damages.

XXVII. Disclaimer, limitation

1. Prangl's liability for all damages is excluded, regardless of the degree of fault and regardless of the legal grounds (for example: Damage in connection with inadequate loading, load securing, seizure of vehicles, confiscations, detentions, etc.). If the above exclusion of liability violates mandatory provisions and is therefore invalid, Prangl's liability shall be limited to at least 8.33 special drawing rights per kilogramme of the transported goods. This limitation of liability therefore applies, for example, to claims of the contractor against Prangl due to damages resulting from the provision of information, instructions, documents provided by Prangl and damages resulting from defective packaging (e.g: Art. 7, 10, 11, 12, 22 of the CMR).

XXVIII. Period of limitation

1. All claims against Prangl, irrespective of legal basis and regardless of the degree of fault, shall lapse within 6 months. In all cases, the limitation period shall commence at the time that the relevant order is placed.

XXIX. Partial invalidity, requirement for written form

1. Should any provision of these General Terms and Conditions of Purchase be or become invalid, for any reason whatsoever, the validity of the remaining provisions shall not thereby be affected. In this case, the regulation that most closely corresponds to the original purpose from an economic point of view shall apply.
2. Terms and conditions that deviate from these GTCs, as well as amendments and additions, shall be valid only if in writing. The same applies to any waiver of the requirement for written form. The written form shall also be deemed to have been complied with by transmission via fax or email. Oral consents or agreements from Prangl and/or its employees or auxiliary personnel shall not be binding.

XXX. Applicable law, place of jurisdiction

1. With regard to all disputes between the parties, Austrian law shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules of private international law. For all disputes arising from or in connection with orders, transport orders and other transactions based on these terms and conditions, the jurisdiction of the competent court in 1010 Vienna is agreed. Prangl is however also entitled to file a complaint against the contractor at its head office location.
2. The contractual languages are German and English. In the event of difficulties of interpretation, ambiguities and contradictions, the wording of the German version shall prevail in the case of bilingual documents.