



General truck transport conditions of the K+S Group

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- 1. Contract contents.** These general transport conditions apply exclusively for truck transport for the companies of the K+S Group, in particular the K+S Aktiengesellschaft, K+S Kali GmbH, COMPO GmbH & Co. KG, esco – european salt company GmbH & Co. KG, fertiva GmbH and K+S Entsorgung GmbH; varying conditions do not form part of the contract, even if the customer does not expressly object to these conditions.
- 2. Guarantees.** The contractor guarantees that the necessary legal, technical and personnel requirements for performance of the order will be fulfilled, and that the vehicles, equipment and materials used comply with the requirements of the applicable standards and regulations.

The contractor must observe the laws, ordinances and technical regulations relevant for performance of the order, and in particular the regulations of employment law, safety at work, road traffic regulations and industrial law, and ensure the availability of the approvals necessary for performance of the order.

The contractor will ensure that the vehicles deployed, as well as the loading and unloading equipment used, are cleaned and if necessary disinfected, in keeping with the generally recognized technical regulations, such that the goods to be transported cannot be negatively influenced. The cleaning methods applied must be documented.

The contractor will ensure that the personnel used are familiar with the handling of the equipment at the customer's point of loading, and comply with the prevailing safety requirements (e.g. the wearing of safety helmets) and the load security instructions of the customer. Corresponding training of a representative of the contractor may be provided by agreement. This representative will then provide further training for the personnel used for performance of the order.

The contractor will ensure that the drivers used familiarise themselves with the contents of the accident data sheets and other accompanying documentation, and that these are carried at the prescribed locations in the vehicle.

- 3. Transport problems.** Transport problems must be notified to the customer immediately.
- 4. Transport insurance.** Transport insurance will not be taken out by the contractor.
- 5. Delivery documents.** In the case of international transport, the delivery documents or other usual transport papers must be handed over to the customer immediately. The regular receipt of export confirmations is a requirement for payment. If the corresponding delivery confirmations are not returned, payment may be withheld until these are submitted.
- 6. Freight payment.** Unless agreed otherwise, freight payments will be made by automatic bank transfer.
- 7. Liability.** The contractor is liable in accordance with the stipulations of HGB (German Commercial Code) or in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR) in the case of international transport. The liability restrictions specified here do not apply in the case of deliberate or gross negligence on the part of the contractor, his employees, his sub-contractors or their employees. For consequential damage, too, the contractor is liable, even in cases of slight negligence.
- 8. ADSp/CMR.** The "Allgemeine Deutsche Spediteurbedingungen ADSp" (version valid on placement of the order) (*general German road haulage conditions*) and the Convention on the Contract for the International Carriage of Goods by Road (CMR) also apply.
- 9. Applicable law, place of jurisdiction.** Orders are subject to German law. Place of jurisdiction is Kassel.