THESE GENERAL TERMS AND CONDITIONS OF BUSINESS (GTC) OF ALL FRESH LOGISTICS GMBH (HEREINAFTER REFERRED TO AS "ALL FRESH"; ALL FRESH = THE CONTRACTOR) AND THE GENERAL AUSTRIAN FORWARDER CONDITIONS (ALLGEMEINE ÖSTERREICHISCHE SPEDITEURSBEDINGUNGEN – AÖSP) CAN BE ACCESSED AT WWW.ALLFRESH.AT:

1. These General Terms and Conditions of Business (GTC) apply for all services that All Fresh Logistics GmbH as the **COMMISSIONED FORWARDER OR CARRIER** (hereinafter referred to as "All Fresh") performs or procures for its contract partner (hereinafter referred to as the "Principal"). The Principal declares that it agrees that these GTC apply for all future transactions, irrespective of whether they are explicitly referred to again, in particular for orders placed orally, by telephone or by electronic means. Differing terms and conditions of the Principal which are not explicitly (in writing) acknowledged by All Fresh shall be ineffective even if they are not explicitly objected to. The Principal may not on any account base itself on its own GTC, even if they are included in orders. No terms and conditions of the Principal that contradict these "All Fresh GTC" and the AÖSp shall apply.

All Fresh explicitly objects to any kind of contractual penalties or value declarations. Furthermore, the Principal declares that it agrees that these GTC apply for all future transactions, irrespective of whether they are explicitly referred to again, in particular for orders placed orally, by telephone or by electronic means.

2. The agreement of these GTC does not affect the applicability of the currently applicable version of conventions insofar as their provisions lay down differing mandatory requirements, for example the CMR.

3. On a supplementary basis the currently applicable version of the **GENERAL AUSTRIAN FORWARDER CONDITIONS (AÖSP)**, as published in the official gazette attached to "Wiener Zeitung" 1947/184, last amended by the official gazette attached to "Wiener Zeitung" 1993/68 (accessible on the internet in English and German at HTTPS://WWW.WKO.AT/BRANCHEN/TRANSPORTVERKEHR/SPEDITIONLOGISTIK/ALLGEMEINE_OESTERREICHISCHE_SPEDITEURBEDINGUNGEN_(AOESP).HTML as well as at www.allfresh.at). The Principal declares itself to be a customer exempted from forwarding insurance in accordance with Article 39 et seq. AÖSp. The AÖSp also applies in relation to foreign principals.

4. The Principal shall not on any account have the right to carry out freight reductions or set off with counterclaims with respect to claims of All Fresh. A prohibition of setting off and retention in favour of All Fresh applies without exception.

5. If losses of or damage to the goods are not externally identifiable, the shipper / Principal shall be responsible for providing proof that the loss or damage occurred during the liability period. Externally identifiable damage must be claimed in writing with respect to All Fresh immediately upon delivery and damage which is not externally identifiable immediately after being discovered and no later than within seven days.

6. All Fresh shall have a right of lien and a right of retention to the goods and other items subject to its power of disposal with regard to all due and undue claims to which it is entitled against the Principal under the contract in question. If, when the order is placed, the Principal fails to explicitly specify the owner of the goods in the waybill, All Fresh will be able to assume that the freight is the Principal's property. The Principal shall have the right to prohibit the exercise of the right of lien if it grants All Fresh security of equivalent value (e.g. a bank guarantee).

7. A pallet exchange will only be carried out insofar as it is possible and reasonable and if an explicit order has been issued in writing with the payment of a surcharge of 10% of the freight charges. All Fresh does not accept any obligation to return pallets, loading equipment or empty containers and also does not accept on any account the so-called "exchange risk". In the event that, for whatever reasons, a pallet exchange is not possible at the consignor or recipient, the Principal shall not be entitled to any claims against All Fresh, except in the event of intentional acts/omissions of All Fresh. All Fresh's liability for "possible loading equipment differences" is thus entirely excluded.

8. All Fresh shall have the right to charge the Principal demurrage in the amount of €400 per day (at least €80 per hour). All Fresh shall also be entitled to the demurrage if the Principal is not culpable. An entitlement to demurrage

shall arise if a waiting period/parking period of 1.5 hours in total is exceeded.

9. If the transport order is cancelled, All Fresh shall be entitled to a contractual penalty irrespective of fault in the amount of 80% of the freight price. Further claims for compensation for losses shall remain unaffected by this.

10. All Fresh shall have the right to make use of subcarriers. However, when selecting the company to be commissioned by it All Fresh shall exercise the diligence of a prudent forwarder/carrier.

11. The Principal must independently ensure that the loading and unloading of the freight is carried out. Any losses attributable to circumstances occurring during loading or unloading shall fall exclusively within the liability sphere of the Principal. If, in an individual case, the loading and unloading is actually carried out by an assistant of All Fresh, the assistant shall be deemed a vicarious agent of the Principal. Responsibility for the loading and unloading shall always and without exception lie with the Principal. The Principal must ensure that the load is properly secured and complies with the provisions of law. The Principal shall be exclusively responsible for the obligation to secure the load, including if the lorry driver loaded the goods. The Principal warrants that the packaging is fit for transport.

12. A value increase of the maximum amounts under
Article 24 CMR or a special delivery interest under Article 26 CMR may not (without exception) be agreed.

13. The Principal shall have an obligation to giving warning of special properties of the freight. The Principal must therefore, among other things, give separate notification if the value of the goods exceeds €10 per kilogramme or if they consist of dangerous goods or waste materials or if the freight involves a special risk of theft. The Principal must also inform All Fresh of any special sensitivity of the goods and their correct handling (e.g. transport temperature etc.).

14. The vehicles used by All Fresh are generally scheduled with **ONE** lorry driver. If a written agreement is made for a two-person crew and a freight surcharge is paid, All Fresh shall provide **TWO** drivers, as a result of which the risk of theft may be reduced. As a rule, the legally prescribed driving breaks may only be taken in “conventional parking facilities”.

15. Specified loading and unloading times are not delivery times under Article 19 CMR, but only approximate guide values/standard delivery times. Claims (of whatever kind) due to delivery periods being exceeded shall expire if the Principal fails to submit them to All Fresh in writing within twenty-one days from performance of the service. Any liability of All Fresh for loading times being exceeded/failure to comply with “loading windows” is generally excluded, unless All Fresh fails to adhere to those time limits due to “blatant gross negligence” .

16. As a precaution we advise you of the following limitations of liability under the AÖSp (excerpts):

ARTICLE 54. A) INSOFAR AS THE FORWARDER (HERE: All Fresh***) IS LIABLE AT ALL, THE FOLLOWING MAXIMUM LIMITS FOR ITS LIABILITY APPLY:***

2. ***€1.09 PER KG GROSS OF EACH DAMAGED OR LOST PACKAGE, AND A MAXIMUM OF €1,090.09 PER CLAIM.***

3. ***FOR ALL OTHER DAMAGE A MAXIMUM OF €2,180.19 PER CLAIM.***

b) ***IF THE SPECIFIED VALUE OF THE GOODS IS LOWER THAN THE ABOVE AMOUNTS, THE SPECIFIED VALUE SHALL BE TAKEN AS THE BASIS.***

c) ***IF THE RELEVANT VALUE UNDER B) IS HIGHER THAN THE FAIR MARKET VALUE OR, IN THE ABSENCE THEREOF, THE FAIR VALUE THAT GOODS OF THE SAME TYPE AND QUALITY/CHARACTERISTICS HAD AT THE TIME AND PLACE OF THE HANDOVER TO THE FORWARDER, SUCH FAIR MARKET VALUE/FAIR VALUE SHALL TAKE THE PLACE OF THE SPECIFIED VALUE.***

d) ***IN THE EVENT OF ANY DIFFERENCES IN THE VALUE STATED THE LOWER VALUE SHALL ALWAYS APPLY.***

17. **THE ENTITLEMENT TO PAYMENT OF THE FREIGHT CHARGES SHALL ARISE UPON THE DELIVERY OF THE FREIGHT. IN THE EVENT OF LATE PAYMENT, ALL FRESH SHALL BE ENTITLED TO INTEREST IN THE AMOUNT OF 1.5% PER MONTH IN ACCORDANCE WITH ARTICLE 29 AÖSP. FURTHERMORE, THE PRINCIPAL SHALL HAVE TO BEAR IN THEIR**

ENTIRETY ALL THE ACCUMULATED REMINDER EXPENSES AND THE COSTS RELATED TO THE RECOVERY OF THE OUTSTANDING CLAIM.

THE PRINCIPAL MAY RECEIVE THE INVOICE IN ELECTRONIC FORM OR IN PAPER FORM. IN THE CASE OF AN ELECTRONIC INVOICE THE PROVISION AND MAKING AVAILABLE OF INTERNET ACCESS AND THE INTERNET CONNECTION FOR ACCESSING THE INVOICE SHALL BE AT THE EXPENSE AND RISK OF THE PRINCIPAL.

18. THE CONTRACTUAL RELATIONSHIP IS SUBJECT TO AUSTRIAN LAW, TO THE EXCLUSION OF THE CONFLICT OF LAWS RULES. FOR ALL DISPUTES BETWEEN THE PARTIES IN CONNECTION WITH THIS AGREEMENT, INCLUDING DISPUTES CONCERNING THE EFFECTIVENESS HEREOF, AS WELL AS ANY DISPUTES IN CONNECTION WITH INDIVIDUAL AGREEMENTS CONCLUDED IN PERFORMANCE OF THIS AGREEMENT, THE COMPETENCE OF THE COURT WITH MATERIAL JURISDICTION OVER A-5020 SALZBURG IS AGREED.

As at: May 2018

All Fresh Logistics GmbH, A- 5412 Puch bei Hallein