

General Conditions of EMIL EGGER AG*

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(replaces all previous editions)

Road Haulage Sector

Everywhere that a different agreement is not expressly made in writing, the acquisition of transports and goods shall take place pursuant to the following conditions. St.Gallen is agreed as the court of jurisdiction and arbitration.

1 General

1.1 Contract award

Each contract is to be issued to the competent order acceptance department. The driving personnel are not authorised to accept orders. All necessary information for the correct execution of work must be given voluntarily upon contract award: Name and exact address of the loading and unloading location, quantity of packages, type of product, effective gross weight, space requirements as well as any and all deadlines or special characteristics, such as dangerous goods, notification, collect on delivery, neutral handling, temperature sensitivity, value of goods (see point 1. g), etc

1.2 Loading and unloading

Loading and unloading is the responsibility of the sender or recipient, if necessary with the assistance of the driver. In the event of assistance of the driver and/or other companions of the freight carrier, they are considered auxiliary persons.

1.3 Delivery note

The sender shall hand over to the driver a delivery note in two copies with all of the required information (see item 1.a). For cross-border transports, the official CMR consignment note shall apply. The necessary customs documents are to be handed over to the driver voluntarily when necessary.

1.4 Goods / packaging

Only goods may be transferred that are suitable in their nature for road haulage. The goods to be conveyed are to be protected with sufficient packaging so that the normal vibrations and centrifugal forces cannot cause any damage. For goods that are transported in sealed crates, boxes, containers, etc. and whose flawless condition and completeness cannot be controlled, there is no claim for compensation in the event of any damage and defects. Liquids in open containers, machines, etc. must be completely emptied prior to transport.

1.5 Labelling

All packages must be labelled properly, legibly and unambiguously with the sender/client as well as the name and address of the recipient.

1.6 Reservations

Reservations about damage or missing goods must be recorded on the delivery note immediately in the presence of the driver. Losses or damage that cannot be externally identified are to be claimed in writing within 7 days after the delivery at the latest.

1.7 Declared value

The client shall voluntarily specify the value to the freight carrier when dealing with goods whose value exceeds CHF 15.00 per kilogramme of gross weight.

2 Prices / invoicing

Without any other written agreement, all prices are purely net, without a discount, excluding VAT as well as excluding any fuel surcharges/discounts, permits, etc. All invoices are payable within 10 days. Discount and/or other deductions will be charged subsequently. The gross weights are invoiced. The space/room needed is invoiced for bulky goods or goods that do not stack or bear weight. The maximum loading and unloading time per commenced 1000 kg together is a maximum of 10 minutes. More time needed is also owed and will be invoiced. Incidentally, the respective valid Swiss rate structure (GU tariff) is applied.

3 Liability

3.1 Liability in inner-Swiss transport of goods

The liability in Swiss domestic freight transport in principle complies with article 440-457 of the Swiss Code of Obligations (Schweizerischen Obligationenrecht, OR). For the loss or destruction of goods, the full value shall be replaced, in amendment from Article 447 OR, but a maximum of CHF 15.00 per kilogramme of gross weight. Per complete vehicle unit (truck and trailer, semi-trailer), the liability is also limited in each case to a maximum of CHF 360,000.00 (for at least 24,000 kg and more transported gross weight). This maximum limit also applies to damage in the sense of article 448 OR. By written request and against the charge of a premium, the aforementioned limits of CHF 15.00 per kg or CHF

* EMIL EGGER AG in our Terms and Conditions should also be understood to mean also the company **EMIL EGGER Romandie SA**. These Terms and Conditions shall be deemed to have been legally agreed with EMIL EGGER AG and/or EMIL EGGER Romandie SA without change.

360,000 per complete unit can be increased prior to the execution of transport. Excluded from liability, however, is generally all damage that does not directly affect the goods, such as loss of interest, exchange loss and price losses, usage and operating losses, but also demurrage and delay charges, as well as other activities associated with the damage, reduced value following completed commissioning, etc. Also for any delays, regardless of their cause, in the acquisition or delivery of the goods, no liability is assumed.

3.2 Liability in the cross-border transport of goods

Transport in cross-border freight transport complies exclusively with the CMR (Convention on the Contract for the international Carriage of Goods by Road). The maximum limit of liability is 8.33 SDR (special drawing rights) per kilogramme (article 23 CMR). If the client wishes to increase this liability limit, he shall communicate the value increase (article 24 CMR), whose premium is at his expense, to the freight carrier in writing prior to the execution of transport.

4 Transport insurance

4.1 Inland / domestic transport

If the client wishes to not bear the transport risks for which the freight carrier is not liable, separate transport insurance can be concluded with EMIL EGGER AG for an additional charge prior to the start of transport. This order must be issued in writing in every case.

4.2 Abroad / import Export

Due to the tight CMR liability provisions, it is recommended to cover the risks with comprehensive transport insurance (especially important for high quality or sensitive goods). If desired, this insurance can be concluded by the freight carrier for a premium charge prior to execution of the transport (see item 4. a).

4.3 For general consideration

Even if the risk of a damage to a transport seems low, keep in mind that the maximum limit of liability of CHF 15.00 per kilogramme – respectively in international transport according to CMR – also exists in the event of a possible loss.