

Status 01/01/2024**Preamble**

The purpose of our General Terms and Conditions (GTC) is to provide us and our business partners with a common understanding of what CONTARGO stands for and how and according to which rules we deal with each other in our business relationships. The following guiding principles are particularly important to us:

- We honour our agreements;
- We do everything for our customers, provided it is sustainable and legal;
- We rectify what is not right and learn from our mistakes;
- Sustainability is our top priority.

1. General information:

- 1.1 In all the activities it undertakes, CONTARGO works on the basis of these general terms and conditions of business (Terms and Conditions) and the General Dutch Forwarding Terms and Conditions of the Netherlands Association for Forwarding and Logistics (Nederlandse Organisatie voor Expeditie en Logistiek, FENEX) deposited at the Registry of the District Courts in Amsterdam and Rotterdam on 1 May 2018 (hereinafter referred to as: FENEX 2018). For authorised storage the General Storage Terms and Conditions of the FENEX deposited at the Registry of the District Court of Rotterdam on 15 November 1995 (hereinafter referred to as: FENEX Storage GTC) shall be deemed to be agreed.
- 1.2 FENEX 2018 and FENEX Storage GTC apply as a complement and concretisation of these present Terms and Conditions. If a contradiction should arise between the individual conditions, FENEX 2018 and FENEX Storage GTC are subordinate.
- 1.3 These Terms and Conditions exclusively apply. General terms and conditions of the customer or otherwise formulated contractual conditions of the customer do not apply, even if they only contain conditions supplementary to the Terms and Conditions of CONTARGO.
- 1.4 These Terms and Conditions as well as FENEX 2018 and FENEX Storage GTC shall also apply as framework conditions for all future business with the same customer, without the necessity to point this out in each individual case.

2. Service and price bases:

- 2.1 Unless expressly agreed otherwise, the prices offered only include the services listed with regard to non-hazardous commercial goods of normal size, weight and quality and the information provided by the client. CONTARGO can increase the prices in accordance with the actual costs insofar as the information provided by the client about the goods and the services to be provided was incorrect.
- 2.2 The client is obliged to pay the applicable small water and energy surcharges.
- 2.3 If CONTARGO's costs increase or if freight charges – in particular demurrage, port tariffs and handling tariffs – taxes or fees/surcharges (such as energy cost surcharges, emergency surcharges, etc.) are introduced or increased after the conclusion of the agreement, CONTARGO is entitled to adjust the price accordingly, unless CONTARGO is responsible for the increase. This also applies to cost increases after conclusion of the contract due to changes in the collective agreements for the personnel employed by CONTARGO or its vicarious agents.
- 2.4 For repair, maintenance and assembly work on containers, swap bodies, trailers, semi-trailers and associated equipment, the prices are calculated in such a way that any incurred scrap material becomes the property of CONTARGO without remuneration. The prices offered for this work are subject to change and only become binding upon written confirmation by CONTARGO.
- 2.5 All invoices from CONTARGO are due for payment within ten calendar days of receipt without deduction in the currency stated on the invoice.

3. Commissioning of third parties:

CONTARGO is entitled to use third parties to fulfil its obligations, whereby CONTARGO is free to choose the third party.

4. Special information obligations / prohibited goods:

- 4.1 If hazardous goods – including, amongst others, substances and objects which, due to their nature, properties or condition, pose any kind of danger – or waste are to be transported/stored or handled, CONTARGO must be informed in good time in text form about the exact nature of the danger and any precautionary measures to be taken. Furthermore, the client must provide all necessary information and comply with national and international regulations.
- 4.2 Explosive goods (dangerous goods class 1 – with the exception of goods in dangerous goods class 1.4S), radioactive goods (dangerous goods class 7), infectious substances (dangerous goods class 6.2) and hazardous waste are excluded from transport/storage and handling.
- 4.3 Should the client fail to deliver or collect the loading unit with dangerous goods or waste – this also applies to bulk/piece goods – on the day of transport or within the “24-hour rule” at the terminal or fail to instruct CONTARGO to store the goods/loading unit in a suitable dangerous goods warehouse (hazardous materials warehouse), CONTARGO may
- store the goods/loading unit at the client's expense in a hazardous goods warehouse (hazardous materials warehouse);
 - unload the goods, transport them back or, if necessary, have them destroyed or rendered harmless, without becoming liable to pay compensation to the client;
 - demand compensation from the client for all necessary expenses incurred as a result of these measures.
- 4.4 In the case of temperature-controlled goods, the client is obliged to state the specified temperature with a tolerance value.
- 4.5 CONTARGO may refuse to accept a temperature-controlled consignment if the actual temperature deviates from the target temperature, taking into account the tolerance value, unless the client releases CONTARGO in writing from any liability for compliance with the temperature.
- 4.6 Upon conclusion of contract, the client is obliged to inform CONTARGO of all incidents affecting the fulfilment of the contract, such as violations of the law and official monitoring measures.
- 4.7 If the customer is in breach of his duties to provide information – also including those contained in Article 9.2 FENEX 2018 – CONTARGO may, depending on the gravity of the breach, refuse to fulfil the contract and withdraw from the contract. Damages resulting from this will be borne by the customer. CONTARGO's claim to remuneration/dead freight remains unaffected.
5. **Tank containers:**
- 5.1 To enable the safe transport, handling and/or storage of filled or empty, uncleaned tank containers, the client assumes the following obligations upon handover:
- The fittings must be closed;
 - The blind flange must be in place;
 - The protective cover of the fittings must be in the closed position;
 - The dome cover and any other possible covers must be closed;
 - Possible attachments, such as filler necks, must not exceed the outer frames;
 - Existing boiler straps must be in perfect condition and fit snugly; under no circumstances may the insulation be visible or protrude;
 - Tank containers with climbing aids require the warning sign against danger from overhead electric cables (ISO 6346). The labelling must also be affixed in the vicinity of the climbing aid.
 - Existing frames, climbing aids and step planks must not be damaged and must be in a condition that is safe for operation and transport;
 - Attachments added at a later date are not permitted;
 - Especially in the case of hazardous goods, there must be no adhesions of cargo on the outside of the tank container;
- 5.2 In the event of violations, the legal consequences of item 4.7 shall apply accordingly.

6. Installation of flexitanks

- 6.1 Insofar as contractually agreed, CONTARGO will undertake the proper installation of flexitanks.
- 6.2 Insofar as the flexitanks are not provided by the client, the flexitanks must be selected with regard to their suitability for a specific purpose on the basis of the written information to be provided by the client. The suitability test is the sole responsibility of the client.
- 6.3 The flexitank must be carefully inspected by the client before use. Complaints must be documented in writing to CONTARGO. The client must report any defects found in writing before use, but at the latest on the working day following acceptance of the container; otherwise, the flexitank will be deemed to have been handed over in perfect condition.
- 6.4 CONTARGO is not liable for the product quality of the flexitanks, nor for their defects or for consequential losses, insofar as these are caused by improper handling by the client.
- 6.5 CONTARGO's liability is limited to culpably improper installation of the flexitanks in the case of damage to goods up to the value of the goods and limited to 8.33 special drawing rights per kg of the weight affected by the damage, for direct damage that does not constitute damage to goods, up to a maximum of € 50,000.00 per claim. Item 19.6 remains unaffected by this.

7. Transport of forest products

- 7.1 In the absence of a contractual agreement to the contrary, the client must create all technical conditions necessary for the proper and safe execution of the order at his own expense and risk and maintain them throughout the entire assignment.
- 7.2 The client must obtain the consent of the owners required to drive on third-party properties, non-public roads, paths and squares and indemnify CONTARGO against third-party claims arising from unauthorised use of a third-party property on first request.
- 7.3 The client must also ensure that the ground, space and other conditions at the place of use and the access routes – with the exception of public roads, paths and squares – allow the order to be carried out properly and safely. In particular, the

client must ensure that the ground conditions at the loading/unloading site and the access routes are able to withstand the ground pressure and other stresses that occur. Information and declarations by third parties which the client uses to fulfil its obligations shall be deemed to be the client's own declaration.

- 7.4 The safe loading of the forest products into the loading units provided by CONTARGO is the sole responsibility of the client.
- 7.5 If the client violates the aforementioned obligations, it shall be liable to CONTARGO for any resulting damage. If the client does not fulfil its obligations, CONTARGO is entitled, but not obligated, after setting a deadline, to carry out the actions incumbent on the client in its place and at its expense. The client must indemnify CONTARGO in full against claims for damages by third parties arising from the breach of obligations by the client. In the event of a claim against CONTARGO under the German Act on the Prevention and Remedying of Environmental Damage the client must indemnify CONTARGO in full in the internal relationship, insofar as CONTARGO has not caused the damage intentionally or through gross negligence.
- 7.6 If the equipment used by CONTARGO is damaged at the place of loading/unloading through no fault of CONTARGO, the client is obliged to pay compensation in full.

8. Choice of means of transport:

- 8.1 CONTARGO will select the means of transport and the order in which they are used, taking into account the interests of both parties.
- 8.2 Insofar as additional costs are incurred as a result of deviating deadline agreements with the client or the recipient, in particular those for the parking of the goods/loading unit, the client must be informed of this; any costs incurred as a result shall be borne by the client.
- 8.3 The delivery of the loading units at the seaport shall be based on the specifications of the written order. If the planned ocean-going vessel is delayed, CONTARGO may, without prior notification of the client, adjust the delivery of the loading unit to the ship's delay or deliver the loading unit on the originally agreed date.

9. Weighing:

9.1 If CONTARGO additionally undertakes the weighing in accordance with the SOLAS guidelines within the scope of the order placed, the client as the charterer nevertheless remains solely responsible for the fulfilment of the obligation arising from the SOLAS guidelines. CONTARGO is not liable for slight negligence. Liability for loss of data is limited to the typical restoration costs, which are measured according to the damage that would have occurred if reasonable backup measures had been taken.

9.2 Insofar as the order placed with CONTARGO relates exclusively to weighing, CONTARGO shall be liable for fulfilment with the care of a prudent commercial agent. In the event of culpable breach of the duty of care, CONTARGO shall be liable for the foreseeable damage typical for the contract arising from this, up to a maximum amount of € 10,000. If this limitation of liability does not correspond to the foreseeable damage typical for the contract, the client must inform CONTARGO of this in writing. Should another limitation of liability be effectively agreed in such a case, this must be in writing to be effective.

10. No surveillance

CONTARGO acts with the care of a prudent commercial agent in the fulfilment of its obligations. Insofar as legally permissible and not expressly agreed in writing subject to a charge, neither CONTARGO nor its vicarious agents owe the surveillance of the goods during their ownership, nor do they owe the driving to guarded car parks during transport. This also applies in the event of a declaration of value and/or information on the type of goods by the client.

11. Information

11.1 All information provided by CONTARGO about the duration of transport, tariffs or other details is fundamentally non-binding. Booking information and any form of

promise are only binding if they have been issued by CONTARGO in writing. CONTARGO does not guarantee any fixed transit times or fixed dates.

11.2 Insofar as CONTARGO provides customs tariff information, this is non-binding and subject to change and the client or a commissioned representative is not released from the obligation to check the customs tariff numbers. CONTARGO provides all customs services exclusively in the name and for the account of the client.

12. Acceptance/return and inspection of loading units:

12.1 The client must immediately inspect the goods/loading units for external integrity and suitability for loading, in particular odour contamination, and, if necessary, give written notice of defects. Should such a complaint not be made, CONTARGO shall not be liable for any damage to the load that occurs as a result of such defects in the loading unit present at the time of loading. Empty loading units must be returned in a roadworthy condition and free of residues at the agreed place and time. In the event of non-compliance, the client shall bear the resulting costs, including the costs of remedying defects and loss of rent.

12.2 The client must hand over the goods/loading units to CONTARGO in a condition that is safe for operation/traffic and in compliance with legal provisions and technical regulations. On acceptance, CONTARGO is only obliged to carry out a visual inspection for obvious defects at the accessible points. Any further detailed inspection – especially in the case of tank containers – requires the agreement of the parties.

12.3 The client must ensure that the loading units are handed over to CONTARGO properly closed and, in the case of loaded loading units, sealed.

12.4 CONTARGO is not obliged to check seals at the interfaces and to document irregularities without a written agreement for which a fee is payable.

12.5 CONTARGO can check the contents of loading units insofar as there are indications that the information given in the accompanying documents is incorrect, the correctness of the information is not proven by documentation or a seal is damaged. The resulting costs shall be borne by the client.

13. Acceptance/delivery of the goods:

- 13.1 Insofar as the loading unit is loaded by CONTARGO or its vicarious agents, acceptance is deemed to be the time at which loading of the loading unit onto the means of transport initially used begins; loading begins with the connection between the loading device and the loading unit.
- 13.2 Insofar as loading is carried out by the client or its vicarious agents, the time of proper placement of the loading unit on the means of transport initially used shall be deemed to be acceptance; placement is completed as soon as the loading equipment and loading unit are separated.
- 13.3 If the loading unit is to be loaded with goods after loading, acceptance of these goods is deemed to have taken place when loading, closing and sealing of the loading unit is completed by the client and the loading unit is taken over by CONTARGO.
- 13.4 The client must ensure that the loading units are removed from the unloading/receiving area in the order determined by CONTARGO. If this is not done and CONTARGO is not responsible for the reasons for this, CONTARGO is entitled to transfer the goods/loading units in whole or in part to other inland waterway vessels, to lighten or discharge them and/or to store them on land, insofar as this appears necessary in the circumstances or in the interests of CONTARGO or other parties involved in the cargo. The client is liable to CONTARGO for the additional costs incurred as a result. If third parties involved in the loading of other loading units suffer damage, the client is obliged to indemnify CONTARGO against the claims of the third parties involved in the loading when first requested to do so, unless CONTARGO is responsible for this.
- 13.5 Insofar as the unloading of the loading unit is carried out by CONTARGO or its vicarious agents, delivery is deemed to be the time of the end of the proper unloading of the last means of transport used; unloading is completed as soon as the loading device is separated from the loading unit.
- 13.6 If the loading unit is unloaded by the recipient or its vicarious agents, delivery shall be deemed to have taken place at the time when unloading begins from the last

means of transport used; unloading shall begin when the connection between the loading device and the loading unit is established.

- 13.7 If goods are to be unloaded before the loading unit is unloaded, delivery of these goods shall be deemed to have taken place when the loading unit is made available for unloading, at the latest when the doors of the loading unit are opened.
- 13.8 The client may load the loading unit itself (or have it loaded) onto the initially used means of transport or the recipient may unload it (or have it unloaded) from the delivering means of transport. In doing so, the regulations and instructions of the carrier must be observed. The consequences of defective loading and unloading shall be borne by the client, unless they are due to incorrect instructions by the carrier.

14. Waiting times:

- 14.1 Collection and delivery of the goods/loading units shall take place in accordance with the timetable or individual agreement. Waiting times for which CONTARGO is not responsible shall be charged to the client. Waiting times are all times that exceed the individually agreed free loading/unloading time at a terminal or loading point or if a waiting time appropriate to the respective means of transport and the circumstances is exceeded. The waiting time remuneration is paid in accordance with the waiting time agreement within the respective tariff agreement per loading unit to be transported for each individually agreed time interval.
- 14.2 Upon arrival at the loading or unloading point, CONTARGO must notify the consignor or recipient of its readiness for loading/unloading and document the time. Should there be indications that loading or unloading cannot take place within a reasonable period of time due to circumstances for which the carrier is not responsible, the carrier shall immediately notify the client and obtain instructions. If, despite all efforts, CONTARGO does not receive any instructions from the client, CONTARGO is entitled, after exceeding the maximum tolerable waiting time, to withdraw the truck from the loading/unloading point at the expense and risk of the client and to store the transported goods at a suitable interim storage facility for a fee. A waiting period shall be deemed reasonable if loading or unloading takes place within two hours of the carrier's notification of readiness for loading/unloading.

- 14.3 If, after acceptance of the goods, it becomes apparent that considerable waiting times are to be expected at the destination terminal in the seaport for reasons for which CONTARGO is not responsible, CONTARGO is entitled, taking into account the interests of the client, to proceed to an alternative terminal in the (sea)port of destination and to have the goods unloaded there at the client's risk.
- 14.4 Upon becoming aware of any disruption to acceptance at the recipient, the client is obliged to instruct CONTARGO immediately whether CONTARGO should arrange the transfer from the replacement terminal to the destination terminal in its own name and for the account of the client. The client is also obliged to inform CONTARGO of special circumstances concerning the transported goods – such as the need to connect reefer containers to a reefer station if the original order to CONTARGO does not include an obligation to maintain a certain transport temperature – or to coordinate this directly with the replacement terminal, warehouse or transshipment terminal.
- 14.5 If CONTARGO is unable to obtain the instruction within a reasonable time, CONTARGO must take the measures that are in the interests of the client. In addition to transshipment, CONTARGO is authorised, for example, to entrust the goods to a third party for safekeeping. In this case CONTARGO is liable, insofar as legally permissible, only for careful selection.
- 14.6 CONTARGO is entitled to reimbursement of the necessary expenses and to reasonable remuneration for all measures taken in accordance with paragraphs 3 and 4, insofar as the obstacle does not originate from CONTARGO's sphere of risk.
15. **Obstacles to performance:**
- 15.1 Obstacles to performance include low water in the case of inland waterway transport, for example measured at the gauge in Kaub <81 cm and/or gauge in Duisburg/Ruhrort <181 cm and/or gauge in Emmerich <31 cm and/or gauge in Cologne <195 cm insofar as the inland waterway vessel must pass this/these point(s).
- 15.2 If the seaport as receiving centre declares a stop of acceptance to CONTARGO, CONTARGO must inform the shipper of this immediately. Should CONTARGO

- have no or only insufficient capacity for the transport-related parking of loading units or should such a situation develop later that makes it necessary to transfer loading units that have already been parked so as to maintain the operational capability of the handling facility, CONTARGO shall inform the client of this and obtain its instructions. If no instructions can be obtained, CONTARGO can take further measures. In the case of storage the client expressly authorises storage with a third party. The costs incurred by these measures shall be borne by the client. The client must ensure that the temporary stay of loading units with dangerous goods on CONTARGO's company premises is kept to a minimum.
- 15.3 In the case of obstacles to performance, both parties are entitled to withdraw from the agreement. This also applies if the order has already been partially executed. If one of the two parties withdraws, CONTARGO must be reimbursed the costs that it was entitled to consider necessary or that are of interest to the client.
- 15.4 Acts of public law for which CONTARGO is not responsible shall not affect its rights vis-à-vis the client. The client is liable to CONTARGO for all consequences arising from such events. Any claims of CONTARGO against the state or any other third party shall not be affected by this.
- 15.5 For the duration of the obstacle to performance, CONTARGO may, at its own discretion
- a) either perform the transport, charging the freight agreed for the entire transport route;
- b) or withdraw from the agreement altogether and charge dead freight and have goods/containers that have already been loaded unloaded at a suitable location at the expense and risk of the client or have them stored or transported further by other means of transport. All additional costs, additional freight and expenses arising from unloading in the intermediate port, storage and onward transport shall be chargeable to the goods.
- 15.6 Insofar as goods/containers intended for export are to be transported via the seaport, the client is obliged, if applicable, to make an electronic declaration of the customs accompanying documents of the goods/containers in the export control system (or other designation of the system used by the respective seaport) in good time before the arrival of the export container or the goods at the seaport. If this is

not done, the export container or goods will not be accepted by the seaport. The resulting additional costs, such as transshipment, storage, return and other costs shall be borne by the client.

16. **Dead freight:**

- 16.1 CONTARGO is entitled to the entire remuneration agreed up to the place of destination if
- a) the client fails to deliver the goods or delivers them only partially, even after setting a reasonable grace period – dispensable in the case of fixed-date transactions;
 - b) unloading of the goods at a terminal or final consignee is requested and the transport distance is shortened as a result;
 - c) the continuation of the transport is permanently or temporarily prevented for reasons for which CONTARGO is not responsible;
 - d) the transport is only partially carried out for reasons for which CONTARGO is not responsible, e.g. the means of transport sinks or otherwise does not reach the destination;
 - e) the goods have been destroyed, lost, seized, confiscated, damaged, diminished or otherwise become worthless for reasons for which CONTARGO is not responsible.
- 16.2 Should the client withdraw from the agreement two working days before the start of the transport or should it declare that it is permanently or temporarily prevented from starting the transport, CONTARGO may charge the client half of the agreed service fee.
- 16.3 The assertion of these claims is not dependent on the means of transport being available or on the client or its vicarious agents being responsible for the inadequate performance of the contract; these claims also apply if the obstacle is the result of a breach of information obligations by the client.
- 16.4 Claims for damages and demurrage, freight surcharges and general average contributions remain reserved.

17. **Insurance of the goods:**

At the express request of the client, CONTARGO will provide separate transport goods insurance. This order must be made in writing, whereby the regulations of Article 7 of FENEX 2018 shall apply.

18. **Liability of the client:**

- 18.1 The client is liable to CONTARGO, regardless of fault, for all damage resulting from incorrect, unclear, incomplete or delayed information and/or accompanying documents, as well as from non-compliance with import, export and transit regulations or other legal regulations. Article 11.7 FENEX 2018 remains unaffected.
- 18.2 Should the client culpably fail to fulfil obligations incumbent upon it in due time, it shall be liable to CONTARGO for all resulting costs and expenses, including the provision of personnel and operating resources.
- 18.3 The client is liable for the third parties commissioned by it; this applies in particular to compliance with the operating/behavioural regulations applicable to the CONTARGO terminals.
- 18.4 If, after acceptance of the goods or containers, there is reasonable suspicion that the condition of the goods/containers may jeopardise life and limb, the environment or other property, or if this danger has already occurred, the client must, at CONTARGO's request, take immediate and effective remedial action or CONTARGO is entitled to take all appropriate and/or officially ordered measures to minimise or prevent the danger/damage. If CONTARGO is not at fault, the client must reimburse all costs and damages resulting from this.
- 18.5 In all other respects, the client is liable for any culpable breach of duty, including the fault of its vicarious agents.
- 18.6 The client will indemnify CONTARGO, its employees and vicarious agents on first demand against claims by third parties, e.g. due to customs duties, taxes and fines, insofar as CONTARGO is not responsible for the claims of third parties and/or they exceed the agreement or statutory liability of CONTARGO. The indemnity obligation also includes all sanctions such as fines or penalties imposed by authorities or organisations against CONTARGO asserted as a result of a breach

- of duty by the client. The indemnity obligation also includes all sanctions such as economic, trade or financial sanctions by states, communities of states, authorities or organisations against CONTARGO asserted as a result of a breach of duty by the client.
- 18.7 The client bears sole responsibility for ensuring that all necessary authorisations are enclosed with the goods/loading units handed over for transport. The client shall indemnify CONTARGO for all detrimental consequences resulting from non-compliance with this obligation.
19. **Liability of CONTARGO:**
- 19.1 CONTARGO shall be liable in terms of reason and amount in accordance with with Article 11 FENEX 2018, unless mandatory legal regulations exist to the contrary
- 19.2 If CONTARGO is only liable for handling, CONTARGO is only liable for negligence in the event of a breach of its obligations in the handling of goods and all related services, including handling-related interim storage. In this case, liability in the event of late delivery for proven damage is limited to a maximum of three times the handling charge, in the event of loss, damage or destruction of the goods for proven damage up to the amount of 8.33 special drawing rights per kg of the weight affected by the damage, as well as for indirect damage that is not damage to the goods, to a maximum amount of € 125,000.00 per claim.
- 19.3 The other party shall have no claim for damages or reimbursement of expenses for damage, expenses and/or delays caused by force majeure. Force majeure includes in particular, but is not limited to, natural events such as storms of 8 or more on the Beaufort scale, flooding, lightning, snow, ice, hail, particularly serious cases of theft as defined in the Criminal Code– insofar as CONTARGO has taken reasonable measures to prevent them – and other events which the party concerned was unable to avert by reasonable means. This provision also applies to transport-related and ordered storage of containers or other stored goods at the respective Contargo location.
- 19.4 CONTARGO is liable for loss, damage and destruction of loading units limited to the respective current value, taking into account the residual value.
- 19.5 omitted
- 19.6 The above limitations of liability shall not apply in the event of intent or wilful misconduct on the part of CONTARGO and its vicarious agents or in the event of injury to life and limb and in cases of mandatory statutory liability.
- 19.7 The parties also assume that the above limitations of liability correspond to the damage that is usually foreseeable for a typical contract; otherwise, the client must inform CONTARGO of this in writing. Insofar as a deviating limitation of liability is to be agreed in this case, it must be in writing to be effective.
- 19.8 The limitations of liability also apply to tortious claims.
20. **Liability regulations in favour of CONTARGO**
- CONTARGO can also claim exclusions or limitations of liability, shortening of time limits or waivers of recourse, which are agreed between the client and the recipient or between the client of CONTARGO and its customer, to the full extent permitted by law.
21. **General average:**
- 21.1 The Rhine Regulations IVR, as amended, apply to general average.
- 21.2 The general average adjustment shall be made and settled at the place to be designated by CONTARGO or by an adjuster designated by it. The entire cargo on board the ship is included in the general average.
- 21.3 The clients are liable to CONTARGO as joint and several debtors for all general average contributions attributable to their goods on the basis of the adjustment.
- 21.4 CONTARGO is entitled to demand an indemnity for these contributions and to demand an advance on costs. If the requested advance on costs is refused or not paid on time, CONTARGO is entitled to exercise a lien on the goods and loading units.
- 21.5 In all cases in which CONTARGO's liability is excluded or limited, it is also not liable for contributions to general average to be paid by the client in the event of a risk for which its auxiliary persons are responsible. The latter are not entitled to refuse payment of the contributions due to them or to invoice them against claims for damages or recourse. The right of retention of general average contributions is expressly excluded.

22. **Choice of law and place of jurisdiction**

22.1 German law shall apply to all agreements with CONTARGO.

22.2 The exclusive place of jurisdiction for all disputes with merchants, legal entities under public law or special funds under public law is Duisburg. In the case of Art. 31 CMR and Art. 46 § 1 CIM, this agreement on the place of jurisdiction applies as an additional agreement on the place of jurisdiction.

22.3 However, CONTARGO is free to sue the client at its place of residence/business.

23. **Severability clause:**

Should a provision of these GTC be or become unenforceable and/or invalid, this shall not affect the validity of the other provisions and the GTC as a whole. In lieu of the unenforceable or ineffective provision, such enforceable and/or effective provision shall be deemed agreed that comes as close as possible to the intended economic purpose. This also applies to any omissions in these GTC.