

Terms of Service

The "General Austrian Forwarder Conditions" (AÖSp) apply in the generally applicable version under <https://www.wko.at/service/agb/Allgemeine-oesterreichische-Spediteurbedingungen.docx>, <https://www.wko.at/branchen/transport-verkehr/spedition-logistik/AoeSp-englisch-1.pdf>, <https://www.wko.at/branchen/transport-verkehr/spedition-logistik/AoeSp-englisch-2.pdf> accessible version, unless mandatory legal provisions or international agreements (e.g. CMR, MT, WA, CIM, Hague rules, etc.) conflict with them.

I. Scope of Terms and Conditions, General

- 1.1 All services provided by TPG Logistics GmbH, in particular the organization of national and international freight transport and all related services, are carried out exclusively in accordance with these General Terms and Conditions, each in the most recent version. These are used as a basis for the contracts to be concluded separately with the client. By placing an order, the client confirms that he is aware of these general terms and conditions and expressly recognizes them as part of the contract. Terms of business or other terms of business or contract of the client are ineffective.
- 1.2 Agreements of the contractual partner that deviate from the General Terms and Conditions of TPG Logistics GmbH - even only in individual points - only apply in the case of an express, written agreement and only for the individual case.
- 1.3 In the case of repeated performance or an ongoing business relationship, the agreement at the beginning of the business relationship is sufficient for the continued validity of the General Terms and Conditions, i.e. the consent given with the first order, without having to separately refer to the General Terms and Conditions again.
- 1.4 In the activity as a forwarder and/or warehouse keeper, the General Austrian Forwarder Conditions (AÖSp), the provisions of the CMR, CIM and the forwarding tariff for commercial goods, each in the latest version, apply to the performance of services in connection with the provision of services, which are available from TPG Logistics GmbH are available for inspection. In the event of contradictions with these general terms and conditions, these take precedence over the provisions of the AÖSp.
- 1.5 The applicable legal regulations also apply, in particular the Uniform Rules for the Contract for the International Carriage of Goods by Rail (CIM), in the most recent version, unless otherwise agreed separately or unless the following provisions contain any different regulations.
- 1.6 Statutory provisions of a mandatory nature restrict the scope of these General Terms and Conditions accordingly.

II. Offer and Order, Confidentiality

- 2.1 All offers made by TPG Logistics GmbH are based on the wages, rates and tariffs valid at the time the contract is concluded and on the free choice of means of transport and routes, freighters, EVUs, shipping companies and airlines by TPG Logistics GmbH. Furthermore, TPG Logistics GmbH is entitled, even if a specific means of transport is named, to use another means of transport without affecting the agreed fee, so that the orderly processing of the order is guaranteed and provided that the transport routes chosen by us are unhindered are freely usable.
- 2.2 The offers of TPG Logistics GmbH are non-binding until the conclusion of the contract and only apply if they are accepted immediately and referred to when the order is placed. The offers can be revoked by TPG Logistics GmbH at any time within the specified period. They will also be overridden by new offers. Deviating agreements require the (electronic) written form to be legally valid.
- 2.3 In the event of changes to the scope of the order that were not expressly announced when the order was placed and result in additional work for TPG Logistics GmbH, TPG Logistics GmbH is entitled to separate remuneration corresponding to the additional work. The same applies to orders placed subsequently.
- 2.4 The offers are subject to confidentiality towards third parties and must be treated as strictly confidential. Disclosure to third parties in any form without the written consent of TPG Logistics GmbH is prohibited.

2.5 The offers made by TPG Logistics GmbH apply to commercial or transport goods with normal dimensions and weights, which are packaged securely for transport and can be stacked, and are suitable for transport by sea, air and land or in groupage.

2.6 Transports that go beyond this are to be agreed on a case-by-case basis with regard to dimensions and weights.

III. contractual partners

3.1 The contract of carriage is concluded exclusively between TPG Logistics GmbH and the customer. Drivers, sub-carriers or other persons accompanying the transport have no authority to make contractual agreements on behalf of TPG Logistics GmbH.

3.2 Changes or additions to the order (also additional orders) are therefore to be agreed exclusively with TPG Logistics GmbH. Such order changes and other notifications that are not agreed with TPG Logistics GmbH but are sent to employees of the carrier, sub-carriers or other driving and accompanying personnel are not binding on TPG Logistics GmbH.

IV. Obligations of the client

4.1 The customer is obliged to inform TPG Logistics GmbH in full about the content of the shipment when the order is placed.

4.2 TPG Logistics GmbH must also be informed if dangerous or perishable goods are included or part of the shipment. The information about the transported goods is to be given directly to TPG Logistics GmbH and not to drivers, sub-carriers or other driving or accompanying personnel.

4.3 TPG Logistics GmbH is in any case entitled to immediately unload and store consignments of valuables and money, dangerous or perishable goods about which it was not informed, at the expense and risk of the customer. Changed information about the shipment of goods entitles TPG Logistics GmbH to immediately reject the (further) implementation of the entire transport.

4.4 If the transport is not carried out or no longer carried out, TPG Logistics GmbH's claim for freight remains in any case in addition to any claims for damages.

4.5 The client undertakes to comply with all applicable national and international (administrative law) provisions and to comply with the state of the art. Furthermore, the client undertakes to notify TPG Logistics GmbH in writing in good time of any prohibitions and restrictions (dual use, embargo) regarding import, export or transit of the goods to be shipped.

4.6 The customer is obliged to pack the goods to be transported properly and safely for transport, otherwise he is liable to TPG Logistics GmbH for any resulting damage, regardless of fault.

4.7 If the customer does not fulfill his other obligations and TPG Logistics GmbH incurs costs, disadvantages or damage as a result, he must indemnify and hold harmless TPG Logistics GmbH - also towards third parties - and is also liable without fault for all costs and damages, which arise due to an incorrect or incorrect description of the goods to be transported by TPG Logistics GmbH.

V. Carriage Documents

5.1 The customer, if he is an entrepreneur, is obliged to hand over to TPG Logistics GmbH all accompanying documents that TPG Logistics GmbH needs to carry out the transport and to comply with customs and other administrative regulations up to the point of delivery to the recipient.

5.2 Unless otherwise agreed separately in writing, the customer must issue a corresponding bill of lading. If it is agreed that TPG Logistics GmbH issues freight documents, such as bills of lading, air waybills, etc., TPG Logistics GmbH always acts in the name and at the risk of the customer or sender.

5.3 The client is liable for the correctness and completeness of all information contained in the consignment note and transport order. TPG Logistics GmbH is not obliged to check. In order to be able to secure the transport accordingly, the customer must attach the note "Food, feed or contact material" to the consignment note for food and feed transports or packaging.

5.4 The client is obliged to reimburse TPG Logistics GmbH for all damages and costs associated with the delivery of incorrect or incomplete documents.

5.5 TPG Logistics GmbH is entitled, but not obliged, to check whether the shipment corresponds to the information provided by the customer and whether the goods to be transported have been handed over in accordance with any applicable special regulations. If it turns out that the shipment does not correspond to the information provided by the customer, a transport obstacle occurs. The client is to be informed of this.

5.6 If the client does not immediately take measures to ensure further proper transport, the carrier is entitled to unload and store the goods immediately at the expense and risk of the client.

5.7 If the customer is an entrepreneur, TPG Logistics GmbH can also arrange for the sale of the goods in accordance with the applicable statutory provisions. In relation to consumers, TPG Logistics GmbH is not entitled to this option of sale.

5.8 The client is, unless otherwise agreed or if something deviating from the law is mandatory, responsible for the proper and timely customs processing of the goods to be transported.

- 5.9 If TPG Logistics GmbH is responsible for customs processing on the basis of a separate agreement, it acts as the direct representative of the customer in customs matters and TPG Logistics GmbH is entitled to authorize third parties to carry out customs matters. TPG Logistics GmbH is entitled, at its own discretion, to refuse to accept or execute orders for customs declarations issued by the customer, in particular in procedure 4200 in Austria, even if there is a valid framework agreement. TPG Logistics GmbH will inform the customer immediately about such a rejection.
- 5.10 The client is obligated to submit all necessary information and documents - in particular for the preparation of the bills of lading and for the implementation of customs matters - as well as any accompanying documents in full and in good time to TPG Logistics GmbH.

VI. Cargo, loading equipment, transport and dangerous goods

- 10.1 Without exception, TPG Logistics GmbH is not obliged to load and unload, nor to stow, etc. the transported goods. However, TPG Logistics GmbH carries out these tasks for the client against separate commissioning and charging. Loading and unloading processes and export and import customs clearance in truck traffic must be completed immediately.
- 10.2 In the case of self-loading (self-locking, self-sealing) by TPG Logistics GmbH, the customer is naturally not liable for securing the load or for damage caused by incorrect or poor securing of the load.
- 10.3 All loading equipment, including containers, must be returned in a clean and undamaged condition. Repairs as a result of damage to loading equipment are generally not covered by transport insurance.
- 10.4 The weights of the loading equipment are chargeable. For loading equipment that has not been returned or is damaged, the replacement value must be paid. The transports (returns) of transport packaging, outer packaging and sales packaging resulting from the packaging ordinance (VerpackVO) of the BMU can only be carried out after a separately issued transport order with separate charging according to the tariff.
- 10.5 Information about the duration of transport, customs duties, tariffs or other information and notifications are non-binding. Bookings and booking notifications as well as liability admissions and payment promises without written confirmation by TPG Logistics GmbH are non-binding. TPG Logistics GmbH does not guarantee any fixed terms and does not make any commitments for fixed dates, unless a separate written agreement has been made. Payments in the event of damage are generally made subject to their being reclaimed and do not constitute acknowledgment.
- 10.6 The handing over of dangerous goods requires an express prior agreement and the handing over of the legally required certificates. Dangerous goods are to be packaged, labeled and provided with the necessary papers by the sender for transport, handling and storage. Particularly dangerous goods, in particular goods of ADR classes 1 and 7, may only be handed over to us subject to a separate agreement.
- 10.7 When transporting dangerous goods (ADR/RID/IMCO/DGR), the client is also the sender within the meaning of the ADR-GGBG. When accepting hazardous goods in accordance with ADR/RID/IMCO, a separate order that is subject to acceptance is required.

VII. Collection and Delivery of Goods

- 7.1 Unless otherwise expressly agreed, the goods to be transported shall be deemed to have been delivered if they have been made available for unloading at the agreed and planned unloading point, to the person responsible for unloading. At this point in time at the latest, unless otherwise expressly agreed, the liability of TPG Logistics GmbH ends.
- 7.2 If the delivery address is an apartment or business premises in a house, the delivery is deemed to have been effected when the transport goods are made available at the front door, unless the customer has demonstrably made a different agreement with TPG Logistics GmbH.
- 7.3 If the recipient designated to take delivery of the goods is not present despite an appointment being made or if he refuses to take delivery of the goods (for whatever reason), a delivery obstacle occurs and TPG Logistics GmbH is entitled to unload the goods immediately at the expense and risk of the customer.
- 7.4 Agreements between the customer and his contractual partner from the contract on which the shipment of goods is based have no (legally binding) effect on TPG Logistics GmbH.

VIII. Loading and Unloading

- 8.1 In relation to clients who are entrepreneurs, the goods to be transported are to be loaded or unloaded by the client, the sender or the recipient.
- 8.2 In the case of truck provision or container transport, 2 hours are available for loading and unloading, unless otherwise expressly agreed in writing with TPG Logistics GmbH. If the loading and/or unloading times are exceeded, demurrage (or demurrage/detention) will be charged for each hour started.
- 8.3 All freight items are to be subjected to security checks before loading onto an aircraft, unless the customer is a "known consignor". The client agrees that the goods handed over for dispatch may be subject to a manual check and that the packaging will also be opened for this purpose. TPG Logistics GmbH is not obligated to the customer to carry out such a security check.

- 8.4 If third parties are involved in the loading, loading or unloading, these persons are to be regarded as vicarious agents of the customer or the sender and the customer is responsible for them within the framework of the liability for vicarious agents.
- 8.5 However, if it is expressly agreed in writing with TPG Logistics GmbH, at the latest before the start of loading, loading or unloading, that TPG Logistics GmbH is to be responsible for loading, loading or unloading, TPG Logistics shall be liable GmbH also for the proper loading, loading or unloading and can charge a separate fee for this.
- 8.6 Agreements regarding a loading, loading or unloading obligation with the driver, sub-carrier or other driving or accompanying personnel are not binding on TPG Logistics GmbH.
- 8.7 If the contractual partner is a consumer, TPG Logistics GmbH is always obliged to load, load or unload.

IX. Overload

- 9.1 If the loading is carried out by TPG Logistics GmbH, it is entitled to refuse to continue loading in the event of an impending overload. If the client nevertheless insists on loading, TPG Logistics GmbH can refuse to carry out the entire transport and unload the goods again at the risk and expense of the client.
- 9.2 If TPG Logistics GmbH determines that a transport loaded by the customer is overloaded, in relation to entrepreneurs TPG Logistics GmbH is entitled in such a case to demand unloading of the excess weight at the customer's expense. If this does not happen immediately or if the overload is detected during transport, TPG Logistics GmbH can unload the excess weight at the risk and expense of the customer. The unloaded part of the transport goods is made available to the client. If the latter does not issue any instructions to take over the unloaded part of the transport goods within a reasonable period of time, TPG Logistics GmbH can, in relation to entrepreneurs, store the transport goods at the risk and expense of the customer and, if necessary, arrange for the transport goods to be sold in accordance with the applicable statutory provisions.
- 9.3 In any case, if it is determined that the goods are overloaded, the customer is liable for the entire freight charge, even if the transport is not carried out. TPG Logistics GmbH can also charge the client for all expenses and costs incurred, in particular with overloading, obtaining and carrying out instructions and unloading. In addition, the customer of TPG Logistics GmbH is liable for any damage associated with overloading.

X. Loading and delivery times, delivery times

- 10.1 Information on loading, delivery times and/or delivery times are always non-binding in relation to entrepreneurs, unless otherwise agreed separately in writing with TPG Logistics GmbH. This with the express note that late loading, unloading and/or delivery will not be accepted. The simple notification of specific loading, unloading and/or delivery times is not sufficient.
- 10.2 If an agreed loading, unloading and/or delivery deadline is exceeded and/or the start of the transport is delayed as a result of circumstances that lie within the sphere of responsibility of the customer (whereby the sender and recipient are attributable to the customer), TPG Logistics GmbH Right to (proportionate) freight charges and compensation for all damage incurred as a result of the delay (e.g. empty runs, idle times, etc.).
- 10.3 Loading, unloading and/or delivery deadlines that have already been agreed can only be changed with the written consent of TPG Logistics GmbH. Without the written consent of TPG Logistics GmbH, such changes represent a cancellation of the original order and trigger the legal consequences agreed for the cancellation.
- 10.4 If the recipient refuses to accept the transport goods, TPG Logistics GmbH is responsible for the return transport to the customer an appropriate payment in the amount of the agreed freight charge. This does not affect the right of unloading in accordance with point 7 ("Collection and delivery of the goods") of these General Terms and Conditions.

XI. Order Cancellation

- 11.1 The customer can cancel the transport order free of charge up to 6 working days (Saturday is a working day) before the scheduled start of transport.
- 11.2 If the customer cancels the transport order up to 3 working days (Saturday is a working day) before the planned start of the transport, TPG Logistics GmbH is entitled to the entire claim to remuneration, provided that the customer is responsible for the cancellation. In addition, the client must reimburse TPG Logistics GmbH for all expenses and – in the event of fault – for all damage caused by a cancellation of the transport order for which the client is responsible.
- 11.3 TPG Logistics GmbH can cancel the transport order free of charge up to 3 working days (Saturday is a working day) before the scheduled start of transport.

XII. Fees, other costs and customs duties

- 12.1 The prices on which the offers of TPG Logistics GmbH are based are based on the information provided by the customer regarding the execution of the order and the scope of the order. TPG Logistics GmbH is also entitled to carry out on-site inspections prior to the execution of the order if this is deemed necessary to ascertain the circumstances relevant to the order or to check the information provided by the customer, which must be paid for separately.
- 12.2 The prices only take into account and include the costs incurred in the normal course of transport. Unless stated separately in the offer or expressly agreed in writing, the costs for insurance premiums, customs clearance in the countries of dispatch and destination, customs and state taxes, bill of lading and consular fees, storage fees, advance commissions, demurrage

and other unforeseen expenses, indexed fuel surcharges based on the Gross diesel prices from the BMK (Federal Ministry for Climate Protection, Environment, Energy, Mobility, Innovation and Technology) based on the previous month (https://www.bmk.gv.at/themen/energie/preise/aktuelle_preise.html), road user charges as well as any costs incurred - for which TPG Logistics GmbH is not to blame - are not included and will be charged separately.

- 12.3 TPG Logistics GmbH is entitled to charge surcharges for additional expenses incurred if the actual unit weights or dimensions and other properties of the parts to be transported deviate from the information provided by the customer.
- 12.4 Unless otherwise agreed in writing, the foreign currency conversion rates are applied according to the following criteria:
- The ship's rate is determined by the shipping company based on the last 10 days before the ship's arrival/departure, with the average local asking rates for these 10 days.
 - In air freight, the conversion is carried out using the current foreign exchange letter average rate on the day of arrival at the airport of arrival.
 - Any price increases or price reductions in sea, land or air freight rates, which are made public by the carrier, will be forwarded to the customer by TPG Logistics GmbH at the relevant time.
 - Any road pricing fees will be charged separately.
- 12.5 The fare plus any cash expenses, which the consumer must be informed of in detail before the contract is concluded, unless otherwise agreed, are due for payment immediately after invoicing. For more see point XIX. of the general terms and conditions.

XIII. prohibition of offsetting

The offsetting of claims of the client against claims of TPG Logistics GmbH is excluded in relation to entrepreneurs, unless these counterclaims have been expressly recognized in writing by TPG Logistics GmbH or have been legally established by court decision.

XIV. Right of Lien and Right of Retention

- 14.1 TPG Logistics GmbH has a right of lien and a right of retention on the transported goods for all due and non-due claims to which it is entitled from its services rendered for the customer, in particular due to freight, customs duties, advance payments made on the goods and other expenses or other values, insofar as they belong to the customer or which TPG Logistics GmbH considers and may consider to be the property of the customer. The right of lien and the right of retention exist as long as TPG Logistics GmbH is still in possession of the transported goods or the values or can otherwise dispose of the goods using the appropriate papers.
- 14.2 The acquisition of the legal deposit and the right of retention remains unaffected.
- 14.3 TPG Logistics GmbH may only exercise a right of lien and retention for such claims that are not related to the goods being transported, provided they are not disputed or if the financial situation of the debtor jeopardizes the claim of TPG Logistics GmbH.
- 14.4 Any further statutory rights of lien and retention of TPG Logistics GmbH are not affected by these provisions.
- 14.5 The relevant statutory provisions apply to the sale of the deposit.

XV. Insurances

- 15.1 As a freight forwarder, TPG Logistics GmbH is obliged to cover the SVS/RVS insurance for the customer. The customer is free to declare himself as a prohibited customer. This must be done in writing with TPG Logistics GmbH. With regard to warehouse insurance, reference is made to the General Austrian Forwarder Conditions (AÖSp).
- 15.2 If no ban customer declaration is made, the order is insured with a standard sum insured of EUR 3,750.00. If the customer desires a higher sum insured, TPG Logistics GmbH must be notified in writing of a corresponding higher insurance order before the goods are handed over for dispatch: In this way, a sum insured up to a maximum of EUR 1,500,000 can be covered, which is also the maximum sum insured according to § 6B Z 3 SVS as well as the maximum limit of the liability of the insurer according to § 9 Z 1 and Z 2 SVS. In deviation from § 39 lit. a sentence 3 AÖSp, TPG Logistics GmbH charges the SVS/LVS contributions for the provision of insurance cover.
- 15.3 TPG Logistics GmbH only covers transport insurance and insurance of stored goods against risks such as fire, burglary and storm damage if the customer has expressly requested this in writing.
- 15.4 TPG Logistics GmbH recommends taking out transport insurance for goods with a value of more than EUR 10.00 per kg, for sensitive goods (e.g. goods at risk of breakage or theft) and for cross-border transport. Any insurance cover will not apply in particular if the shipment is contrary to sanctions regulations of the United Nations and/or the European Union and/or other national economic or trade sanctions or legal provisions that must be observed. Neither such an insurance order nor an additional insurance order according to SVS/RVS represent a value or indication of interest and therefore do not lead to an increase in the maximum liability amounts according to the applicable transport regulations.

XVI. consequences of default

- 16.1 If the order processing is delayed for reasons that lie within the sphere of the client, TPG Logistics GmbH is entitled to charge for the resulting conversion and additional costs.

- 16.2 If, on the other hand, the performance of TPG Logistics GmbH is delayed for reasons within their sphere of responsibility, the customer must set a reasonable grace period and request TPG Logistics GmbH to perform the service in advance.
- 16.3 Any claims for damages resulting from the consequences of delay, in particular penalties and other contractual penalties by the client, can only be transferred to TPG Logistics GmbH if it can be proven that TPG Logistics GmbH was made aware of such consequences of delay, including the amount, and agreed in writing in advance. Otherwise, such consequences of default are excluded, unless TPG Logistics GmbH is responsible for intent or gross negligence.
- 16.4 Claims for delay by the customer can only be asserted after a reasonable period of grace has expired. Damages due to non-performance and damage that does not constitute personal injury are expressly excluded. Otherwise, these are expressly limited to the amount of the actual liability insurance sum.
- 16.5 In the event of default, TPG Logistics GmbH is entitled to claim interest in accordance with the AÖSp or default and compound interest in accordance with the provisions of the ZinsRÄG2002 in the amount of 8% above the base rate - but at least 10% p.a. - as well as the extrajudicial reminder and to charge for the costs incurred in asserting the claim and for the pre-trial expenses.

XVII. Cancellation of the contract

- 17.1 Withdrawal by the customer is only permissible if there is an important reason agreed in writing and if TPG Logistics GmbH does not fulfill its obligation to perform despite setting a reasonable grace period and does not remedy this delay by engaging third parties.
- 17.2 If circumstances arise during the execution of the order that lead to significant difficulties in the performance of the service or circumstances that damage property and/or assets of third parties fear or make it appear likely, TPG Logistics GmbH shall be entitled, to the exclusion of claims for compensation of any kind, either to withdraw from the order or to stop the work until the obstacles or fears mentioned have been eliminated by the customer and this will lead to the suspension of any agreed deadlines or to postpone the agreed completion date.
- 17.3 In such a case, TPG Logistics GmbH is entitled to charge the customer for the services rendered up to that point, regardless of the type of contract selected. The costs of the downtime will also be charged to the client in the case of flat-rate price agreements. TPG Logistics GmbH is also entitled to stop work or withdraw from the contract in the event of non-payment of due claims or the opening of insolvency proceedings by the customer.
- 17.4 In the event of withdrawal, subject to further claims, the payment for the services rendered up to the time of withdrawal shall be due pro rata.

XVIII. liability of the contracting parties

- 18.1 TPG Logistics GmbH is liable for all direct damage from the provision of services insofar as this arose as a result of grossly negligent or intentional behavior on the part of TPG Logistics GmbH or its assistants in their work. Liability for slight negligence is excluded.
- 18.2 Furthermore, TPG Logistics GmbH is not liable for coincidences or force majeure, nor for consequential damage, for compensation for lost profits, loss of interest and for damage arising from claims by third parties. No liability is accepted for damage that occurs during salvage.
- 18.3 Guides, anchors, coordinators and other personnel provided by the customer are not considered to be assistants of TPG Logistics GmbH. Personnel employed by the customer or recipient are not considered to be assistants of TPG Logistics GmbH.
- 18.4 TPG Logistics GmbH is not liable for advice or the provision of information for which it was not specifically commissioned in writing.
- 18.5 The customer, if he is an entrepreneur, waives the warranty objection of price reduction and the non-payment of wages due to reported defects, as well as the withdrawal from the contract. The customer must set TPG Logistics GmbH a reasonable period of time to rectify the defect or to add what is missing. To the extent permitted by law, at least in the case of slight negligence, product liability and claims for damages are excluded. The same applies to consequential damages as well as to contracts with a protective effect in favor of third parties.
- 18.6 For his part, the client undertakes to impose this exemption on his contractual partners. Otherwise, the liability of TPG Logistics GmbH is limited to the amount of the business liability insurance contract, the amount of which TPG Logistics GmbH will be happy to provide on request. The scope of liability agreed with these terms and conditions also applies to non-contractual claims. Commissioned subcontractors and all workers involved in the execution of the order can also invoke these limitations of liability.
- 18.7 The customer is obligated to report any damage caused by the performance of TPG Logistics GmbH immediately in writing. The client must provide a complete explanation of the facts within three working days after the damage occurred. Damage that is not externally visible must be reported to TPG Logistics GmbH in writing immediately after its discovery, at the latest within seven days after delivery or completion of the service. Later complaints or notifications of defects can no longer be accepted.
- 18.8 The CMR provisions also apply to liability for truck transport. These include weight liability with 8.33 special drawing rights (SDR) per kilogram. The current exchange rate is available from the Austrian National Bank.

- 18.9 The CIM provisions also apply to liability for rail transport. These include weight liability with 17 special drawing rights (SDR) per kilogram (gross). The current exchange rate is available from the Austrian National Bank.
- 18.10 The maximum liability limits according to the applicable transport regulations (MT, WA, CIM, CMR, Hague Rules, etc.) also apply if the documents/papers accompanying the goods or the documents/papers issued by TPG Logistics GmbH are goods - or should state an insurance value that is higher than the maximum liability amounts according to the transport regulations mentioned above. The relevant limitations of liability can only be made by means of an express written agreement between the customer and the of TPG Logistics GmbH can be excluded. In particular, any entries in the bill of lading or other written or verbal information about the value of the goods or a special interest by the customer or third parties cannot invalidate or increase the liability limitations.
- 18.11 § 51 lit b AÖSp does not apply to the agreement of higher maximum liability amounts than provided for in the above-mentioned transport regulations, even in the case of gross negligence or intent. § 51 lit b AÖSp therefore in particular does not represent an agreement on higher maximum liability amounts according to Art. 25 MÜ. It is also agreed that § 51 lit b AÖSp does not trigger a reversal of the burden of proof within the meaning of § 1298 ABGB 2nd sentence.
- 18.12 The conditions printed on the back of the airway bill apply to air freight.
- 18.13 The conditions printed on the back of the bill of lading apply to sea freight.

XIX. payment, place of performance

- 19.1 Unless otherwise agreed in writing, invoices from TPG Logistics GmbH are due for payment upon receipt without deduction. Offsetting and counterclaims of any kind are not permitted unless these claims have already been legally established at the time of offsetting.
- 19.2 Cash on delivery is limited to a maximum of EUR 500, subject to further national and international restrictions.
- 19.3 Place of payment and fulfillment is Graz.

XX. Choice of law, place of jurisdiction, severability clause, other agreements

- 20.1 Austrian substantive and formal law applies exclusively, excluding UN sales law and conflict of laws reference standards.
- 20.2 The competent court in Graz is agreed as the place of jurisdiction, insofar as legally permissible under EuGVVO and KSchG. However, TPG Logistics GmbH reserves the right to assert claims against the customer before any other legally permissible place of jurisdiction.
- 20.3 Should individual provisions of this agreement be ineffective, the validity of the other provisions of this agreement shall remain unaffected. In this case, the parties undertake to replace the invalid provisions with provisions that correspond to the original purpose of the invalid provision.
- 20.4 Subsidiary agreements, changes and additions to these General Terms and Conditions are only effective if they are agreed in writing upon or after the conclusion of the contract. This also applies to leaving written form requirement.