

1. GENERAL PROVISIONS

1.1 Scope of application

These General Terms of Business apply to all agreements on the performance and provision of national and international cross-border transport, forwarding and storage services and orders, as well as any additional services in business transactions, unless stipulated otherwise by law. They also apply to agreements of the same kind to be concluded between the Parties in the future. These General Terms of Business do not apply to consumers.

The terms of business of our contractual partner (the "Customer") shall not apply, unless LPR has expressly agreed to them.

1.2 Establishment of agreements, term of contract, termination

Agreements between LPR and the Customer are established by the acceptance during the commitment period of an offer made by LPR with the following conditions based on a particular product. LPR products include: Night-time express, day-time express and storage.

The Agreement is in effect for an indefinite period of time. It can be terminated by either Party with a one-month term of notice as of the end of each month. Both Parties' right to terminate the Agreement for good cause as per § 314 German Civil Code (BGB) remains unaffected by this.

1.3 Price adjustments / price changes

The prices are automatically adjusted every 12 months as of closing the Agreement and then in an annual 12-month cycle based in minimum on the development and consumer price index for other goods and services. The applicable value in question is based on the monthly value of the current year in comparison with the monthly value of the previous year and can be seen at the following link of the Federal Statistical Office:

https://www.destatis.de/DE/ZahlenFakten/GesamtwirtschaftUmwelt/Preise/Verbraucherpreisindizes/Tabellen/_VerbraucherpreiseKategorien.html?cms_gtp=145112_list%253D2%2526145118_list%253D3&https=1

In case of unforeseen or unusual cost increases which are based on amendments to laws, other standards under public law or other influences (such as an increase in the statutory minimum wage, increase in mineral oil or vehicle tax, road tolls, prices of external service providers), the Parties will engage in negotiations on adjusting the prices. If there are any currency fluctuations to be factored in, the exchange rate which was valid at the time the respective agreement was concluded shall apply, so that in case of deviations, the rates offered can be changed in the same proportion as of the next invoicing. LPR is entitled to an extraordinary right of termination with a term of notice of 1 month if an agreement on new prices is not reached in the scheduled price negotiations within one month of the request to initiate price negotiations.

1.4 Right of settlement, set-off and retention

LPR invoices the services rendered on a weekly basis. Invoices from LPR are immediately due for payment in full. The assertion of a right of retention or set-off with any potential counterclaims of the Customer is excluded, unless said counterclaims are synallagmatically bound to the principal claim being set off, or the counterclaims are legally established or expressly acknowledged by us. The Parties shall agree upon an additional remuneration for services which are not included in the order or which deviate from the specification of works. If this takes place, these services will be calculated based on time and expenses. If the Parties are unable to reach an agreement, the usual remuneration can be billed by LPR.

1.5 Data protection

LPR is entitled to process and save data which we receive from our customers in the scope of the business relationship in accordance with the provisions of the Federal Data Protection Act and the General Data Protection Regulation.

1.6 Territorial exclusions

Transport times and standard delivery times which we have offered, agreed upon or agreed to do not apply to the following postal code areas and must be agreed upon separately for them:

Postleitzahlengebiete											
von	bis	von	bis	von	bis	von	bis	von	bis	von	bis
15828	15828	17440	17440	18442	18442	18586	18586	25846	25849	27483	27499
17321	17322	17449	17449	18445	18445	18609	18609	25859	25859	82481	82481
17328	17329	17454	17454	18546	18546	23729	23729	25863	25863	83256	83256
17373	17373	17459	17459	18551	18551	23769	23769	25869	25869	83471	83471
17375	17375	18181	18181	18556	18556	23999	23999	25899	25899	83486	83486
17406	17406	18230	18230	18561	18565	24395	24395	25923	25999	87561	87561
17419	17419	18347	18347	18569	18569	24404	24404	26453	26486		
17424	17424	18374	18375	18573	18574	24494	24494	26533	26579		
17429	17429	18435	18435	18581	18581	24960	24960	26737	26757		

2. Conditions for transport, storage and logistics

2.1 General provisions

2.1.1 Excluded goods, prohibited goods

LPR does not accept any orders nor does it store or transport any goods relating to the following: precious metals, jewellery, precious stones, money, coins, securities, antiques, works of art, fireworks, ammunition and similar components, postage stamps or other stamps/tokens of value, unique items and goods of exceptionally high value; tender documents, living plants and animals, easily perishable goods and temperature-sensitive goods, as well as mortal remains; shipments which are subject to the transport monopoly of the post; shipments whose contents, outer design, transport or storage violate a statutory or official prohibition or would require special equipment, safety measures or authorisations; shipments in the scope of international air freight whose contents are subject to transport exclusion or special requirements of the ICAO (International Civil Aviation Organisation), IATA (International Air Transport Association) or a competent authority or other organisation. LPR deems exceptionally high value to be at hand if the value of the goods amounts to at least 5 times the standard statutory amount of liability as per § 431(1) Commercial Code (HGB) of 8.33 units of account for each kilogram of gross weight of the consignment.

Any losses which LPR incurs because the Customer or the freight carrier/driver transfers shipments excluded from transport to LPR are to be compensated for by the Customer, unless LPR or the freight carrier/driver knew or could have and must have known that the Customer was transferring goods/shipments excluded from transport. If LPR is transferred goods excluded from transport for the purpose of transport, LPR's liability is excluded, unless LPR must have known that it was transporting goods excluded from transport.

2.1.2 Hazardous goods and substances

The storage of goods which are covered by the Hazardous Substances Ordinance (GefStoffV) as well as the Technical Regulations for Hazardous Substances (TRGS 510) is excluded.

The transport of goods which constitute hazardous goods as defined by national or international regulations on hazardous goods (such as the ADR) is only permissible upon prior agreement and order placement with LPR in accordance with the limited volumes specified in the regulations. An agreement on the transport of such goods shall not be established if the Customer does not declare the shipment to be hazardous goods as defined by the national and international hazardous goods regulations in the order placement. The Customer is obliged to comply with the applicable ADR packaging regulations, create an ADR transport document, announce the shipment and create a written instruction. The Customer shall ensure separate transfer of packages (hazardous goods) and documentation to LPR or the commissioned freight carrier/driver. A transport document about the total quantity of the packages loaded with specifications on the limited quantities (LQ) is to be given to the driver (separate document or clear statement on the consignment note; minimum specifications: sender, recipient, date, total weight of the LQ transferred). Furthermore, the packages with hazardous goods and information on the hazardous goods must be provided separately to LPR or the freight carrier/driver of LPR. The packages must be marked in accordance with the current standards. LPR assumes does not make any delivery time guarantee when transporting hazardous goods. A closable deposit site must be available for hazardous goods. If this is not the case, the hazardous goods will be returned to the LPR branch and stored at the Customer's expense until a new, billable delivery arrives. If these requirements are not complied with, then LPR is entitled to refuse to transport the shipment and send it back to the Customer without further notice in exchange for reimbursement of costs.

2.2 TRANSPORT

2.2.1 General transport provisions

2.2.1.1 Conditions of the goods, duties and documentation

All packages are to be wrapped in film and packed on pallets and provided in ready-for-collection condition.

The Customer shall package the transport goods in a manner conventional and suitable for transport and handling. Unless otherwise agreed upon, loading shall be conducted by the Customer and unloading shall be conducted by LPR or the commissioned freight carrier/driver. Instructions are to be given in good time.

The Customer shall provide the data necessary for transport (address, weight, barcode number, transfer point number) in good time. If the data are not on hand in good time, LPR may refrain from transport; in any case, any additional expenses caused by this are to be covered by the Customer. If the shipment data are not transmitted, the Customer will be billed for any expenses incurred by manual data recording. The Customer shall mark all packages with clearly legible information on the sender and recipient and any marks for handling. Old markings should be removed. Every package is to be given shipping documentation provided by LPR and/or coordinated upon with the Customer and approved by LPR. This includes the Customer applying LPR's own barcode or a barcode readable by LPR or the freight carrier/driver. Transport goods not provided with a barcode label readable by LPR or without a label are excluded from transport. LPR may sort them out of the transport process and return them to the Customer in exchange for reimbursement of expenses and at the Customer's risk, unless LPR or the freight carrier can apply a label to the shipment/package itself based on clearly identifiable shipment data received by other means. The costs incurred by this shall be covered by the Customer. The Customer is obligated to include the necessary accompanying documents with every transport good, fill them out properly, and provide any additional information which may be necessary without delay.

The goods must be packaged in individual boxes and/or reusable containers in such a manner that they cannot be damaged during transport and handling when stowed and secured properly and so that they do not pose any danger to other goods and/or means of transport.

The weight limit is 30 kg per package; maximum combined dimensions per package: 3.30 m. Packages with dimensions or weight exceeding the limit can only be collected with advance announcement and only in daytime shipping. LPR may refuse to accept oversized packages which are insufficiently packaged or marked or which were not announced in a proper or timely fashion. If these requirements are not complied with, then LPR is entitled to refuse to transport the shipment and send it back to the Customer without further notice in exchange for reimbursement of costs.

2.2.1.2 PUDOs in night-time and daytime express

The same conditions apply if goods are delivered to PUDO (Pickup & Drop-Off) stations. LPR's liability ceases upon documented transfer to the commissioned stations. LPR may be requested for a list of station locations. Before using PUDOs, the Customer must define the type of shipping to the PUDOs on a one-time basis:

a) PUDO is firmly assigned to the recipient

In this option, a pick-up point is firmly assigned to a recipient. All goods are delivered to the address saved for the recipient in question. In this case, the fixed PUDO must be visible on every shipping sticker on each package for allocation purposes. We recommend using the line below Name2 to do so. The LPR may allocate a location, including distance to place of residence and travel time, to each recipient and provide it in a table.

b) All recipients can access all PUDOs (Dynamic Dispatch)

This option provides high flexibility, since it provides all goods collection-ready for all recipients. (This is an advantage in case of illness or dispatch at short notice). A drawback is that tracking the package to a clearly identified recipient is not available. In this case, LPR shall only provide the tracking data for the package which the Customer sent to the PUDO station in question.

If shipment to a PUDO was carried out, it is mandatory to place a return sticker in an envelope on the outside of the package so that the station can return the goods which are not picked up by the recipients. These stickers should be placed in the envelope so that they are concealed (face down) in order to prevent mix-ups in the delivery process. LPR will bill the Customer for any costs incurred by failure to observe this rule.

2.2.1.3 Reporting and communication

In LPR night-time express, every transfer point has one transfer barcode per recipient. The LPR delivery driver scans the barcode for the transfer point first and then scans the packages for the recipient. A status code is allocated to every scan event in the LPR system. (For example: SC 01 for a proper delivery). These status codes are available in LPR's Track & Trace for reports or for escalation management. Direct Excel download and various filter functions are provided in LPR's Track & Trace. The dispatch data are available on the internet in Track & Trace. In addition to the reporting tools from Track & Trace, LPR will transfer every morning a service report to a group of E-mail participants to be named. A monthly or quarterly report will be prepared according to expenses and labour. If LPR delivers goods to PUDO stations, LPR shall assume any tracking data which may be on hand from the station as an additional service in LPR's tracking, if the data are on hand at the station.

In LPR daytime express, LPR creates a bill of delivery for every order. If collections have been ordered, LPR will also prepare return stickers. In the case of services, handling instructions will be prepared in cooperation with the Customer. The Customer is responsible for checking to make sure the handling instructions are correct. All documents (bill of delivery, return sticker and handling instructions, if applicable) will be given to LPR's driver and transferred to the driver's scanner at the same time. Status codes are automatically assigned for each process, and entered by hand if necessary. Deviations are documented. The information about the packages to be picked up or delivered are displayed on the scanners. The recipient of the goods or the sender of the goods to be picked up confirms LPR's service with a signature.

2.2.2 Night-time express

2.2.2.1 Delivery and collections

Night-time express recipients in Germany are generally – without guarantee – supplied before 07:00 the next morning (incl. on holidays during the week as well as delivery on Saturday) and therefore usually when the recipients are absent. Deviations from the regular delivery times as well as acceptance of delivery deadline guarantees are only possible upon prior agreement. Deliveries on holidays will only be made if the goods were picked up from the sender between Monday and Friday. Holidays which fall on Sundays are excluded. Shipments are delivered in such a manner that LPR hands them over to the recipient or, in his absence, leaves them at a location determined by the Customer or recipient. This determination must be made in written form.

If this is not a sufficiently large, theft-proof depot which is not accessible to unauthorised third parties, then the shipment shall be delivered by placing it at another location to be specified by the Customer or recipient in at least text form. The custody of LPR or its agents over the goods or shipment ends with the placement of the goods or shipment at the agreed deposit site. If such a location is not named as a deposit site, then LPR shall be entitled to refrain from making the delivery. In the latter case, returning the shipment to the LPR's nearest depot or to the Customer, as well as each additional delivery attempt shall be at the Customer's expense.

2.2.2.2 Returns

Return shipments are redeemed upon delivery or upon prior announcement. The term for return shipments is generally 48 to 72 hours as of handover. The return shipments are taken back at the aforementioned collection site by the first vehicle, combined with the daily collection. If the return volume to be taken back exceeds the capacity of this vehicle, LPR will deliver the further returns with an additional vehicle for a fee. LPR's provisions regarding the condition of the goods, goods excluded from transport and hazardous goods shall apply.

All potential senders of returns will be given orange return labels (R-labels) from LPR for a fee. Cross-shipment labels (Q-labels) are provided for a fee for cross-shipments, e.g. from vehicles of service technicians. The labels are allocated to the sender in question. All movements of goods are displayed accordingly in LPR's Track & Trace. In the case of cross-shipments, the sender makes a note of the LPR customer number of the recipient on the Q-label. LPR then enters these packages into the LPR night-time express system so that previous delivery to the Customer will not be necessary.

2.2.3 Daytime express

2.2.3.1 Delivery and collections

Deliveries or collections in daytime express are made Monday through Friday, generally between 8:00 and 17:00. Deliveries or collections on Saturdays are generally made between 8:00 and 12:00 by agreement and for a surcharge. No deliveries or collections are made on Sundays or holidays.

Deliveries or collections are made to or at the recipients or other persons who can, based on the circumstances, be assumed to be authorised to accept the shipments. In particular, these include any person present in the business or household of the recipient. If goods cannot be delivered or collected (e.g. the customer could not be found), then LPR will inform the Customer and request a new appointment to be made. If recipients cannot be found when a delivery is made or collection is not possible, then 3 further delivery / collection attempts will be made, each for a fee. LPR customer service will then request a further instruction via E-mail. Until a response is received, LPR will keep the undeliverable package in secure storage. Storage expenses shall be covered by the Customer. LPR assigns a tracking code for every package in the process. If collections have been ordered, LPR will consider the order to have been completed after the third billable collection attempt. The Customer may have to place a new order with LPR. LPR's provisions regarding the condition of the goods, goods excluded from transport and hazardous goods shall apply. The term for return shipments is generally 48 to 72 hours as of handover – without guarantee. All packages shipped back to the Customer are wrapped in film on a pallet so that the LPR driver can unload the goods with a forklift provided by the Customer. Liability is transferred when the Customer signs the container lists provided by LPR (list per pallet with the individual bar codes of the return package)

2.2.3.2 Services in daytime express

LPR offers special services in daytime express upon separate agreement.

LPR offers the following services in daytime express depending on the agreement:

Delivery "Easy"

Day 0: Order acceptance. Day 1: Delivery "free place of use" / unpacking and placement if necessary / filling out accompanying documents / Customer signature / disposal of packaging if necessary

Delivery "Tech"

Day 0: Order acceptance. Day 1: Delivery "free place of use" / unpacking and placement if necessary / installation incl. commissioning, which must be coordinated in advance between LPR and the Customer / filling out accompanying documents / Customer signature / disposal of packaging if necessary

Pickup "Easy"

Day 0: Order acceptance. Day 1: Ready-for-sending collection of packages provided / filling out accompanying documents / labelling (return label) / Customer signature / return shipment

Pickup "Tech"

Day 0: Order acceptance. Day 1: Deinstallation and collection of components, which must be agreed upon by LPR and the Customer in advance / packaging of deinstalled devices, if necessary / filling out accompanying documents / labelling (return label) / Customer signature / return delivery

SWAP "Easy"

Day 0: Order acceptance. Day 1: Delivery "free place of use" / unpacking and pick-up of already deinstalled devices / filling out accompanying documents (electronically via scanner) / labelling (return label) / packaging of unpackaged goods, if necessary / Customer signature / return delivery

SWAP "Tech"

Day 0: Order acceptance. Day 1: Delivery "free place of use" / unpacking, placement and installation, incl. commissioning, which must be coordinated between LPR and the Customer in advance / Deinstallation and collection of components, which must be agreed upon by LPR and the Customer in advance / packaging of deinstalled devices, if necessary / filling out accompanying documents (electronically via scanner) / labelling (return label) / Customer signature / return delivery

2.3 STORAGE

2.3.1 Warehouse operations / incoming goods

LPR shall render storage and potentially other additional services for the Customer upon being commissioned to do so. LPR takes the goods over from the customer at the warehouse and puts them in storage.

2.3.2 Outgoing goods

As a rule, outgoing goods shipments are prepared by LPR as quickly as possible. Orders for stocked items which LPR receives after 13:00 are generally prepared for shipping on the next business day. LPR generally prepares goods which are not in stock for shipping during the next business day after the goods are received by LPR. The goods are picked by LPR and packaged according to the relevant order and sent based on the previously agreed transport service.

3. LIABILITY AND INSURANCE

3.1

LPR's liability for national freight, forwarding and storage contracts is based on the General German Freight Forwarding Terms and Conditions (ADSp), Version 2017. **LPR refers to the liability provisions of the ADSp (Sections 23 and 24). In Section 23, these deviate from the standard statutory liability sum for damage to goods amounting to 8.33 SDR/kg as per § 431 HGB and limit the liability per damage case to € 1.25 million or 2 SDR/kg and to € 2.5 million or 2 SDR/kg per damage event, depending on which sum is greater. In the case of multimodal transport including sea transport, the standard sum of liability is limited to 2 SDR/kg.** The CMR regulations take precedence in the case of cross-border transports. If the Customer has left the depot key to LPR in order to render a night-time express service, then a limitation of liability of € 250.00 per damage case shall apply to losses of keys, unless the conditions for qualified fault are at hand.

3.2

For other services outside of freight, forwarding and storage legislation, LPR assumes liability for wilful misconduct, gross negligence as well as breach of cardinal duties. In the case of breach of cardinal duties, LPR's liability is limited in sum to damages typical of the contract which were foreseeable upon conclusion of the Agreement. The unlimited liability of LPR for damages from harm to life, limb or health remains unaffected.

3.3

LPR has the necessary insurance policies pursuant to § 7a Road Haulage Act (GüKG).

3.4

Until the Customer sends a message to the contrary, LPR shall treat the Customer as a waiver customer with respect to the conclusion of a goods insurance policy, i.e. the Customer shall cover all necessary insurance policies itself. Due to the statutory and contractual liability limitations, LPR explicitly advises the conclusion of an adequate transport insurance policy.

Separate transport insurance policies can be covered by LPR upon agreement and approval of the insurer.

3.5

If storage has been agreed upon, LPR undertakes to insure the goods in storage against damage from the risks of fire, lightning, break-in and theft, storm, hail and mains water up to EUR 1,000,000.00. The Customer is obligated to inform LPR if the value of the goods in storage differs from this. LPR will bill the Customer for any insurance costs which exceed this sum.

4. FINAL PROVISIONS

4.1 Additional application (latest Version)

The General German Freight Forwarding Terms and Conditions (latest Version) shall apply in addition to and subordinate to these General Terms of Business.

4.2 Other agreements, written form, legal venue

Additional agreements as well as other amendments, addenda and rescissions of provisions of these Terms must be made in written form. This also applies to the rescission of this written form clause itself. § 305b German Civil Code (BGB) remains unaffected by this. Should individual provisions of these Terms be or become invalid or ineffective, the validity of the remaining provisions will not be affected. The Parties undertake to replace the invalid provisions with other, valid arrangements which approximate the intended business purpose as closely as possible. German law shall apply as long as no mandatory statutory regulations oppose. The exclusive legal venue for any legal disputes arising from and in connection with this Agreement for businesspeople, legal entities under public law or separate funds under public law is Neuss; in the scope of the CMR, Neuss is agreed upon as an additional legal venue, but not the exclusive legal venue.

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