General Terms and Conditions of Purchase
and
II. Privacy Policy

I. General Terms and Conditions of Purchase

1. General information

1.1 Scope

These General Terms and Conditions of Purchase apply in the version valid at the time of the conclusion of the contract to all orders placed by the Client FALCON Logistics Solution GmbH, Antonio-Segni Straße 4, 44263 Dortmund, Germany, represented by its managing director: Mr. Patrick Blaschke. In addition, the Allgemeinen Deutschen Spediteurbedingungen 2017 (German Freight Forwarders' Standard Terms and Conditions 2017) apply as an integral part of these Terms and Conditions, unless these General Terms and Conditions of Purchase provide otherwise. Should the Contractor use contrary terms and conditions, these are hereby expressly contradicted. These Terms and Conditions apply irrespective of whether the Client places the order in his own name for its own account, in its own name for the account of a third party or in the name of a third party for the account of a third party.

1.2 Definitions

The terms "order", "Contractor" and "Client" shall be understood in the commercial sense. The term "order" refers to the contractual relationship between "Contractor" and "Client" irrespective of the type of contract in question, the term "Contractor" refers to the person who owes the principal performance and the term "Client" refers to the person in whose name the order is placed, who has to receive the principal performance and who is to pay the remuneration. The "Contractor" is you. FALCON Logistics Solution GmbH is the "Client".

1.3 Contract agreement

The contract language is German. Contractors within these General Terms and Conditions of Purchase are exclusively entrepreneurs within the meaning of § 14 BGB (German Civil Code).

1.4 Conclusion of contract

The conclusion of the contract takes place individually by offer and acceptance. Unless otherwise agreed, the usual procedure is that the Client makes an inquiry to the Contractor and receives a binding offer, which can then be accepted within two weeks. With the acceptance, the contract is concluded. The Client is entitled to provide the Contractor with necessary information and offers.

2. Dates, delivery periods, fixed transactions and place of performance

2.1 Dates and delivery periods

The respective performance time is determined individually and results from the contract concluded between the Client and the Contractor. The agreed dates and delivery periods are binding. Decisive for compliance with the delivery period or delivery date is the receipt of the transported goods at the delivery address specified by the Client. Unless otherwise agreed, the period commences at the time of the conclusion of the contract.

2.2 Delivery delay and other delays at waypoints

Failure to comply with deadlines or missed loading and unloading time windows is the Contractor's responsibility. Any delay must be notified to the Client at least 2 hours before the deadline. If it is a case of force majeure or an extraordinary and unforeseeable event that leads to the delay, the Contractor must notify a delay immediately, as soon as he is actually able to do so. Acceptance of delayed delivery does not constitute a waiver of any compensation claims. If the Contractor, although he can do so, culpably fails to properly notify a delay in delivery (see clause 4.2), he has to pay a contractual penalty of EUR 250.00 to the Client. The Client can claim damages exceeding the contractual penalty against proof.

2.3 Place of performance

Unless otherwise agreed, the Contractor shall deliver the goods at its own expense and risk to the delivery address specified in the order, which is also the place of performance. For all other obligations of the contracting parties, the Client's place of business is the place of performance.

2.4 Non-acceptance

If the Contractor cannot take over the goods to be transported or cannot take them over in time, he hast to notify the Client thereof without delay and obtain appropriate instructions. § 419 HGB (German Commercial Code) shall apply accordingly. The Client remains entitled to terminate the contract without the Contractor being entitled to assert claims according to § 415 (2) HGB (German Commercial Code). The same shall also apply to pre-approved subcontractors used by the Contractor to perform the transport order.

In case of non-acceptance of the transport goods (loading) or the transport order by the Contractor, the Client is also be entitled to purchase a replacement vehicle and to charge the Contractor a contractual penalty in the amount of the sum to be paid for the replacement vehicle, provided that the Client is not responsible for the non-acceptance. Any further claim for damages remain unaffected. In any case, a handling fee of EUR 250.00 is charged for expenses incurred in connection with the aforementioned circumstances. The Contractor shall have the right to prove that the Client has incurred no or less damage.

3. Price, payment and packing

3.1 Price

The agreed price may not be exceeded. If the Client demands a service after the order has been placed, e.g. due to requests for changes and additions, which requires additional work on the part of the Contractor, the Contractor shall only be entitled to a special remuneration if he has notified

this to the Client in text form immediately after requesting for the additional service and the Client has accepted this additional service separately, after notification of the remuneration.

3.2 Payment

3.2.1 Due date
Unless otherwise agreed, the agreed remuneration is due 60 calendar days after receipt of all freight and transport documents (see clause 4.2.3).

3.2.2 Self-billing procedure
All positive and negative items of the self-billing period will be netted and a self-billing invoice will be issued for the resulting amount. A self-billing invoice will only be issued once we have received all freight and transport documents (see section 4.2.3). If certain originals required for the self-billing procedure are not available, the self-billing invoices will not be issued until the originals are received. In this case, a faster self-billing procedure is not possible. In addition, the Client reserves the right to offset invoices against each other such as pallet invoices, claims for damage caused by the Contractor, as well as contractual penalties and invoices for load securing as well as invoices for utilised material and services from the FALCON HONORS+ partner programme.

3.2.3 Payment
Self-billing invoices are issued weekly, provided that the aforementioned documents are available for us, and are paid out after a maximum of 60 calendar days after the due date. Delay in payment occurs only after 90 calendar days after due date.

Should a contractor terminate the collaboration, the client has the right to quantify all claims within 120 days and only then proceed to a final settlement with the contractor.

3.2.4 Cash discount
The Contractor may choose in advance in the onboarding procedure among the following discount options for the Client (the start of the deadline is always the receipt of all required freight and transport documents in accordance with section 4.2.3):

- discount of 8% from the net invoice amount for payment within 3 calendar days
- discount of 4% from the net invoice amount for payment within 4 to 14 calendar days
- discount of 3% from the net invoice amount for payment within 15 to 21 calendar days
- discount of 1% from the net invoice amount for payment within 22 to 35 calendar days
- payment within 36 calendar days to 60 calendar days: no discount.

If the Contractor does not chose an option, the Client has a corresponding right of choice with regard to this cash discount agreement, which the Client exercises by making payment in the corresponding period.

3.2.5 Objection period
The Contractor may object to the self-billing invoice issued within 14 calendar days from issue, stating at least one reason. If no objection is raised within this period, the self-billing invoice is deemed to have been issued correctly and can not be objected by the Contractor, provided that there are no indispensable statutory provisions to the contrary.

3.2.6 Special note

We do not accept incoming invoices for transports, additional services or similar. All incoming invoices will be rejected uncommented and unbooked. The amounts claimed by you will be recorded by us after presentation of the receipts and taken into account in the credit notes. The same applies if we are liable for damages which are not based on a tortious act. Please send the claims only to billing@falcon-logistic.de, stating the TNR in the subject line. Other email recipients will not be considered.

3.2.7 Demurrage

The Contractor receives an appropriate demurrage charge in the amount of EUR 35.00/hour, but no more than EUR 250.00 per day for each unused demurrage period for which the Client is responsible, whereby the Contractor must provide evidence of such demurrage periods (**by GPS data and correct status reports or registration documentation**). Without such proof, the Client may withhold the self-billing invoice of the demurrage charge. Three hours per waypoint are free of demurrage charges for loading and unloading. Saturdays, Sundays and all public holidays are generally free of demurrage charges. Periods free of demurrage charges are not included in the calculation of the demurrage charge. The demurrage charges have to be declared under dispo@falcon-logistic.de including the TNR in the subject line, and the respective amount has to be stated. The proofs relevant for the demurrage charges must also be sent to this e-mail address. Processing will take place within 30 calendar days after receipt of the aforementioned details and documents. Demurrage charges are also included in the self-billing procedure and will be paid out with it.

3.3 Packaging materials and "Kölner Palettentausch”

3.3.1 General

Packing materials have to be exchanged immediately. The "Kölner Palettentausch" is deemed agreed. The Client shall provide the Contractor with the corresponding rules upon request. Packing material invoices have to be settled immediately and directly. In case of non-exchange or non-return within 14 calendar days

- per euro-pallet EUR 28.50 plus an administration fee of EUR 45.00 per order
- per Düsseldorf-pallet EUR 25.00 plus an administration fee of EUR 45.00 per order
- per H1 euro-pallet EUR 50.00 plus an administration fee of EUR 45.00 per order
- per box-pallet EUR 100.00 plus an administration fee of EUR 45.00 per order

will be charged. The Contractor shall have the option of proving that the Client has suffered no or less damage.

The beginning of the period is the day of unloading. If the last day of the period falls on a Saturday, Sunday or a public holiday by the state at the place of performance, the period ends on the next working day.

3.3.2 Repair costs

If euro-pallets are damaged, they shall be repaired by the Client. The necessary repair costs of EUR 9.50 per damaged pallet as well as an administration fee of EUR 45.00 shall be charged to

the Contractor. The Contractor shall have the option of proving that the Client has suffered no or less damage.

3.4 Load securing
Insofar as material is provided to you by the loading point for securing the load, the costs of the required material will be offset against your freight self-billing invoice in the form of a minus position. In addition, we charge a flat administrative fee of EUR 45.00 per order. In exceptional cases, an outgoing invoice must be issued if the self-billing invoice has already been issued for the order.

3.5 Offsetting
If the claims are of the same kind (e.g. monetary claims), the Client may set off its claim from other contracts with the Contractor against the Contractor's claim (self-billing invoice), provided that the Contractor's claim is due and the performance incumbent upon the Client can be fulfilled.

4. Responsibility of the Contractor

4.1 Specifications for the transport of the goods and the Contractor's company
The Contractor assures to have the permits, authorizations and insurances required for the transport of the goods and undertakes to present them to the Client upon request. The Contractor must also comply with all legal provisions applicable to his company. The same applies to approved sub-carriers the Contractor uses to perform the transport order. In particular, the Contractor ensures that the permissible total weight of the vehicle is complied with and that the Client is notified without delay if it is exceeded. The Contractor therefore assures and undertakes to comply with the axle loads and the permissible total weight as well as the maximum permissible dimensions for vehicles and vehicle combinations in accordance with §§ 32, 34 StVZO (German Road Traffic Licensing Regulations) and to ensure safe loading in accordance with § 412 (1) HGB (German Commercial Code) and § 22 StVO (German Road Traffic Regulations), in accordance with the recognized rules of technology. The same also applies to approved subcontractors used by the Contractor to perform the transport order.

4.2 Information and documents

4.2.1 Required documents at the time of conclusion of the contract and moreover
The Contractor is obliged to send the following documents to the Client using the e-mail address pod@falcon-logistic.de at the latest at the time of the conclusion of the contract:

- Carriage licence (EU licence or national licence)

- Confirmation of insurance
  Goods damage liability insurance in accordance with GüKG §7a with a minimum insurance sum of EUR 600,000. If the use of subcontractors has been agreed, these must also provide the corresponding proof. A confirmation of valid goods damage liability insurance must be submitted to the client at the beginning of each subsequent year, but no later than 15.01. of each year, without being requested to do so. Should the confirmation not be submitted, the credit note shall be withheld.

- Confirmation of payment of the statutory minimum wage
  Insofar as the use of subcontractors has been agreed, these must also provide the corresponding proof.

- Obligation to comply with cabotage regulations
  Insofar as the use of subcontractors has been agreed, these must also provide the corresponding proof.

The aforementioned documents, with the exception of the insurance confirmation and the Carrier Onboarding Form, must be submitted twice a year (i.e. every 6 months) without being requested to do so in order to ensure that they are up to date. If the documents are not submitted, the credit will be withheld.

4.2.2 Status message before the start of the order
After the conclusion of the contract, but no later than one day before the start of the agreed service, the Contractor must send the following information to the Client in text form, stating the order number:

- Cell phone number(s) of the deployed driving personnel
- Official registration number of vehicle and trailer
- ETA loading point as well as ETA unloading point
  (assuming two hours loading time taking into account the time window)

4.2.3 Freight and transport documents after each order execution
The Contractor shall be obliged to provide the Client on the unloading day, but no later than the following day, with all freight and transport documents as well as the loading and unloading documentation (e.g. registration, CMR, PODs, weighing cards, customer delivery notes, pallet notes, temperature logs, packing lists, refrigeration logs, notes/documentation on the pallet change or non-change, transfer of goods, receipt, loading and unloading or similar) as a copy (converted into PDF; high-quality readable scans) to the e-mail address pod@falcon-logistic.de, stating the TNR in the subject line. The deadline for sending the copies by e-mail is the day of discharge. If the deadline exceeded, the client will deduct 55,-EUR from the freight costs. Furthermore all invoices for transport orders will be rejected, because we work on credit note base, which are every month on the 1st and 15th calendary day.

the deadline falls on a Saturday, Sunday or a general holiday recognised by the state at the place of performance, the deadline ends on the next working day.

In particular, the Contractor is obliged,

- to properly document the registration, the loading and unloading, a possible weighing process as well as a plate change or non-change and to have any standing times at all way points certified by the loading or unloading point with stamp and signature,

- to have delivery notes signed and stamped by both the sender and the recipient, and

- to have the documentation regarding the pallet exchange transaction (exchange and/or non-exchange) certified by the shippers at the loading or unloading point by stamping and signing the pallet note or a note by the shipper on the order (also with stamp and signature).

- DPL slips must always be submitted in their original form, without the client needing to request them. If these are missing, no credit note can be issued—even if all other documentation is complete—as the slip is considered a deposit voucher

The driving personnel deployed or the Contractor is responsible for obtaining the necessary signatures and stamps from the customer on the documents.

Photos or photos converted into a PDF will not be accepted. The freight documents must also be submitted as a complete set assembled in one file, therefore without additional documents such as orders, invoices, etc.

Only the mail address pod@falcon-logistic.de is to be used, otherwise no processing can take place. E-mails must also always be submitted with the tour number (Order-Number) in the subject line, which the contractor can take from the truck order.

In addition, the Contractor is obliged to send all the aforementioned documents at his own risk in the original with a copy of the respective order by post to the following address within a period of 10 calendar days after the unloading date:

FALCON Logistics Solution GmbH
Abrechnungsstelle
Antonio-Segni Straße, 4
44263 Dortmund

or hand them in at the Client's office. If the originals are missing, the client has the option of withholding the credit for this until the originals arrive in Hattingen. The deadline for sending the original documents is the day of unloading. If the last day of the period falls on a Saturday, Sunday or a public holiday recognised by the state at the place of performance, the period ends on the next working day.

All complete freight documents (copies and originals) received at the above addresses before 12 noon on Thursdays will be included in the credit note on Fridays. All complete freight documents

received after 12 noon on Thursdays will not be credited directly, but will be taken into account on the following Friday. Incomplete freight documents will be claimed and not taken into account.

In particular, the receipt of the certificate of the pallet exchange transaction is essential. Insofar as the Contractor does not submit this documentation with the other original documents in the form described above or without a stamp and/or signature, the Client shall invoice the Contractor for any pallets and additionally charge an administrative fee in the amount of EUR 45.00. The Contractor shall have the option of proving that the Client has incurred no or less damage.

Insofar as the Contractor culpably fails to comply with the obligation to submit documents (both copies and originals) in accordance with section 4.2.3 or, insofar as required, the documents are not properly signed and/or stamped and the Contractor is responsible for this, the Client reserves the right to deduct from the agreed remuneration a lump-sum compensation in the amount of EUR 55.00 for each document not sent on time.

The same shall apply to each document not duly signed/stamped. The Contractor shall have the option of proving that the Client has suffered no loss or a lesser loss. If the contractor realises that the information in the consignment note deviates from the transport order, he must always report this to the principal without delay.

4.3 Driving personnel

4.3.1 Suitability and equipment

The Contractor also undertakes to use only drivers with valid driver's licenses and certificates authorizing them to transport the contracted goods. In addition, the driving personnel must be equipped with the legally required protective equipment. In addition, the Contractor must ensure that the driving personnel used are equipped with an updatable Android or iOS cell phone, which must have a functioning photo function and a functional connection to the Internet to ensure their accessibility. The Contractor is also obliged to use only work permit drivers. In addition, he must ensure that the respective drivers carry an official certificate to this effect including an officially certified translation in German. Insofar as cross-border transport is involved, the Contractor is responsible for observing the relevant regulations of the respective country. On the premises of the Client, the driving personnel must follow the Client's instructions.

4.3.2 Driving personnel regulations

The Contractor undertakes to comply with the driving personnel regulations, in particular the statutory working, driving and rest times, the minimum conditions at the workplace, and the current EU working time directives and confirms this to the Client in text form upon request. In addition, the Contractor deploys only driving personnel who are in the physical and mental condition required for the journey and who are able to carry out professional load securing. The Contractor also assures that he has issued a general ban on alcohol and drugs to its employees when driving a vehicle and that he ensures this using suitable measures. Should the Contractor receive an order from the Client that violates/may violate such aforementioned regulations, the Contractor must immediately notify the Client. The Contractor shall be subject to a corresponding duty of inspection for each order placed by the Client. The provisions of this clause apply also to approved subcontractors used by the Contractor for the performance of the

transport order. For the requirements of this clause 4.3.2, the Contractor submits corresponding evidence upon request of the Client.

4.3.3 Compensation
As the Contractor culpably fails to comply with the obligations under sections 4.3.1 and 4.3.2, the Client reserves the right to charge the Contractor for the damage incurred.

4.4 Vehicle condition
The Contractor undertakes to use only vehicles suitable for the respective order and whose trucks meet at least the EURO 6 exhaust emission standard. They must be technically and visually in perfect condition, comply with all statutory and official regulations, and, if applicable, have other features agreed between the Client and the Contractor (e.g. possibility of live tracking of the vehicle, permissible advertising inscriptions). The vehicles, including their equipment and accessories, must therefore be in an operationally safe and roadworthy condition in accordance with the statutory and official regulations and must also have the necessary suitability for receiving and transporting the goods in question.

Should the vehicle, trailer, equipment, etc. not be in perfect condition, the Contractor has to notify this immediately. The Contractor is responsible for the vehicle he uses. In addition, the vehicles must be broom-clean, odorless and with a clean and dry loading area. The floor must withstand the full load, the walls must not have any holes and walls, roof, tarpaulins, doors and door seals must be in technically perfect condition. The same applies to equipment to be carried along, such as tension belts, tensioning boards and other lashing devices. If the Contractor culpably fails to comply with this obligation, the Client reserves the right to charge the Contractor for the damage incurred.

4.5 Order execution

4.5.1 Load securing
The Contractor undertakes to secure the load by suitable measures in such a way that it arrives intact at its destination and that other road users or residents are not endangered. In addition, he must ensure that the vehicles are equipped with on-board, regulation-compliant, approved and reusable load securing devices. Unless otherwise agreed, each trailer must have the following minimum equipment:

- 20 tension belts (500 daN)
- 32 hard plastic protectors (for paper rolls)
- 30 anti-slip mats (minimum size: 500x150x8mm
- 2 clipboards

Further relevant specifications, if any, can be taken from the respective order.

The respective vehicle driver or the Contractor is responsible for the proper stowage and securing of the goods on the vehicle and thus for the operational and transport safety of the load.

4.5.2 Parking lot use and securing against theft

The Contractor is obliged to secure the load against theft by appropriate measures and to use exclusively secured parking spaces upon request of the Client.

4.5.3 Reporting events / status messages

The Contractor undertakes to immediately, but at the latest within 30 minutes after the occurrence of one of the following events

- Approach to the loading point
- Arrival at loading point
- Start loading the vehicle
- Departure loading point
- Arrival unloading point
- Start unloading
- After complete unloading of the vehicle
- Accident
- Malfunction of the vehicle
- Traffic jam
- Damage to goods and/or (borrowed or own) material
- Traffic control
- Illness od driver
- Elapsed loading or unloading time at the loading or unloading point, if it exceeds 60 minutes
- Similar events that could affect the duration of the transport by more than 30 minutes

provide the following information to the Client:

- Order reference number
- Status message
- Event timepoint (date, time)
- Location of the message (GPS data)
- Vehicle and trailer license plates
- Next Waypoint
- ETA at the next waypoint
- Remaining kilometres to the agreed loading or unloading point with respective ETA
- Remaining working and driving times of the assigned driving personnel
- Number of pallets (freight and non-freight)

The notification shall be made via Email (dispo@falcon-logistic.de), alternative via our Website (Statusmeldungen). If the website is unavailable, the report must be sent by e-mail to dispo@falcon-logistic.de within 30 minutes of the occurrence of the event. In this case, the unavailability of the website or access shall be proven by means of a screenshot.

If the Contractor culpably fails to comply with this obligation, it shall pay a contractual penalty of EUR 25.00 for each report not made or not made in due time.

4.5.4 Case of damage
In the event of damage, the following information must also be provided within a reasonable period of time by means of a protocol (if known) in addition to the information specified in section 4.5.3 of these terms and conditions of purchase:

- Official license plate number and type of vehicles involved
- Place, time and circumstances of the accident or claim
- Name and address of the injured/dead
- Extent of damage
- Shipment data
- Measures taken by the Contractor
- Callback options

Insofar as the Contractor culpably fails to comply with this obligation, the Client reserves the right to deduct from the agreed remuneration a lump-sum compensation of EUR 25.00 for each report not made or not made in due time. The Contractor shall have the option of proving that we have incurred no or less damage.

Any event that could result in claims against the client must be documented immediately on site and a damage report must be completed and countersigned by the client and other parties involved, if possible. Documents and photos must be sent to the client at dispo@falcon-logistic.de with the Order-Number in the subject line.
In case of an omitted, but required, notification, a deduction will be made from credit note if the Client has suffered damage.

In the event of an omitted but required notification, the costs incurred shall be offset against the credit note, insofar as the Client has suffered a loss as a result. If the costs incurred exceed the amount of the credit note, the remaining amount shall be charged to the Contractor. If transport damage occurs to the load, the contractor is obliged to document the damage, to photograph the damage and to notify the client immediately and to obtain the client's instructions.

In general, the Contractor (or its insurance company, if applicable) is liable for all damages caused by him within the scope of the execution of the order. The Contractor indemnifies the Client against all claims asserted against the Client by third parties due to such a violation. This also includes the reimbursement of costs of necessary legal representation.

In the event of damage that is expected to exceed the amount of EUR 2,000.00, the Contractor must immediately commission an expert or average adjuster to assess the damage. In case of other claims for damages, the Contractor has to obtain instructions from the Client. In addition, the Contractor is obliged to immediately provide all information that may be required by the Client or its insurer for the further processing of the claim.

Furthermore, the Contractor is obliged to inform the Client of any complaints by the recipient regarding the quality and quantity of the goods and must ensure that the recipient makes a written note of his complaints on the receipt. In the event of damage to the goods in transit, the Contractor must notify the Client immediately and obtain the Client's instructions.

4.5.5 Transhipment and payload

If the order is a full truckload, transhipments and additional loads of goods not covered by the order are only permitted insofar as this has been approved in textform by the Client. Therefore, an additional load in the case of a full truckload (FTL) is not permitted without the Client's approval. If the Contractor culpably fails to comply with this obligation, the Client reserves the right to charge the Contractor for the damage incurred.

4.5.6 Service provision by subcontractors / rental company

The Contractor undertakes not to have the service owed by him performed by a subcontractor and/or a rental company, unless otherwise agreed in text form. If such an agreement exists, the Contractor must inform the Client in text form of the name and the registered office of the subcontractor and/or rental company and obliges the respective company for its part to perform the owed service itself and to observe the requirements specified under section 4 of these General Terms and Conditions of Purchase. For each case of culpable violation of this clause, a contractual penalty of EUR 1,000.00 shall be payable. The Client is entitled to claim damages above the contractual penalty against evidence.

4.5.7 Cabotage

The Contractor undertakes to observe the currently valid cabotage regulations according to the german § 17 a GüKGrKabotageV and confirms this to the Client in text form. In this respect, the Contractor assures to be the holder of a Community license and to ensure that the driver used, if he is a national of a third country, carries a driver's certificate. As a contractor who has neither a registered office nor a branch in Germany, you may carry out up to three cabotage transport operations with the same vehicle following an international transport operation to Germany after the first partial or complete unloading of the goods. The last unloading before leaving Germany must take place within seven days of the first partial or complete unloading. In the case of cabotage transports, you as the Contractor who has neither a registered office nor a branch office in Germany must ensure that proof of the international transport and each individual cabotage transport performed is carried for the duration of the transport and contains the following information:

- name, address and signature of the consignor,
- the name of your company, address and your signature,
- the name and address of the consignee and, after unloading, the signature of the consignee with the date of unloading,
- place and date of taking over the goods and the address of the place of unloading,
- the usual description of the type of goods and their packaging,
- the gross weight of the goods or any other indication of quantity,
- official registration number of the motor vehicle or semitrailer.

The evidence may be provided by means of an accompanying document or another suitable transport document, also in electronic form. The driving personnel must carry the proofs during the cabotage transport and hand them over to authorized inspectors for inspection upon request or make them available in another suitable manner. You also undertake to use only

subcontractors who comply with the currently valid cabotage regulations pursuant to the german § 17 a GüKGrKabotageV.

4.6 Technical specifications

4.6.1 Connection of telematics systems

Insofar as live tracking and/or the transmission of events via interface has been agreed, the Contractor will provide the Client with continuous read access to the telematics system of the vehicles used for the order. For this purpose, the Contractor shall grant the Client API access to the Contractor's telematics platform by providing the Client with the corresponding API access data in due time before the start of the order. Alternatively, the Contractor may provide the Client with the relevant data in a suitable exchange format, in which case the data export must occur every ten minutes. If the Contractor culpably fails to comply with this obligation, the Client reserves the right to charge the Contractor for the damage incurred.

4.6.2 Smartphone applications

The Contractor has to download and use smartphone applications ("Apps") to transmit location and status information at the client's request. All Apps used shall be downloaded free of charge for the Contractor. The Client shall pay any procurement costs, and the costs of using the App (e.g. fees charged by the mobile phone provider) has to be paid by the Contractor. The Contractor must inform the Client immediately of any technical problems concerning the App, the cell phone

and/or the mobile phone provider. Insofar as the Contractor culpably fails to comply with this obligation, the Client reserves the right to charge the Contractor for the damage incurred.

4.7 Discrimination and Code of Conduct

The Contractor undertakes to refrain from any discrimination based on race, religion, disability, age, sexual orientation or gender. The Client's Code of Conduct (CoC) must be observed at all times.

4.8 Exemption

The Contractor indemnifies the Client against all claims asserted against the Client by third parties due to a violation of the specifications described in clause 4. This also includes the reimbursement of costs of necessary legal representation.

4.9 Minimum wage

The Contractor undertakes to comprehensively observe and comply with the statutory provisions on minimum wages. The same applies to subcontractors the Contractor uses to perform the transport order. He undertakes in particular

- in any case to pay the currently valid statutory minimum wage to his employees and, to the extent required in individual cases, contributions to a joint institution of the collective bargaining parties pursuant to section § 8 MiLoG (German Minimum Wage Act) and to prove this at the request of the Client through a certificate issued by an expert third party (lawyer, tax advisor, auditor) who is bound to secrecy and confidentiality,
- to fulfill all notification and documentation obligations in accordance with the MiLoG (German Minimum Wage Act),
- to keep all documents required to prove compliance with the obligations under the MiLoG (German Minimum Wage Act) for at least three years and, in the case of justified interest

of the Client, to submit and make them available at any time to an independent expert third party bound to secrecy and confidentiality to verify compliance with the above conditions,
- to control the compliance of the executing carriers and other subcontractors with these regulations.

In the event of any violations of the aforementioned rules, the Contractor undertakes to indemnify the Client against all claims of third parties and to compensate any resulting damage. This indemnification obligation applies also to all sanctions, fines or other measures or claims asserted by authorities or other organizations against the Client due to any violations of the MiLoG (German Minimum Wage Act) by the Contractor or subcontractors used by him. The indemnification obligation includes also all costs incurred in connection with the legal defense on the part of the Client.

4.10 Contractual penalty

For each case of culpable violation of clauses 4.2, 4.3.1, 4.3.2, 4.5.2, 4.5.4, 4.5.5, 4.5.6, 4.6, 4.7, 4.9, the Contractor undertakes to pay to the Client an appropriate contractual penalty, which may be determined by the Client and reviewed by the competent court about its appropriateness. Any damages to be paid shall be credited against the contractual penalty. The Client can claim damages above the contractual penalty against evidence.

5. Addendums to the EU mobility package

In addition to the explanations already made in section 4, the following is again clarified:

The Contractor assures and undertakes to comprehensively observe and comply with the statutory provisions of the german GüKG - in particular §§ 3, 5 to 7c -, the german GüKGrKabotageV, the Regulation (EC) 1072/2009, the Regulation (EC) 1071/2009 as well as the Directive (EU) 2020/ 157 in the respective valid version. The Contractor undertakes in particular

- to have a valid permit or authorization according to the german GüKG at any time of the execution of a transport for the Client and to use it according to the current legal regulations.
- to have a valid freight damage liability insurance with a minimum insurance sum of EUR 600,000 per damage event in accordance with §7a GüKG at all times during the execution of a transport for the Client and to carry proof of a valid freight damage liability insurance.
- to use drivers from third countries only if they have a valid driver's certificate according to §7b GüKG as well as Art. 5 Regulation (EC) 1072/2009 Art. 5 Annex 3 or a corresponding passport document (with valid residence permit) or any other document entitling to cross the border.
- to observe and comply with the provisions of the law regarding the sending of workers in accordance with Directive (EU) 2020/157 at all times during the performance of the transport.
- to observe and comply with the legal regulations of the GüKG, the GüKGrKabotageV, the Regulation (EC) No. 1071/2009 and the Regulation (EC) 1072/2009 as well as the agreements existing with the EEC/EFTA states or other third countries (in particular the United Kingdom) concerning the performance of cross-border transports and cabotage transports at all times during the performance of transport.

The Contractor also undertakes to instruct his driving personnel that the required documents in accordance with the GüKG, the GüKGrKabotageV, Regulation (EC) 1071/2009, Regulation (EC) 1072/2009 and Directive (EU) 2020/157 are made available for inspection during inspections by the Cient. Furthermore, the Contractor agrees on compliance with the above-mentioned regulations/rules/laws with all carriers and other subcontractors commissioned by him, to check their compliance with the regulations/rules/laws regularly and to document these checks in a meaningful manner.

In addition, the Client and the Contractor undertake to comply with the principles of the "Global Compact" ("UNGC"), the Universal Declaration of Human Rights of the United Nations and the International Labor Organization's Declaration on Fundamental Principles and Rights at Work of 1998 in accordance with national laws and practices, and to request all business partners and subcontractors to base their actions on the aforementioned principles.

In order to comply with this clause and the requirements of Section 4, the Contractor or the subcontractor used, if applicable, may use an online platform intended for compliance with these requirements. The Contractor or the subcontractor used shall independently check whether such a platform fully complies with the requirements.

6. Customer protection

During the existence of the contractual relationship with the Client and within 24 months after the end of the contractual relationship, the Contractor shall not be entitled, without the prior consent in text form of the Client, to act, directly or via third parties, for the Customer or a group company of this Customer for which he was deployed

or for which he was active in fulfilment of his contractual relationship with the Client, or to transmit to the Customer information which is or was part of the contract between him and the Client.

For each case of culpable violation of this clause, the Contractor undertakes to pay to the Client an appropriate contractual penalty, which may be determined by the Client and reviewed by the competent court with regard to its appropriateness.

7. Poaching ban

The Contractor is not permitted to poach the Client’s employees during the term of the contract. For each case of culpable violation of this clause, a contractual penalty of EUR 60,000.00 shall be paid. The Client has the right, upon proof, to claim damages exceeding the contractual penalty

8. Neutrality obligation

The Contractor has to behave neutrally towards the Client's customers (e.g. is not allowed to draw attention to competing companies). In the event of a breach of the neutrality obligation, the Contractor shall be credited for the damage incurred by the Client as a result plus a processing

fee of EUR 30.00. The Contractor shall have the right to prove that the Client has incurred no or less damage.

9. Liability of the Contractor

9.1 National road freight transport

The liability of the Contractor in national road haulage is based on the provisions of the German Commercial Code (HGB). If the Client has agreed with his customer on a higher than the statutory liability amount of 8.33 SDR/kg in the event of loss or damage to the goods, the Contractor shall be liable in the relationship with the Client accordingly, but not exceeding 40 SDR/kg.

9.2 Cross-border road haulage

In international road transport, the liability of the Contractor is based on the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR).

9.3 Liability for loading and unloading

Insofar as the Contractor or its driver carries out the loading and/or unloading, it shall not act as a vicarious agent of the Client, so that the liability in this respect shall, in case of doubt, lie with the Contractor or the driving personnel deployed.

10. Final provisions

10.1 Subsequent amendment of the Terms and Conditions of Purchase

The Client is entitled to subsequently adapt and supplement the General Terms and Conditions of Purchase with respect to existing business relations, insofar as changes in legislation or jurisdiction make it necessary or other circumstances lead to the contractual equivalence relationship being not only insignificantly disturbed. A subsequent amendment of the Terms and Conditions of Purchase become effective if the Contractor does not object to the amendment within six weeks of notification. At the beginning of the period, the Client shall expressly point out to the Contractor the effect of his silence as acceptance of the contractual amendment and shall grant him the opportunity to make an express declaration during the period. If the Contractor objects within the deadline, both the Client and the Contractor can terminate the contractual relationship extraordinarily unless the Client allows the contractual relationship to continue under the old General Terms and Conditions of Purchase.

10.2 Right of retention

The Contractor is only entitled to assert a right of retention for such counterclaims that are due and based on the same legal relationship as its obligation.

10.3 Jurisdiction

The place of business of the Client is agreed as the exclusive place of jurisdiction for all legal disputes arising from this contract, provided that the Contractor is a merchant, a legal entity under public law or a special fund under public law.

10.4 Choice of law

Unless mandatory statutory provisions to the contrary exist, German law is agreed.

10.5 Severability clause

The invalidity of individual provisions does not affect the validity of the remaining General Terms and Conditions of Purchase.

II. Privacy Policy

1. General information

Personal data collected and processed by us in the context of the conclusion and execution of the contract are used exclusively for the establishment of the contract, defining its content, implementation or execution of the contractual relationship (Art. 6 (b) GDPR). As a matter of principle, they will not be passed on to third parties. Only for the fulfillment of the contract will the data be passed on to the shipping company commissioned with the delivery, insofar as this is necessary. The payment data required for the processing of payments will be passed on to the credit institution commissioned with the payment and, if applicable, to the commissioned and selected payment service provider. Furthermore, the data required to determine real-time and forecast information (e.g. GPS data) is passed on to the companies commissioned with this. Personal data is thus only used to the extent necessary or insofar as we are obliged to do so by law, court order, or, if necessary, to prevent misuse contrary to the General Terms and Conditions of Purchase in a lawful manner.

2. Storage

We store your personal data after the termination of the purpose for which the data was collected only as long as this is required by law (especially tax law).

3. Your rights regarding your data

3.1 Information

You can request information about whether we process personal data about you and if this is the case, you have a right to information about this personal data and the further information mentioned in Art. 15 GDPR.

3.2 Right to rectification

You have the right to have inaccurate personal data concerning you corrected and by Art. 16 GDPR, you may request that incomplete personal data be completed.

3.3 Right to deletion

You have the right to demand that we delete the personal data concerning you without delay. We are obliged to delete them without delay, in particular, if one of the following reasons applies:

- Your personal data is no longer necessary for the purposes it was collected or otherwise processed.
- You revoke your consent on which the processing of your data was based and there is no other legal basis for the processing.
- Your data has been processed unlawfully.

The right to erasure does not exist insofar as your personal data is required to assert, exercise or defend our legal claims.

3.4 Right to restriction of processing
You have the right to demand that we restrict the processing of your personal data if

- you dispute the accuracy of the data, and we, therefore, verify the accuracy,
- the processing is unlawful, and you refuse the deletion and demand the restriction of use instead
- we no longer need the data, but you need it to assert, exercise or defend legal claims,
- you have objected to processing your data, and it has not yet been determined whether our legitimate reasons outweigh your reasons.

3.5 Right to data portability
You have the right to receive the personal data concerning you that you have provided to us in a structured, common and machine-readable format and you have the right to transfer this data to another controller without hindrance from us, provided that the processing is based on consent or a contract and the processing is carried out by us with the help of automated processes.

3.6 Right of withdrawal
As processing your personal data is based on consent, you have the right to revoke this consent at any time.

3.7 General and right of appeal
The exercise of your above rights is free of charge for you. In the event of complaints, you have the right to directly contact the supervisory authority responsible for us under data protection law.

4. Credit assessment by Creditreform
For the purpose of deciding on the establishment, execution or termination of a contract, we carry out a check of the risk of non-payment on your part by means of the service provider Creditreform Dortmund Scharf GmbH & Co. KG, Phoenixseestr. 4, 44263 Dortmund ("Creditreform").

In this process, probability values regarding your future payment behaviour are collected and processed. In order to calculate these probability values, personal data (e.g. name, address, e-mail address, telephone number) may be used in addition to your company name and the corresponding address, which we transmit to Creditreform.

The collection, storage and transfer is carried out on the basis of Art. 6 (b) GDPR for the purpose of fulfilling the contract and also on the basis of Art. 6 (b) GDPR for the purpose of pre-contractual measures at the request of the data subject.

Information regarding data protection at Creditreform can be found at: https://www.creditreform.de/dortmund/datenschutz

5. Responsible office / contact for data protection

To contact us regarding data protection, please feel free to use the following contact options. Responsible person in the sense of the GDPR:

FALCON Logistics Solution GmbH
Antonio-Segni Straße, 4
44263 Dortmund
Germany

Email: info@falcon-logistic.de
Phone: +49 231 6285303 - 30

ANNEX A

Trailer rental contract

for a Falcon-semi-trailer of the Client

a) The Client provides the Contractor a semi-trailer (hereinafter referred to as "*trailer*") for transports. The Contractor carries out the transports on behalf of and in the Client's name. The trailer rental cost is 1.150 €/month.

b) The Contractor is liable for all damage caused to the trailer while it is in the Contractor's care and exceeds normal use or wear and tear, provided that the Contractor is responsible for such damage. The Contractor's liability is limited to 2,500 € net. In the event of improper use or failure to report damage, the deductible of 2,500 € net does not apply.

c) The Contractor agrees that the survey reports will be prepared and any repairs will be carried out only by authorized repairers of the Client. The rent is calculated monthly.

d) The Client confirms that any repair costs will only be charged to the Contractor on a time and material basis, while the Contractor confirms that he accepts the authorized repairers of the Client as a cost-neutral and reliable appraisal and repair partner.

e) The Client is liable for tire damage caused by normal use. The Client bears the costs for tires and service.

f) The Client is also responsible for all maintenance and service costs. As soon as the driver notices during the daily visual inspection of the train that the main inspection and/or a safety inspection of the trailer is due, the client must be informed of this immediately so that an appointment can be made to carry out the main inspection / safety inspection.

g) The Contractor confirms that he or his drivers conduct a visual inspection for the trailer at the start of each journey. The Contractor must report any damage or defects to the Client immediately after becoming aware of them. Repair costs incurred because the Contractor has not complied with this obligation are charged to the Contractor.

h) The trailer shall be handed over to the Contractor in perfect condition.

i) The Contractor is not allowed to depart with the trailer in the event of unexplained damage.

j) Subsequent complaints of which the Contractor was already aware but which he culpably failed to report to the Client will be rejected by the Client or the authorized repairers.

k) Damage caused by third parties, such as other road users or loading and unloading personnel, must be clarified by the Contractor. Since in such cases it is a matter of traffic law and not freight law, the Contractor or his driver who operates/drives the truck is responsible. In such cases, the Client is not involved (not even in court), unless there are indispensable legal requirements to the contrary.

l) The Client reserves the right to demand an appropriate deposit for the rental.

m) The agreed rental period is based on the existence of the framework agreement of the parties together with the annexes.

n) The Contractor may not sublet the trailer. Furthermore, he may only use it in combinations approved by the manufacturer (manual must always be observed, if available). The trailer must also be handled carefully and properly, operated correctly and by following the specifications.

o) When handing over and taking back the trailer, a handover or return protocol must be completed in full and signed, if necessary. These two protocols are part of the trailer rental contract.

p) If the trailer is destroyed through the Contractor's fault or if it is foreseeable that its use will be restricted or rendered impossible by a circumstance for which the Contractor is responsible, the Client may refuse to provide replacement rental items. Termination by the Contractor according to § 543 (2) 1 of the German Civil Code (BGB) is excluded in this case.

q) The provision of § 545 of the German Civil Code (BGB) shall expressly not apply. If the Contractor does not return the trailer to the Client after termination of the General Agreement or does not return it at the agreed time, the Client is entitled to demand a usage fee for the period of retention exceeding the term of the agreement. Any further claims for damages on the Client's part remain unaffected. An extension of the rental period is only possible with the Client's express consent in text form. The authorization to use the trailer only extend to the period of the existence of the General Agreement. A continuation of the use after the expiration of this period does not lead to an extension of the rental period, even without express objection by the Client.

r) The Contractor undertakes to return the trailer to the Client after termination of the General Agreement, cleaned and in a recorded condition (according to the handover protocol used, if applicable), unless otherwise agreed. If the trailer is not or insufficiently cleaned upon return, the actual cleaning costs incurred will be charged.

s) The Contractor must insure the trailer against loss, theft, damage or accidental destruction.