



TSF Transport GmbH, Großendorf 92, A-4551 Ried im Traunkreis (Austria)

Phone: +43 7588 20301 0 Fax: +43 7588 20301 685

www.tsf-ferry-terminal.eu

General Terms and Conditions

der TSF Transport GmbH

(October 2018 version)

I. General

1. TSF Transport GmbH (hereinafter referred to as "TSF") provides transport services for ferry journeys both inside and outside the European area, whereby TSF acts exclusively as an agent. TSF does not itself provide transport services, but mediates the client and the carrier. In the case of a booking by the client, the contract relating to the carriage shall be concluded exclusively between the client and the carrier. The following conditions therefore apply exclusively to the mediation activities of TSF and have no influence on the conditions under which the transport is carried out. TSF refers to the corresponding conditions of the carrier.
2. The present "General Terms and Conditions" form an integral part of all TSF's offers and services as well as all contracts with TSF. The award of the contract will
"General Terms and Conditions" part of the contract and fully accepted by the client. Written and oral deviations from these terms and conditions are only effective in individual cases if they are confirmed in writing by TSF, with the exception of consumers iSd Consumer Protection Act. Unless the present General Terms and Conditions provide for anything different, the General Austrian Freight Forwarding Conditions (AÖSp) apply in the current version.
3. All prior written or oral agreements, as well as terms and conditions contained on commercial documents of TSF's contractors, do not oblige TSF, even if TSF does not expressly object to them, even if these Terms state the validity of them as an express condition. On the contrary, the terms and conditions of its contractual partners only oblige TSF if they have been acknowledged in writing by TSF. All other agreements or ancillary agreements, including those made later, shall only take effect upon written confirmation from TSF.
4. These General Terms and Conditions shall also apply as a framework agreement for all further legal transactions between TSF and its contracting parties.

II. Definitions

"Every Fährbuchung And Any Additional benefit Is Of TSF "as agent on behalf of the principal only" Performed.

The place of performance and place of jurisdiction in all business cases is Gmunden. Invoices are payable within the agreed payment deadline, otherwise bank interest will be charged. Complaints can only be considered within 14 days from the date of issue. Insurance is only covered on special orders, payments are first counted against freight and expenses, and finally on customs duties. We work exclusively on the basis of the "AÖSP - latest version", or the "General Conditions for Carriage of goods by Sea" of the executing shipping companies. FN-Nr.: 195159z, ATU 49586407



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The terms and conditions in question and the other contractual principles shall be defined as follows, unless the meaning and purpose of the regulation clearly give rise to a different definition:

1. "Contractor" means any tsf contract and/or negotiator who commissions the carriage of goods. This is regardless of whether a contract has already been concluded or not.
2. "Carrier" means the person with whom TSF mediates the conclusion of a contract of carriage for the client.
3. "Intermediary contract" is the contract concluded between TSF and the client.
4. "Contract of Carriage" means the contract concluded between the client and the carrier as a result of TSF's mediation activities.

III. Mediation contract

1. By placing an order, a mediation contract is concluded between the client and TSF, under which the client entrusts TSF with binding orders to mediate a transport service or other service related to the performance of this service ("intermediary contract"). With the mediation order, the client instructs TSF to send him his enquiry corresponding offers of individual carriers.
2. The client is aware of this and agrees that TSF will directly increase the offer of the carriers to the brokerage commission payable to TSF and offer transport fees and brokerage commissions as a unit price.
3. All offers of TSF are to be understood as non-binding and without binding effect and only as an invitation to make a booking.
4. Bookings of the client are binding offers for the conclusion of the contract. They are binding for the client from the date of receipt with TSF. In this case, the client expressly instructs and authorizes TSF to conclude a contract of carriage with the carrier on its behalf and on its behalf on the terms of the offer.

IV. Prices, Terms of Payment

1. All prices are in the agreed currency plus statutory value added tax and can be found in the offer. TSF's activities are not subject to any

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collective bargaining agreement. The commission is based on free agreement.

2. All prices are in the absence of a written agreement to the contrary without ancillary expenses; Costs for customs duties, insurance premiums and other services shall therefore be invoiced separately in the absence of a written agreement to the contrary. The risk of price fluctuations is borne by the client.
3. TSF is entitled to increase the transport fee on behalf of the carriers if the following price components are calculated and after the conclusion of the contract increase or arise due to circumstances not attributable to TSF or the carrier: exchange rates, transport tariffs and price increases of suppliers (especially in the event of oil price increases), official fees or official charges. However, the increase in remuneration is only permissible if there is a period of more than three months between the conclusion of the contract and the commencement of the transport service. The transport charge may be increased only to the extent that it corresponds to the increase in the above-mentioned price components. TSF is obliged to inform the client of the reasons and scope of the price increase upon request.
4. If no payment date has been agreed, the payment term is 14 days from the invoice date.
5. In the event of a delay in payment by the customer, interest on arrears shall be charged in the statutory amount.
6. If the payer is granted a longer payment period separately, the payment is deemed to have been deferred (pure deferral) without affecting the due date of the claim. In the event of exceeding the separately agreed payment period, payment must be paid immediately.
7. The client is not entitled to retain services or offset them against its own claims, unless tsf has expressly acknowledged its claims in writing or has been legally established by the courts.
8. The client undertakes to reimburse dunning, collection, collection and information costs, provided that these costs are necessary for the appropriate extrajudicial collection or collection of the claim. In the event of a delay in payment, the client undertakes in particular to

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reimburse out-of-court reminder fees of EUR 5,-- (plus ust.) per reminder made and, if a debt collection office or a lawyer is called in, to bear the corresponding costs in accordance with the ordinance of the Federal Minister for Economic Affairs on the maximum rates due to the collection institutions or the general fee criteria for lawyers.

v. Obligations of the client

The customer must deliver the goods to be transported (transport vehicles) at the agreed place, at the agreed time, in a condition corresponding to the specifications of the carrier for the transport. In addition, he is obliged to provide TSF with all documents necessary for dispatch in good time. The client shall indemnify and hold TSF harmless for all damages resulting from a violation of the aforementioned obligations.

vi. Declaration/Customs

The duly declaration of the freight (in particular dangerous goods, special dimensions, etc.) is the responsibility of the customer. If the declaration is incorrect, he must indemnify and hold TSF harmless. Insurance benefits which would be due to the client shall be ceded to TSF.

vii. Compensation and other liability

1. Unless otherwise stated in these provisions, further claims of the client against TSF are excluded, regardless of the legal grounds. TSF shall only pay damages in the event of intent or gross negligence. The burden of proof that TSF acted intentionally or through gross negligence shall affect the client. In particular, TSF shall not be liable for the timely and proper performance of the carriage, the availability of the transport service at the time of booking and the provision of the booked transport service. In such cases, TSF undertakes to assign any claims against third parties (carriers, etc.) to the client at the request of the client, unless the client is entitled to act directly against these *ex contractu* due to its contractual relationship with the carrier.
2. The liability of TSF for lost profit, missing savings, indirect and defect-related or other accompanying damages as well as claims of third parties are excluded – insofar as the mandatory right does not conflict. Likewise, TSF is not liable for damages due to an operating failure or other damages and disadvantages of any kind.
3. Insofar as liability is excluded or limited, this also applies to the personal liability of employees, employees, employees, representatives and vicarious agents.

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4. TSF is dependent on the information it receives from the carriers for the information on transport services. TSF has no way of verifying this information for accuracy or completeness. TSF therefore makes no warranties or assurances to the client as to the accuracy, completeness or timeliness of this information.
5. TSF's willingness to contract is not aimed at concluding agreements with in favour of third parties within the framework of the contract concluded with the client.
6. A limitation period of six months applies to claims for compensation against TSF, regardless of the legal reason, unless this is precluded by mandatory statutory provisions.

VIII. Insurance, Accident-Grosse-Risk

1. The insurance of the transport or the goods transported is only carried out by express order and on behalf of the customer. The client must assert claims arising from insurance, in particular in connection with any transport damage, against the insurer itself; TSF assumes no liability for this - in particular for insured damages and the timely and proper assertion of insurance claims or the fulfilment of obligations as well as obligations under the insurance contract - even if TSF has concluded the insurance for the client or otherwise supported the client in this context.
2. In particular, the client must take precautions to protect itself against damage caused by the need to rescue the ship and cargo from a common threatening hazard by exceptional expenses or sacrifices, and to spread the costs of it between the ship, cargo and cargo ("havarie-grosse").

IX. Collateral and right of retention, set-off

1. TSF is entitled to establish a lien and a right of retention for all assets of the client that are or have arrived at its disposal for all claims against the client. It is not important to know why or when the claims were made.
2. TSF is entitled to satisfy its claims from maturity by set-off.

X. Cost

All costs, in connection with transfers from, to or for the client, shall be borne by the client.

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XI. Cancellation

Subject to the conditions to the contrary, the client may withdraw from the contract of carriage to the carrier, subject to cancellation fees, depending on the date of withdrawal and the conditions of the respective carrier.

XII. Privacy

The data processing is carried out in accordance with the statutory provisions. Customer data is processed for contract fulfillment and accounting. TSF is entitled to collect, store and process the personal data of the client required in the context of the business relationship. Customer data is exclusively collected, processed, used and forwarded to commissioned partners insofar as this is necessary for the execution of the order and further business relationships.

XIII. Place of performance and place of jurisdiction, Applicable law

1. For all business cases, Gmunden shall be deemed to be the place of performance, even if any handovers are made in a different place in accordance with the agreement. The competent court in Wels/Austria shall have jurisdiction over all disputes arising between us and the client.
2. All legal transactions with TSF are governed exclusively by Austrian substantive law.

XIV. Final provisions

1. Should individual provisions of these "General Terms and Conditions" or of a contract be ineffective or become ineffective, this shall not affect the validity of the remaining provisions or the remaining content of the contract. At the same time, TSF and its contractual partners undertake to cooperate in order to find a regulation that comes as close as possible to the invalid provision(s).
2. With the exception of consumer transactions, changes and additions to these "General Terms and Conditions" as well as the order or other parts of the contract, all communications of the client and consents of TSF in writing; There are no verbal ancillary agreements.
3. All rights and obligations under this contract shall be transferred on both sides to heirs and successors of the law of TSF and the client.
4. TSF reserves the right to amend these "General Terms and Conditions" at any time. The amended "General Terms and Conditions" then apply to orders and brokerage agreements concluded after the amendment of the "General Terms and Conditions". In the event of a change, TSF will bring

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the changes to the attention of the client.

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