

Terms of Transport

Lagermax Autotransport Gesellschaft m.b.H.

1. Applicability of the Terms and Conditions

We conclude all contracts exclusively based on these General Transport Conditions. Subsidiarily, the provisions of the CMR and the General Austrian Freight Forwarders' Terms and Conditions (AÖSp) shall apply. Conflicting terms and conditions of our customers and contracting partners shall have no validity.

2. Offer and Order

- 2.1. With the submitted offer, we remain bound to our customer for a maximum of three working days. An acceptance by the customer thereafter shall be considered their offer, which shall be deemed accepted by us unless we object to it within two working days upon receipt. Offer prices, even in the case of flat rates, are understood to be exclusive of VAT (except for consumers), other expenses, and costs. Even in the case of a flat-rate agreement, any changes in performance or subsequently issued additional orders must be remunerated separately.
- 2.2. We are entitled, even when a specific transport vehicle is named, to use another vehicle without affecting the agreed compensation, as long as the proper execution of the order is ensured. The same applies to the engagement of subcontractors.

- 2.3. For orders that do not match the previous offer in essential points, deviations may lead to technical and price changes. This is particularly the case when essential details such as vehicle type, model, dimensions, weight, quantity, pickup/delivery address, vehicle condition, customs status, scheduling requirements, etc., are affected.
- 2.4. Scheduling requirements must be explicitly documented in the transport order. Any verbal agreements do not constitute a binding obligation. Additional costs are borne by the client.

3. Vehicle Condition and Load

- 3.1. In principle, every transport quote provided refers to roadworthy vehicles and does not apply to "only rolling" or "immobile" vehicles. The transport of a vehicle that only rolls is possible on a case-by-case basis for an additional charge. Immobile vehicles and those without a parking (hand) brake cannot be accepted for transport. This also applies to vehicles with leaking operating fluids, loose vehicle parts (external), or a ground clearance of less than 15 cm. When placing an order, it is generally assumed, unless otherwise stated, that the vehicle to be transported can move under its own power. If the condition of the vehicle does not correspond to the expected quality, additional costs may arise, which may be invoiced to our customers. In particular, the customer must notify us in advance if the vehicle has a track width of less than 110 cm or is three-lane. If such notification is not made, we are entitled to invoice the customer for the resulting additional costs.

For electric vehicles, the battery must have a state of charge (SOC) of at least 15% upon receipt. Electric vehicles involved in an accident will not be accepted for transport unless an expert report is available confirming the safety of the high-voltage battery.

- 3.1. It should be noted that vehicles with interior loads must be declared as such in the written order. Vehicles with interior loads transported between EU and non-EU countries are not accepted, except for one set of winter or summer tires. Failure to declare such vehicles may result in order cancellation and additional incurred costs.

4. Customs

The customer is obliged to inform us in writing of the customs status of the freight at the time of takeover. Transport of duty-suspended goods is carried out under the supervision of the respective national customs authority, and the whereabouts of such goods must be documented upon request. National and international customs documents must be properly processed at the respective customs office, e.g., through customs clearance or transfer into a bonded warehouse. Failure to do so may result in customs authority investigations and tax assessments. Thus, the execution of an order involving customs goods is only possible with a liability declaration by the sender or recipient, which can be requested from Lagermax.

5. Fees and Additional Costs

- 5.1. All prices, unless otherwise stated, are in Euros, including truck tolls but excluding VAT. Invoices are due immediately upon receipt, without any deductions, on a net cash basis. Furthermore, we reserve the right to charge reminder fees as well as statutory default interest. The invoice recipient must be exclusively the customer or client. Offers are based on the tariffs and possibilities valid at the time of issuance and are subject to change until the final agreement. They exclude customs duties and fees of any kind, as well as potential truck standing fees.
- 5.2. In case of delays caused by force majeure or circumstances within the customer's sphere, the agreed remuneration remains unaffected, including for the duration of the delay. Force majeure includes unforeseeable and unavoidable events such as storms, earthquakes, floods, volcanic eruptions, pandemics, wars, terrorist acts, and sabotage by third parties. Production disruptions due to machinery failure and strikes are not considered force majeure.
- 5.3. In the event of an unjustified withdrawal or interruption of execution for reasons beyond our control, we are entitled to charge the entire agreed compensation from the start of execution or 80% before execution. Further legal claims remain unaffected.
- 5.4. If an order is canceled after planning completion but before execution, a cancellation fee of 50% of the agreed transport price will be charged. If canceled during execution, the full agreed price is charged. No fee is charged if canceled before planning is completed.

6. Payment and late payment

- 6.1. Our invoices are due for payment promptly and without deduction upon receipt; any transfer fees are to be borne entirely by the customer. In the event of late payment, the customer is obligated to pay statutory default interest at a rate of 9.2% above the base interest rate.
- 6.2. Any offsetting by the customer against any counterclaims against our company's claims is excluded unless we consent to such offsetting in writing. Any right of retention on the part of the customer is expressly excluded.
- 6.3. Payment orders, checks and bills of exchange will be accepted, with all associated expenses charged, only by separate agreement and in any event only as payment.
- 6.4. In the event of default, the customer shall pay a fee of € 20.00 plus VAT for each reminder and shall also reimburse us for all other standard costs of out-of-court debt collection by a lawyer.

7. Customer's Obligations

- 7.1. All requirements necessary for the proper and safe performance of the agreed service, or those communicated to the customer by our company employees upon placing the order, must be created by the customer at their own expense and risk and maintained throughout the entire assignment. In particular, this obligation also includes keeping the transported goods in a condition suitable for transport, loading, and unloading, packaging them in a weatherproof and transport-proof manner, specifying the correct dimensions, weights, and special properties of the transported goods when placing the order, and pointing out any circumstances that could jeopardize the safe transport or storage of the goods without damage to the transported goods themselves, the transport vehicle, or third parties. Unless expressly agreed otherwise, all transport will be carried out using an open car transporter and other protection against the elements.

- 7.2. Any instruction given on site during loading or unloading by a person claiming to be authorized to do so shall be attributable to the Customer, unless the Customer designates a representative in writing before the start of the order, whose presence the Customer must ensure upon arrival and during the work until departure.
- 7.3. In the event that administrative penalties are imposed on our company, our authorized representative bodies or employees as a result of non-compliance with legal provisions or official requirements regarding the dimensions, weight or special characteristics of the transported goods, we shall be entitled to charge the customer for these expenses, including the costs of legal representation in the administrative penalty proceedings, if the customer's relevant information was incorrect or missing and this led to the penalty.
- 7.4. The customer must obtain the necessary consents from the respective owners to drive on third-party land and non-public traffic areas and must indemnify and hold our company, its employees, and contractors harmless from any third-party claims arising from the unauthorized use of third-party land. In any case, we may assume that the necessary consents have been granted. If the customer fails to promptly fulfill his obligations despite requests to do so, or culpably violates them, we are entitled to withdraw from the contract and assert our claims; further claims for damages are not affected.
- 7.5. In principle, we may also assume that the cargo is suitable for transport and that the loading and unloading locations specified by the customer are suitable for this purpose. The customer is obligated to inform us, upon placing the order, but no later than three working days before the respective assignment, of all information that could prevent the execution of the order, or that could complicate or delay it. The disclosure of such information does not prevent us from conducting reconnaissance trips. If this information is not already communicated to us upon conclusion of the contract, the customer must reimburse us for the associated additional costs.

7.6. Insurance of the transported goods is provided only to the mandatory minimum extent required by law. Additional insurance will only be taken out if the customer expressly requests it in writing upon conclusion of the contract and simultaneously states the desired coverage amount. The resulting costs shall be borne by the customer; the customer bears the risk of underinsurance.

7.7. The customer is obliged to report any transport damage to the vehicle in writing on the transport document (delivery note and/or CMR) and to have it confirmed by the truck driver.

8. Liability and withdrawal

8.1. Our liability is regulated by the CMR and the "open car carrier" mode of transport. The current liability regulations under the CMR (Special Drawing Rights) also apply to domestic transport.

8.2. If, during the execution of the order, doubts arise regarding the feasibility of the order without significant difficulties or damage to the property and/or assets of third parties, we are entitled to either withdraw from the order or wait until the feared impediments have been eliminated. This circumstance will suspend any agreed deadlines. In such cases, we are entitled to invoice the customer for the services provided up to that point.

9. Data protection

The data protection regulations available under the following link apply: [Privacy Policy](#)

10. Compliance

The compliance regulations available at the following link apply: [Lagermax Compliance](#)

It is expressly pointed out that the whistleblower portal and the Code of Conduct for the purchaser's business partners are also available under this link.

11. Secrecy

The customer undertakes to maintain complete confidentiality. This obligation of confidentiality applies in particular to construction plans, concepts, products, and the content of orders and contracts submitted by the customer.

12. Other provisions

12.1. Legal declarations on our part shall be deemed to have been made legally effective and received by the customer after dispatch if they were addressed to the address or email address last provided or used by the customer.

12.2. Any amendments or additions to this contract, as well as the customer's withdrawal before the start of execution of the order, must be made in writing to be effective. This also applies to any waiver of this formal requirement.

12.3. The customer may only transfer rights and claims arising from this contract to third parties with our written consent.

12.4. Legally invalid provisions shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid provision with a new provision that is as economically equivalent as possible to the invalid one.

12.5. The place of performance is Straßwalchen. For all disputes arising from this contract, the competent court of the City of Salzburg shall have exclusive jurisdiction. Austrian law shall apply exclusively to this contractual relationship.