

GENERAL TERMS AND CONDITIONS OF LUKOTRANS B.V. AND LUKOTRANS TRUCKING B.V.
VERSION OCTOBER 2024

TABLE OF CONTENTS

A. GENERAL PROVISIONS

1. Definitions
2. Scope
3. Offers, invoices and agreements
4. Confidentiality
5. Personal data
6. Indexation
7. Intellectual and industrial property rights
8. Applicable law and disputes

B. DUTCH FORWARDING CONDITIONS

9. Forwarding
10. Mandatory law

C. AVC AND SUB-MARKET CONDITIONS

11. AVC
12. Sub-market conditions
13. CMR and other mandatory law

D. APPENDICES

- I. Dutch Forwarding Conditions
- II. AVC
- III. General Ferry and Regular Barge Service Conditions
- IV. General Storage Conditions
- V. General Terms and Conditions for the Transport of Waste by Road
- VI. General Terms and Conditions for Exceptional Transport (AVET)
- VII. General Terms and Conditions for Courier Services
- VIII. General Terms and Conditions for Distribution Transport (AVD)
- IX. Terms and Conditions for Logistics Services (LS)

A. GENERAL PROVISIONS

1 Definitions

The terms in these General Terms and Conditions are defined as stated below:

- Waste: any substance, preparation or product belonging to the categories listed in Appendix I to Directive 2006/12/EC of the European Parliament and of the Council of 5 April 2006 on waste, which the holder disposes of or which the holder intends or is required to dispose of.
- General Terms and Conditions: these general terms and conditions of Lukotrans.

- AVC: the General Conditions of Transport 2002, filed with the registry of the Court in Amsterdam under number 81/2014 and with the registry of the Court in Rotterdam under number 2/2015.
- CBS: Statistics Netherlands.
- CMR: Convention on the Contract for the International Carriage of Goods by Road (Geneva 1956), as supplemented by the Protocol of 1978.
- Distribution transport: a logistics process involving the collection of goods from one or more collection addresses, whether or not to a distribution centre where the goods are transferred and grouped, and having these goods subsequently distributed to one or more delivery addresses. This also includes, to the extent agreed, the management of information exchange related to the distribution of goods.
- Exceptional Transport: transport, whether or not cabotage, involving a vehicle or a combination of vehicles, including the load transported therewith, that does not meet legally prescribed requirements with regard to width, height, length, mass or axle loads.
- Forwarding: the transport of goods, as referred to in Section 60, Book 8 of the Dutch Civil Code.
- Courier: the party that has undertaken to the client to transport a consignment as soon as possible and deliver it to the addressee, whereby the delivery time or the delivery period within which the consignment must in any case be delivered is agreed upon accepting the order.
- Logistics Services: a coherent series of activities such as transport, entry, storage and removal, stock management, order processing, order picking, preparing for dispatch and invoicing with regard to goods, as well as the related information exchange and management thereof, all to the extent agreed. This also includes additional work, i.e. assigned work that had not yet been agreed upon in the original agreement for the provision of Logistics Services.
- Lukotrans: the user(s) of these General Terms and Conditions, namely the private limited liability company Lukotrans B.V., registered in the Commercial Register under Chamber of Commerce number 57884404 and/or the private limited liability company Lukotrans Trucking B.V., registered in the Commercial Register under Chamber of Commerce number 70725055, to the extent that one or more of them are parties to the legal relationship to which these General Terms and Conditions apply.
- Dutch Forwarding Conditions: the Dutch Forwarding Conditions of 1 May 2018, as filed with the Court in Amsterdam under number 23/2018 and with the Court in Rotterdam under number 16/2018.
- Storage: the entry, storage and removal by the custodian of the goods entrusted to the custodian (the party who accepts and executes the Storage order) on behalf of the depositor (the person who issues the Storage order).

- SVA: Stichting Vervoeradres, registered in the Commercial Register under Chamber of Commerce number 41150311.
- Transport: the transport of goods by road, insofar as this does not fall under Forwarding.
- Waiting Hours: the time that exceeds the agreed time for the transport and/or loading and unloading or, in the absence of such a time specification, the time that exceeds the time that is reasonably necessary for the transport and/or loading and unloading, unless this time being exceeded is caused by the carrier.
- Other Party: the party (natural person, legal person or another entity) with whom Lukotrans enters into an agreement or with whom Lukotrans has another legal relationship.

2 Scope

2.1 All legal relationships (including, but not limited to, requests, quotations, offers, order confirmations, factual acts and agreements) between Lukotrans and the Other Party are governed exclusively by these General Terms and Conditions. More specifically, the following applies to the respective parts (A, B, C and D) of these General Terms and Conditions:

- Part A applies to all legal relationships between Lukotrans and the Other Party.
- In addition to part A, part B applies to all legal relationships between Lukotrans and the Other Party that concern Forwarding.
- In addition to part A, part C applies to all legal relationships between Lukotrans and the Other Party that relate to Transport and/or to the transport of Waste and/or to Exceptional Transport and/or to services concerning a Courier and/or to Distribution Transport and/or to Logistics Services and/or to services concerning Storage, provided that these legal relationships do not concern Forwarding.
- In the event of any conflict between the relevant provision(s) in parts A, B and C, the provisions in part A shall prevail over the provisions in parts B and C and the provisions in part B shall prevail over the provisions in part C.
- The further general terms and conditions that form part D apply to the extent that they are referred to in parts B and C, with due observance of the provisions in parts B and C.

2.2 The Other Party with whom Lukotrans has entered into a legal relationship on the basis of these General Terms and Conditions agrees, to the extent legally possible, to the applicability thereof to future and/or subsequent legal relationships between the Other Party and Lukotrans.

2.3 Any general terms and conditions applied by the Other Party that deviate from these General Terms and Conditions are expressly rejected by Lukotrans,

even if these are referred to in quotations, invoices and/or on headed paper, unless they are expressly accepted in writing by Lukotrans.

- 2.4 If any provision or part of a provision of these General Terms and Conditions is, for any reason whatsoever, fully or partially unenforceable, it shall not affect the binding nature of the remaining provisions of these General Terms and Conditions, nor shall it affect the binding nature of the remaining part of the relevant provision, or to the least possible extent only.

3 Offers, invoices and agreements

- 3.1 Regardless of the form in which they are issued, all offers from Lukotrans, under whatever name, are entirely without obligation and valid only for the duration stated in the offer. If no term is stated in the offer of Lukotrans, it applies for a maximum period of thirty days. As long as an offer from Lukotrans has not yet been accepted by the Other Party, Lukotrans may revoke the offer at any time. After accepting an offer, Lukotrans can still revoke it with immediate effect. Deviations from offers only bind Lukotrans subject to these having been expressly accepted by Lukotrans.
- 3.2 A subsequent offer from Lukotrans shall invalidate any previous offer from Lukotrans, without the possibility of deriving any rights from the previous offer(s).
- 3.3 Offers from Lukotrans are made on the basis of the availability of resources known to Lukotrans at that time and on the basis of information provided by the Other Party. Every offer from Lukotrans is based on performance by Lukotrans and (any) third parties engaged by it under normal circumstances and during normal working hours, unless expressly stated otherwise. All drawings, dimensions and weight specifications or images used in offers are only binding if and to the extent that they have been stated or accepted by Lukotrans as a basis for the price in the offer.
- 3.4 If Lukotrans deems it desirable, the Other Party is at all times obliged to cooperate, immediately on request of Lukotrans, in the (further) recording in writing or the supplementing of an agreement or other legal relationship, or part thereof (such as a deviation pursuant to Section 1102, Book 8 of the Dutch Civil Code on statutory liability), whether with or without the use of a model agreement and/or model consignment note and/or another model document that (whether or not attached) forms part of the further general terms and conditions in part D of these General Terms and Conditions.
- 3.5 If two or more parties to an agreement are the Other Party of Lukotrans, they are jointly and severally liable and Lukotrans shall be entitled to full performance from each separate party.
- 3.6 If it appears that goods have deviating dimensions and/or weights before, upon or immediately after receipt thereof, or if it appears that other essential information was not communicated to Lukotrans in a timely manner prior to the execution of the agreement, Lukotrans shall be free to refuse the order (in retrospect) or to prepare another offer. In that case, Lukotrans shall not be obliged to pay any form of compensation. This does not release the Other Party from having to pay the agreed price.
- 3.7 A price stated by Lukotrans is only all-in (i.e. including additional costs) if this is expressly stated. If Lukotrans does not provide an all-in price, it shall, if possible, specify the additional costs in advance (or at least provide an indication thereof).

3.8 All amounts stated in offers, invoices or otherwise by Lukotrans are exclusive of turnover tax (VAT), unless otherwise stated.

3.9 Invoices of Lukotrans must always be paid without discount, suspension or settlement within the payment term stated by Lukotrans on the invoice. If Lukotrans has not stated a payment term, a payment term of thirty days from the invoice date applies.

4 Confidentiality

4.1 The Other Party undertakes to maintain confidentiality of all information that it has obtained directly or indirectly from Lukotrans in the context of an offer, agreement or other legal relationship and which has been designated as confidential by Lukotrans or of which the Other Party knows or should know the confidential nature.

4.2 In the event of a violation of the duty of confidentiality, the Other Party shall forfeit an immediately due and payable fine of twenty-five thousand Euros (€ 25,000) per event, without prejudice to Lukotrans' other rights under the relevant legal relationship, including the right to claim additional compensation and/or compliance with the breached obligation(s).

5 Personal data

5.1 In the performance of its obligations under the agreement, the Other Party shall comply with all applicable legislation and regulations with regard to the protection of personal data. The Other Party is obliged to treat personal data confidentially in accordance with the General Data Protection Regulation (GDPR) and related legislation and regulations.

5.2 The Other Party does not require Lukotrans to provide any information that Lukotrans is not permitted to provide under the applicable legislation and regulations. The Other Party is responsible for the further processing of any data provided to it by Lukotrans.

5.3 The Other Party is responsible for ensuring that Lukotrans is only provided with personal data if and to the extent that the Other Party is entitled to do so and has obtained any necessary consent from the relevant persons. If so required, the Other Party shall inform a third party of any personal data recorded about him or her and of the manner in which, when and for what purpose such data is processed.

5.4 The Other Party shall only process personal data to the extent necessary for the fulfilment of its obligations under any agreement. If so required, the Other Party shall describe the following in respect of the personal data in a separate register: the subject and duration of the processing of the personal data, the nature and purpose of the processing of personal data, the type of personal data, the categories of data subjects, any transfer to third countries, any sub-processors and the manner in which the personal data are secured.

5.5 The Other Party has taken appropriate technical and organisational measures to protect personal data against inadvertent or unlawful processing. These measures ensure an adequate level of protection,

taking into account the state of the art and the cost of taking and implementing them, as well as the risks involved in the processing and the nature of the data to be protected, all this in accordance with the applicable legislation and regulations on the security and protection of personal data.

- 5.6 The Other Party warrants that it shall impose confidentiality obligations on the persons working for the Other Party with personal data relating to Lukotrans.
- 5.7 The Other Party shall not engage any sub-processors, unless the Other Party has obtained prior written consent from Lukotrans to do so. The Other Party warrants and undertakes to Lukotrans that, after obtaining the written consent of Lukotrans it shall agree with each sub-processor that the latter shall undertake to Lukotrans directly to comply with the provisions of this article, as if it were an obligation of the sub-processor towards Lukotrans itself. Without prejudice to the foregoing, the Other Party remains fully liable for compliance with the obligations of the sub-processor.
- 5.8 The Other Party shall immediately notify Lukotrans in writing in the event of a "personal data breach" as referred to in the General Data Protection Regulation ("GDPR"), whereby the Other Party shall state which personal data it concerns and which data subjects have been affected by the breach, as well as the other information that Lukotrans needs to comply with its statutory obligations. The Other Party indemnifies Lukotrans against all costs that Lukotrans incurs as a result of this breach.
- 5.9 The Other Party guarantees that it shall immediately notify Lukotrans in writing if the data subjects invoke their rights pursuant to the applicable laws and regulations with regard to personal data, so that Lukotrans can be given the opportunity to comply with these laws and regulations. The Other Party guarantees that it shall immediately notify Lukotrans in writing if the Other Party is obliged to make the processed personal data available to a third party on the grounds of a legal obligation outside Lukotrans' instructions. The Other Party shall immediately notify Lukotrans if, in the Other Party's opinion, any instruction constitutes a breach of the GDPR or any other data protection law.
- 5.10 If the Agreement between Lukotrans and the Other Party is terminated, the Other Party shall, at Lukotrans' discretion, delete all personal data received by the Other Party or return it to Lukotrans, and remove existing copies, unless retention is required under a statutory provision.
- 5.11 The Other Party shall provide Lukotrans with all information necessary to demonstrate compliance with the obligations laid down in the GDPR and to enable and contribute to audits, including inspections, conducted by Lukotrans or an auditor authorised by Lukotrans.
- 5.12 Personal data relating to Lukotrans may not be processed by or on behalf of the Other Party in a country that is not a member of the European Union, without the prior written consent of Lukotrans.
- 5.13 The Other Party shall indemnify Lukotrans against any claim against the latter by employees of the Other Party and/or Lukotrans and/or other third parties in connection with

a breach by the Other Party of the provisions of this article and reimburse any related costs incurred by Lukotrans.

- 5.14 If, in the opinion of Lukotrans, it is necessary or useful to conclude a (separate) processing agreement with the Other Party, the Other Party shall cooperate in this immediately on request of Lukotrans.

6 Indexation

6.1 The amounts referred to in Article 4, paragraph 4.2, Article 9, paragraph 9.2, fifth bullet point and Article 11, paragraph 11.3, first bullet point of these General Terms and Conditions shall be indexed annually on 1 January, for the first time with effect from 1 January 2025. This indexation takes place in line with price developments based on the change in the monthly price index figure according to the consumer price index (CPI) series services price index (SPI) commercial services and transport (2015=100), published by Statistics Netherlands (CBS).

6.2 The adjusted amounts are calculated according to the formula: the adjusted amount is equal to the amount applicable on the date of the change, multiplied by the index figure for the calendar month four calendar months prior to the calendar month in which the amount is adjusted, divided by the index figure for the calendar month sixteen calendar months prior to the calendar month in which the amount is adjusted.

6.3 If Statistics Netherlands ceases publication of the selected price index figure or changes the basis for its calculation, an index figure that is as closely adapted as possible or comparable to it shall be used instead.

6.4 Indexation always takes place by operation of law, without any notification or other action being required.

7 Intellectual and industrial property rights

7.1 The Other Party guarantees that the services to be performed and/or the goods to be supplied and/or the information to be made available by it shall not infringe the intellectual and/or industrial property rights of Lukotrans or third parties. The Other Party indemnifies Lukotrans against any third-party claim regarding a breach of intellectual and/or industrial property rights.

7.2 During the execution of any agreement, Lukotrans does not transfer any intellectual and/or industrial property rights to the Other Party. All (information contained in) offers, quotations, designs, models, images, advice, catalogues, photos, drawings, calculations, movable property, etc. originating from Lukotrans, as well as related industrial and intellectual property rights or rights equivalent thereto, are and remain the property of Lukotrans, even if the Other Party has been charged costs for their production. The Other Party is not permitted to copy these in full or in part, to issue them to third parties or disclose them and/or to communicate their content to third parties, unless Lukotrans has given its prior written consent to do so.

8 Applicable law and disputes

8.1 All legal relationships between Lukotrans and the Other Party are governed by Dutch law. Foreign and/or international laws and regulations apply to the extent that they

are mandatory for a relevant legal relationship and/or have been declared applicable in these General Terms and Conditions.

- 8.2 To the extent legally possible, the Dutch text of these General Terms and Conditions shall at all times be decisive for the interpretation thereof.
- 8.3 All disputes arising from or in connection with these General Terms and Conditions and/or an agreement and/or any other legal relationship between Lukotrans and the Other Party shall be settled exclusively by the competent District Court of Rotterdam, in that jurisdiction, unless mandatory rules on jurisdiction stipulate otherwise.
- 8.4 Any forum choices and arbitration clauses deviating from the previous article do not apply, even if they are included in the further general terms and conditions, part D of these General Terms and Conditions.

B. DUTCH FORWARDING CONDITIONS

9 Forwarding

- 9.1 The Dutch Forwarding Conditions apply to Forwarding. The text of the Dutch Forwarding Conditions is attached to these General Terms and Conditions as **Appendix I**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary.
- 9.2 The following provisions apply in addition to the Dutch Forwarding Conditions whenever Lukotrans acts as a forwarder, prevailing over these where necessary:
- If Lukotrans delivers the goods to be transported showing external damage or loss visible without the addressee or the client having notified Lukotrans of a written reservation indicating the general nature of the damage or loss upon or immediately after acceptance of the goods, Lukotrans shall be deemed to have delivered the goods in the same condition as in which Lukotrans received them.
 - If the damage or loss is not visible externally and the addressee or the client has not notified Lukotrans of a written reservation within one week of acceptance of the goods, stating the general nature of the damage or loss, Lukotrans, as above, shall be deemed to have delivered the goods in the same condition as in which Lukotrans received them.
 - If the goods are not delivered within a reasonable or agreed period without the addressee or the client having notified Lukotrans of a written reservation within one week of acceptance of the goods, stating that the goods have not been delivered within that period, Lukotrans shall be deemed to have delivered the goods within that period.
 - Unless otherwise agreed in the agreement, any costs incurred by Lukotrans in connection with customs formalities (as referred to in Article 5 of the Dutch Forwarding Conditions) shall be charged to the Other Party

(on the basis of subsequent calculation or otherwise), subject to a fifteen percent surcharge on those costs.

- The Other Party is obliged to pay Lukotrans compensation for Waiting Hours. Unless otherwise agreed in the agreement, the fee for the first hour is €0.00 and for each additional hour thereafter €70.00. This does not affect any other claims and rights of Lukotrans.
- Unless otherwise agreed in the agreement, the following applies if Lukotrans is responsible for carrying out any route survey. The costs of this survey shall be payable by the Other Party, in addition to the freight price (being the 'bare' price for transport and therefore exclude additional costs). The costs are equal to fifteen percent of the freight price.
- Unless otherwise agreed in the agreement, the following applies to any costs incurred by Lukotrans in connection with exemptions and exceptional transport escort. These costs shall be charged to the Other Party (on the basis of subsequent calculation or otherwise), subject to a fifteen percent surcharge on those costs. This includes any costs of special measures concerning the route, including, but not limited to, closing off roads, organising parking bans, putting down and removing road plates and removing and putting back street furniture, crash barriers, signs and traffic lights.

10 Mandatory law

If mandatory law applies to a legal relationship under this part B, the following applies. In that case, this part B applies in addition to that as much as possible. In the event of any conflicts, mandatory law prevails.

C. AVC AND SUB-MARKET CONDITIONS

11 AVC

11.1 If Article 12 of these General Terms and Conditions does not apply, the AVC shall apply to legal relationships regarding Transport.

11.2 The text of the AVC is attached to these General Terms and Conditions as **Appendix II**. The text of the General Ferry and Regular Barge Service Conditions as referred to in Article 20, paragraph 1 of the AVC, is attached to these General Terms and Conditions as **Appendix III**. The General Storage Conditions as referred to in Article 22 of the AVC are the sub-market conditions as referred to in Article 12, paragraph 12.1 of these General Terms and Conditions, and the text thereof is attached to these General Terms and Conditions as **Appendix IV**. The text of the AVC and the further general terms and conditions referred to therein (the General Ferry and Regular Barge Service Conditions and the General Storage Conditions) form an integral part of these General Terms and Conditions and must be deemed to be repeated and inserted herein, where necessary.

11.3 The following provisions apply in addition to the AVC and, where applicable, the further general terms and conditions referred to therein, whenever the Other Party is the sender/client, prevailing over these where necessary:

- The Other Party is obliged to pay Lukotrans compensation for Waiting Hours. Unless otherwise agreed in the agreement, the fee for the first hour is €0.00 and for each additional hour thereafter €70.00. This does not affect any other claims and rights of Lukotrans.
- Providing Lukotrans with data that are reasonably provided for the purpose of carrying out customs formalities constitutes an order to do so, unless otherwise agreed in writing. This order is accepted by Lukotrans by means of an express written confirmation or by the carrier commencing the execution of the customs formalities. Lukotrans is never obliged to accept an order to perform customs formalities.
- If Lukotrans becomes aware of data or circumstances from which it can be deduced that the client has provided incorrect and/or incomplete data and/or documents, and on the basis of which Lukotrans would not have accepted the order to perform customs formalities, Lukotrans is at all times entitled to terminate this order and to discontinue its execution, whether or not laid down in a supplementary agreement and/or authorisation, without any obligation to pay damages.
- Unless otherwise agreed in the agreement, any costs incurred by Lukotrans in connection with customs formalities shall be charged to the Other Party (on the basis of subsequent calculation or otherwise), subject to a fifteen percent surcharge on those costs.

12 Sub-market conditions

12.1 The following sub-market conditions apply to services concerning Storage: the General Storage Conditions, as established by SVA. The text of those sub-market conditions is attached to these General Terms and Conditions as **Appendix IV**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary.

12.2 The following sub-market conditions apply to the transport of Waste: the General Terms and Conditions for the Transport of Waste by Road, as established by SVA. The text of those sub-market conditions is attached to these General Terms and Conditions as **Appendix V**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary.

12.3 The following sub-market conditions apply to Exceptional Transport: the General Terms and Conditions for Exceptional Transport (AVET), as established by SVA. The text of those sub-market conditions is attached to these General Terms and Conditions as **Appendix VI**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary. The following provisions apply in addition to those sub-market conditions, prevailing over these where necessary:

- Unless otherwise agreed in the agreement, the following applies with regard to the (necessary) preliminary survey as referred to in Article 4 of these sub-market conditions, if the responsibility for carrying out that survey rests with Lukotrans. This survey is taken to mean a route survey. The costs of this survey shall be payable by the Other Party, in addition to the freight price (being the 'bare' price for transport and therefore exclude additional costs). The costs are equal to fifteen percent of the freight price.
- Unless otherwise agreed in the agreement, the following applies to any costs incurred by Lukotrans in connection with exemptions and exceptional transport escort (as referred to in Article 5, paragraph 5.2 of these sub-market conditions). These costs shall be charged to the Other Party (on the basis of subsequent calculation or otherwise), subject to a fifteen percent surcharge on those costs. This includes any costs of special measures concerning the route, including, but not limited to, closing off roads, organising parking bans, putting down and removing road plates and removing and putting back street furniture, crash barriers, signs and traffic lights.

- 12.4 The following sub-market conditions apply to services concerning a Courier: the General Terms and Conditions for Courier Services, as established by SVA. The text of those sub-market conditions is attached to these General Terms and Conditions as **Appendix VII**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary.
- 12.5 The following sub-market conditions apply to Distribution Transport: the General Terms and Conditions for Distribution Transport (AVD), as established by SVA. The text of those sub-market conditions is attached to these General Terms and Conditions as **Appendix VIII**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary.
- 12.6 The following sub-market conditions apply to Logistics Services: the LS Conditions (Conditions for Logistics Services), as established by SVA. The text of those sub-market conditions is attached to these General Terms and Conditions as **Appendix IX**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary.
- 12.7 To the extent that the previous articles have not validly deviated from this, the AVC and, if applicable, the further general terms and conditions referred to therein, also apply to the legal relationships referred to in the previous paragraphs (by analogy), with due observance of the additions/deviations in paragraph 11.3 of these General Terms and Conditions. The text of the AVC and the further general terms and conditions referred to therein (the General Ferry and Regular Barge Service Conditions and the General Storage Conditions) is attached to these General Terms and Conditions as **Appendices II, III and IV**, forms an integral part thereof and must be deemed to be repeated and inserted herein, where necessary.
- 12.8 To the extent that the previous articles have not validly deviated from this, Title 13, Book 8 of the Dutch Civil Code also applies to the legal relationships referred to in Articles 12.1 to 12.6 (by analogy).

13 CMR and other mandatory law

If the CMR, or at least other mandatory law, applies to a legal relationship under this part C, the following applies. In that case, this part C applies in addition to that as much as possible. In the event of any conflict, the CMR, or at least the other mandatory law, prevails.

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