

## For contractors to Emons Spedition GmbH

Last Updated: 01/2015

### Paragraph 1 Scope

1. These conditions are valid for the commissioning of contractors and the services they provide in this capacity to EMONS Spedition GmbH as client (hereafter referred to as EMONS/Client). Upon submission of a proposal to EMONS, as well as upon acceptance of an offer from EMONS, the contractor is to declare familiarity with the validity of the general terms and conditions.

2. Validity of conflicting conditions is expressly rejected by EMONS. This also applies to the integration of contractual documents ADSp, AGK, AGL and VBGL. Should the contractor be unable to accept or carry out said proposal on the basis of these terms and conditions, he must communicate this upon submission of his proposal or upon receipt of a proposal from EMONS based outside of the terms and conditions for the proposal in question, must inform EMONS in writing without hesitation. Should no such notice be received from the contractor, these terms and conditions alone will become the content of the contract as a result of the contradictory conduct of the contractor.

The written proposals from EMONS aimed at the conclusion of freight/shipping/storage/service/labour contracts contain a comparatively short acceptance period as standard. Should the proposal not be accepted within the set period, the proposal expires. A submitted proposal is to be presumed rejected after expiration of this period, if not expressly accepted by EMONS. In this case, conclusion of a contract only takes place on the basis of these general terms and conditions.

Should a framework agreement exist between EMONS and the contractor, the conditions of the framework agreement take precedence.

These general terms and conditions are also valid if the service is issued through a freight exchange. In this case, the contract is established between the client and the contractor only when the contractor has agreed to these general terms and conditions in writing. Insofar as the corresponding internet platform provides for this, EMONS will indicate the regulations or, where possible, provided the platform with the conditions as either a document or in written form.

Oral contracts and those ensuing via other long-distance means are to be confirmed by EMONS by way of a commercial confirmation document, indicating the validity of the general terms and conditions. Insofar as the contractor does not act contrary to the content of the commercial confirmation document, the content is accepted as valid.

Insofar as the conclusion of the contract is conducted through a third party, they must also accept validity of the general terms and conditions. Such a response takes simultaneous effect for and against EMONS.

3. These conditions are especially important for the following services and types of contract:

- a.) Freight contracts according to 407-449 and 452-452 d HGB (multimodal transport) in road haulage with motor vehicles in addition to business conducted through the freight forwarder as stated in 458 HGB, insofar as no differing arrangement from that of the individual or framework agreements with the contractor are incurred.
- b.) Shipping and storage contracts, as well as other shipping related logistical service providers which are connected with the transportation or storage of goods / procurement of insurance.
- c.) These conditions are also valid for logistics services which are not related to shipping (e.g. ironing uniforms, assembly of parts, amendments to goods).

**These conditions are not valid for businesses which deal exclusively with packaging and/or the transportation or storage of moving goods.**

4. These conditions may be applied to national and international transportation, as long as enforced CMR regulations are not opposed; in addition to cabotage transport in other EU and EEA countries, as long as enforced regulations of state employment are not opposed.

5. These conditions are also valid for commercial transportation with vehicles that are not subject to the regulations of the GüKG.

## **Paragraph 2 Obligations to provide information, and Vehicle Provision (Freight contracts)**

### 1. Loading, stowage and fastening

The contractor and all personnel employed by him are responsible for the loading, stowage and fastening of goods transported in contractor owned vehicles. Responsibility for the loading, stowage and fastening of goods in the vehicle falls exclusively and independently to the contractor and/or the drivers of the vehicles employed by the contractor.

### 2. Review of Adherence to Loading Safety Regulations

The contractor is obligated to instruct and supervise the drivers in his employment, in order for the loading safety regulations are fully adhered to by the driver.

### 3. Provision of information by EMONS

EMONS will inform the contractor of any factors present which may influence fulfilment of the contract, an appropriate amount of time prior to transportation, as far as they are aware of them and it be deemed necessary. EMONS only issues information on the value of the goods if the contractor has likewise provided his own information, showing the vehicle/accessories to be of significant value.

## 4. Vehicle Provision

The contractor is obligated to provide adequate capacity for transportation in every transport vehicle. These vehicles should also be clean and tidy and create a good impression. The contractor is to bear all other costs in regards to the vehicles. Only vehicles with current safety technology are suitable for use (At present: ABS, ASR, Retarder, speed limiters). Low-pollutant, noise-reducing and energy saving vehicles are desirable. The contractor must ensure that the vehicles in use are permanently reachable, especially by phone.

## 5. Transport of Dangerous Goods

For the transportation of dangerous goods, the vehicle in use must be in accordance with the regulations of GGCSSE and ADR, as well as the equipment referred to in the relevant provisions and proposal or its attachment. Furthermore, the contractor must ensure that trained personnel are employed and, where necessary, that the driver also has a current ADR certificate. Evidence of appointment of a dangerous goods officer must be provided immediately after receipt of commission.

## 6. Contractor's Obligation to Supply Information

The contractor is obligated to inform EMONS without reminders from EMONS of the consecutive transport schedule, including delays, obstructions and deviance from the planned execution of contract, in writing (e.g. in case of delay in loading/unloading, provision of vehicle, traffic, breakdown, correction of weight, transport damages, incorrect stock amounts, etc.).

## 7. Correct vehicle parking and cargo / insurance cover

Correct vehicle parking, with or without trailers or carriages, as well as correct parking of swap bodies on ramps, gates and depot must follow the attached instructions and industry requirements. Generally biaxial trailers should have at least one wheel chock in addition to the handbrake. Triaxial trailers should have at least two wheel chocks to prevent the vehicle from rolling away. The contractor is obligated to provide the driving personnel with instructions and adequate insurance for his area of liability, although this is particularly valid for the maintenance of an appropriate public liability insurance. Drivers must only park vehicles and swap bodies at secure parking points designated on the list. Sleeping in the vehicle by the driver is prohibited in connection with prevention of theft from the vehicle. Parking vehicles, trailers or swap bodies on non-secured parking points, particularly in use of flatbed vehicles, is seen as carelessness between the client and the contractor in the sense of 435 HGB or Article 29 CMR.

## 8. Review of Vehicle Driver Documentation

The contractor is furthermore obligated to ensure that foreign personnel carry a certificate with an authorised German translation on every journey, as required by 7 b Section 1 S. 2 GüKG

The contractor must ensure that only drivers in possession of the necessary permission, certifications and documentation required in order to carry out transportation are employed.

## **Paragraph 3 Freight Order Subcontracting**

It is prohibited for the freight manager to subcontract transport orders from EMONS to third parties (freight sub-management) without first obtaining written permission.

The contractor must ensure that only drivers in possession of the necessary permission, certifications and documentation required in order to carry out transportation are employed.

## **Paragraph 4 Transhipments**

The contractor acknowledges that transhipments are prohibited.

## **Paragraph 5 Adherence to Legal Regulations by Contractor/Driver/Third Parties**

The contractor is obligated to only employ drivers in possession of a valid driver's licence, are at least 20 years old, have at least one year's driving experience, and are not registered in the central register for any alcohol related traffic offences and who have no points on their licence. The contractor must ensure that the drivers dress appropriately and conduct themselves in an orderly and presentable manner. EMONS has the right to request a transfer of drivers should an important reason arise (e.g. unacceptable conduct towards customers or employees of EMONS).

As a vehicle owner and/or driver, the contractor is obligated to observe all legal regulations, for example, in relation to weight, measurement and loading safety regulations, but also in regards to driving and rest times. He is obligated to instruct and supervise the drivers in his employment.

The contractor is obligated to train the drivers in his employment in the legal regulations, as well as to ensure they are familiar with procedures and skills (e.g. in regulations for loading safely, transporting dangerous goods and ADR certificates).

The drivers employed by the contractor during their order for EMONS must wear safety shoes as soon as they leave the vehicle. Safety shoes, identification cards and service clothes must be worn and visible by driving personnel in the terminals of EMONS where required by each branch. Individuals who do not belong to the transport crew are not permitted entry into EMONS' terminals and are forbidden access to the vehicles in use by the contractor.

The contractor must train and instruct the personnel in his employment in regards to health and safety regulations.

## **Paragraph 6 Monitoring and Management Obligations according to GüKBillBG**

The contractor ensures that the necessary certification and documentation for each transport order are present (permission, European licence, approval from third countries, CEMT approval, Swiss Licence).

The contractor is obligated to only employ foreign drivers from third countries with the necessary employment documents or drivers licence.

The contractor is obligated to provide the client with all documentation taken on journeys for monitoring upon request.

The contractor is obligated to provide his staff with the necessary general training.

The contractor agrees to reliably fulfil all of these obligations in addition to fulfilment of the aforementioned obligations - should they be exceptionally granted - to be incorporated into the contract of carriage with the exporting carriers and to use only those carriers which fulfil the requirements of Paragraph 7 b GüKG or regulations (EWG) No. 881/92 and, where appropriate, in connection with the regulations of (EG) No. 3118/93. The contractor agrees furthermore to the monitoring of adherence to these regulations by the carriers in employment. The contractor agrees to tolerate thorough monitoring by the client and his assistants.

## **Paragraph 7 Transfer of Goods**

EMONS or the sender will presume that a lack of written complaint by the contractor indicates successful delivery of the transported goods as stated in Paragraph 411HGB and the necessary paperwork as stated in Paragraph 410, 415 HGB in good condition as stated in Paragraph 411 HGB. The contractor is obligated to document a review of the exterior condition of the freight goods, as well as to record the reference and product numbers and note of positive review.

Where possible, the carrier must review the quantity, amount or weight of the transport goods.

## **Paragraph 8 Route Planning/Disposition (Freight Contracts)**

Route planning and schedule are the contractual responsibilities of the contractor.

## **Paragraph 9 Consignment Note/Accompanying Documents**

The contractor must only undertake transport services where the required transport documents can be provided. Acquisition of goods must be documented by the contractor in the same way that delivery of goods to the recipient must be documented - in legible form and with the corporation stamp, if appropriate in the location of delivery.

The consignment note signed on both sides is typically used as the accompanying document. The consignment note should contain the information stated in Paragraph 408 HGB and may contain further information. Should the display of a consignment note not be possible due to transport handling, a different form of accompanying document (such as certification of delivery, run sheet, etc.) may be used.

Electronic consignment notes may also be used, as long as the signature can be recognised under legal proceedings.

Upon arrival of the goods at the delivery point, the recipient is authorised to request issue of a written receipt of delivery of goods (receipt) as well as for the completion of other obligations from the freight agreement. The receipt must contain the signature of the recipient in addition to the corporation stamp; alternatively, the corporation and first and last name of the recipient may be printed in block letters next to the signature.

In the case that proof of delivery cannot be provided and the delivery cannot be proved, the freight must be retained. Additional workloads incur a payment of liquidated damages totalling 25.00 EUR, due 14 days after the agreed time of delivery. This payment of liquidated damages is not incurred if the contractor can prove to the client that no or less expense has been caused by absence of the delivery receipt. In this latter case, the liquidated damages amount is to be reduced. Additional clauses remain intact regardless of this.

## Paragraph 10 Loading and Unloading

1. Loading and unloading of the goods is the responsibility of the contractor.
2. The contractor must ensure that the cargo is transported safely, loaded and unloaded in accordance with legal regulations and with the latest technology. Loading and unloading vehicles safely is compensated with the freight agreement. There will ensue no further compensation.
3. An acceptable timescale for loading and unloading (loading time and unloading time) is provided, which unless previously agreed in writing has been arranged at four hours for loading and an additional four hours for unloading. No compensation can be claimed for this period of time.
4. The loading period begins upon indication that the vehicle is available for use. Should the vehicle be made available later than the arranged time, and should the contractor agree to the delayed availability, the loading period begins from the new time of availability.
5. The unloading periods begins upon presentation to the recipient of the power of disposition of goods. By way of clarification, this is the moment in which the individual who is permitted access to the goods receives the certification of consignment or some other form of accompanying document and the unloading process can actually begin.
6. Should the carrier hesitate to load or unload for reasons or contractual agreement or for reasons outside of his area concern, he has a claim to an appropriate remuneration (demurrage).

## Paragraph 11 Failure to Load/Unload within the Set Time Periods

Should loading and unloading take longer that a total of eight hours, the contractor is authorised to apply for additional remuneration.

For every hour pursuant to the eight hours, the contractor may apply for an additional amount of 25.00 EUR. Should loading take longer than ten hours, a daily of 250.00 may be applied for.

Demurrage fees are calculated separately. Corresponding evidence of the documentation of timing must be submitted to EMONS with the demurrage bill (confirmation of loading/unloading location, tachograph excerpts, etc.). Submission of these documents is required for issue of remuneration.

In the case that loading does not begin, although the loading period has not yet expired, the carrier should set a new period with a statement containing the following text:

*"In regards to the freight agreement from ..... (date), Consignment Note No. ...., Accompany Documents (Certificate of Delivery etc.) No. ....  
The vehicle with the registration number was at the arranged delivery point at ..... (time) on ..... (date) as formerly agreed.  
The arrange loading period detailed in the contract expired at ..... prior to the loading of the vehicle being carried out.  
As stated in Paragraph 417 Section 1 HGB, I hereby appoint a new period until ..... I do not intend to wait longer than the aforementioned time period."*

In the case that loading does not begin, although the loading period has not yet expired, the contractor may view this as refusal to accept goods. In this case, he must obtain and follow instructions from the dispatcher. Paragraph 419 Section 3 and 4 HGB apply mutatis mutandis.

## **Paragraph 12 Remuneration**

Remuneration of the contractor is based on the agreed freight for each order. EMONS issues the contractor with a monthly credit. Provision of the receipt of delivery a prerequisite for the issue of credit, as stated in Paragraph 9. This will be issued immediately upon presentation of the delivery receipt. Payment from EMONS will ensue maximum of 30 days pursuant to issue of credit. The credit and its' payment ensues through EMONS by the 15th of each month.

The contract must deliver the conceded freight and CODs to EMONS on the day of collection. An offset of such amounts against claims from EMONS is prohibited.

Withdrawal from claims from this agreement is only permitted with written approval from EMONS. EMONS will charge the contractor a processing fee of 80.00 EUR plus VAT for each withdrawal.

EMONS must be informed in writing of any amendments to address, the company name or bank account of the contractor. Amendments will be processed with a period of two weeks of receipt by EMONS.

## **Paragraph 13 Dangerous Goods**

The dispatcher or EMONS must provide the contractor with all information necessary and safety measures for the transportation of dangerous goods. Should the dangerous goods relate to GGVSE/ADR, all dangerous goods records should be provided. This includes UN number; identification; danger label model; packaging sort in addition to the type and amount of packaging; the quantity of each dangerous goods type in accordance with GGVSE/ADR as amended, and any equipment required.

## **Paragraph 14 Delay, Compensation**

1. Claims of compensation, further remuneration and replacement of other means incurred in the fulfilment of the order must be made to EMONS in writing within a period of two weeks after the arranged appointment of delivery or the date on which the delivery was made.
2. Claims outside of the transport agreement and claims relating to unapproved practices or for unjustifiable means may only be compensated if undisputed or legally established; based on plausible and relevant claims and depending on the grounds and amount.

## Paragraph 15 Liability

### 1. Liability for Damages from Shipping and Freight Agreements, Transport Related Storage:

**Differing from 431 HGB is done at the liability of the contractor for damages to the goods limited to 40 units (see also 431 Section 4 HGB) for each kilogram of raw weight of the item, as and where EMONS have arranged an extension of liability according to 449, 466 HGB with their clients.** This is also valid for damages which incur during transport related storage.

### 2. Liability of the contractor for exceeding delivery periods is based on the legal regulations. Liability for Damages from Available Storage Units and Agreements Regarding Logistical Services:

- The contractor has unlimited liability for damages which occur whilst in available storage (e.g. loss from inventory).
- The contractor has unlimited liability for damages which occur during the execution of logistical services which are connected to the transport or storage of goods but are not necessary for shipping (e.g. ironing of clothing, assembly of parts, amendment to goods). In this case, legal regulations of labour or service agreements are valid.
- EMONS and their assistants are not accountable for any other damages or simple negligence. Liability for gross negligence and intent remains in force. This is also valid for damages which result from violation of cardinal obligations or personnel damages.

## Paragraph 16 Insurance

### 1. Liability Insurance/Carrier's Liability

a.) The contractor is obligated to get insurance for all damages for which it is liable by law and these terms in the scope defined as follows and in accordance with Section 4 of the Commercial Code and pursuant to these provisions in the scope defined as follows.

The insurance of the carrier's liability must meet the requirements of the mandatory insurance. The contractor undertakes to take out and maintain sufficient insurance coverage - in relation to any possible damages - for vehicle liability insurance, business liability insurance, and freight liability insurance and, upon request, to document to EMONS the existence of the respective insurances as well as the proper payment of premiums. EMONS must be notified immediately of any changes to insurance coverage or cancellation thereof.

b.) The contractor undertakes to take out an insurance coverage at regular market conditions with a coverage of at least EUR 2.5 million per claim to cover the liability from forwarding and storage contracts for logistics services. The limitation of the maximum compensation from the insurer to EUR 7.5 million per claim that involves several clients is permitted.

*c.) The corresponding liability policy must ensure that for the insurance contract as a whole (thus, also for the area of transport and warehousing contracts) the provisions of the mandatory insurance are applied in accordance with § 113 para. 1, 2 VVG new version Insurance Contract Act (ICA) and the injured party may file claims directly with the liability insurer.*

This extension of the insurance scope does not apply to the liability insurance with regard to logistics services which, according to the definition in Section 2.1 ADSp current version are not customary in forwarding industry. The client may demand a corresponding proof of insurance.

## 2. Damage Insurance Policy

In general the damage insurance policy is covered through Emons. If, as an exception, Emons requests that the contractor take out a damage insurance policy, then the contractor undertakes to take out a damage insurance policy within the framework of forwarding or storage agreements regarding the freight (e.g. an all-risk insurance for parties interested in the freight) at market conditions at the expense of the client.

The all-risk insurance shall be taken out on the basis of the internally recognized ADS/DTV goods/ICC-material damage conditions and includes both transportation and storage. If the acceptance or delivery location is located within the European Union, the cover includes in principle also subsequent damages of goods as well as pure economic loss, provided that the contractor bears responsibility under German statutory provisions applicable to the forwarding or storage contract, in each case up to the agreed insurance sums.

## 3. Boom Overload Coverage

At the request of Emons the contractor undertakes to take out adequate boom overload coverage and to provide Emons hereto the pertinent proof of insurance.

## 4. Claims Settlement

In the case of a claim, regardless of what kind, the contractor agrees to immediately and properly submit a written report to EMONS as well as to the competent insurer and to provide all information and documents required for claims processing without any delay.

## **Paragraph 17 Cash on Delivery (COD)**

The contractor undertakes to settle with EMONS immediately any collected cash on delivery and collection amounts and to obtain an acknowledgement of receipt. The drivers of the contractors are thus its vicarious agents. An offset of such amounts against claims of Emons is prohibited.

The COD amount to be recovered at the receiver in cash. If this method of payment by the recipient is not possible, the contractor undertakes to obtain from EMONS written instructions. Pending receipt of written instructions, the product is not delivered to the recipient. The contractor is not entitled to any compensation for the waiting period until the receipt of the instructions.

## **Paragraph 18 Right of Lien**

With regard to the lien, the provisions of § 441 HGB apply with the proviso is that this can only be exercised for connected forms of receivables.

## **Paragraph 19 Loading Equipment**

The Contractor must prove the whereabouts of the assumed loading equipment. Pallets and other loading equipment must be replaced; if it is not possible to change a loading equipment, the contractor undertakes to obtain a certificate hereto, which is provided with a company stamp and the name of the issuer. For the exchange of loading, the contractor is obligated to have the respective loading equipment be replaced at the sender in the same quality and number.

EMONS shall transfer any claims from the exchange of loading at the receiver to the contractor instead of fulfilment.

EMONS shall charge the contractor for any unexchanged loading equipment as follows:

European pallets (EURPAL): EUR 12.00 per piece

Düsseldorfer palettes (DD): EUR 12.00 per piece

Mesh box palettes (GIBO): EUR 80.00 per piece

Other loading equipment shall be settled in accordance with the transportation order agreement.

The Contractor shall be given the opportunity, within 14 days of the emergence of a palette debt to transfer the loading equipment to the sender. During this period the contractor shall not be charged for the loading equipment. Once the loading equipment has been settled no returns can be implemented. Emons reserves the right to change the loading equipment in the case that the contractor makes any counterclaims. EMONS shall exercise a set-off for any counter claims against the contractor.

## Paragraph 20 Special Activities

### 1. Disposal Transports

These conditions also apply to the carriage of goods in the waste transport (transport of waste for disposal or recovery). Client and contractor agree to comply with all the applicable regulatory and legal obligations of the disposal traffic. The client undertakes to provide the contractor with the waste regulations accompanying documents (e.g. proof collection / recycling, waste manifest). The contractor undertakes to maintain all permits required by waste management law. If hazardous waste is transported, then the contractor undertakes to observe all provisions on dangerous goods / hazardous material.

2. Should the contractor be assigned a transportation of heavy goods order and/or crane work, the contractor must insure that the necessary equipment is made available at the location of the order, including any additional approval for the execution of services. This also includes ensuring that the circumstances and properties necessary for the execution of services are reviewed (particularly the review of the ground and durability thereof at the location of the crane work, including access, review of all other installations such as canals manholes, piping, media lines and all other aspects necessary for static evaluation of service provision).

All related costs are to be carried by the contractor. The contractor must ensure that the axel loads and support pressures do not exceed the permissible value. Waiting periods and delays because of equipment and personnel which are not represented by the contractor are at the cost of the contractor

The contractor is also liable for any damages which occur during fulfillment of the order. The contractor indemnifies the client of all private and public law claims asserted against the client due to the execution of the order by the contractor.

### 3. Exceptional Shipping Operations

Service and labour agreements are valid for logistical operations by the contractor. At the beginning of the collaboration between the client and the contractor, a goal agreement is made which identifies the quantitative and qualitative standards which must be met for a successful execution of logistical operations.

In this description includes key factors to the minimum amount (SLS = Service Level Agreement) which can be achieved for a successful completion of order from EMONS' perspective (KPI = Key Performance Indicators). The benchmark compliant with this will be assessed and discussed between the contractor and the client at the end of each month. Should the contractor have two consecutive benchmarking appointments under the expectations issued by EMONS, then EMONS is entitled to extraordinary rights of cancellation. Additional clauses remain intact regardless of this.

## **Paragraph 21 Competition clause / customer protection / confidentiality of information**

Customer protection is agreed. The contractor is prohibited from contacting the customers of EMONS directly. The contractor is prohibited from approaching the customers of EMONS to win new customers. This entails that the contractor undertakes not to prepare any offers for services which could be provided by EMONS. The contractor furthermore undertakes not to perform any transportation for other companies which are in competition with EMONS with the vehicles used for EMONS within the framework of this agreement for the duration of the agreement without any information to and written consent by EMONS.

Aside from that the contractor is at liberty to offer and render additional transportation services on the market independently, provided that this does not limit the fulfilment of this agreement.

The contractor undertakes, for the duration of this agreement and for a period of 2 years upon termination of the collaboration, not to disclose any information regarding the business relationships obtained through the cooperation with EMONS and to keep EMONS' customer pool confidential.

For each case of infringement, the Contractor shall pay EMONS a penalty in the amount of EUR 10,000.00. Any further damage claims by EMONS remain unaffected by this regulation.

In the case of a continuous offense, the penalty will be enforced again for each week or part thereof. A reduction of this amount according to § 343 BGB is excluded. The Contractor undertakes further, to keep confidential from any third party the agreed terms of cooperation - in particular the freight fees - and in particular against the sender or the customer of EMONS.

## **Paragraph 22 Agreement of obligation / and exemption with regard to violations against the minimum wage law for the forwarding and logistics industry**

The contractor (freight forwarder, carrier, entrepreneur, etc.) undertakes to Emons Spedition GmbH, Poll-Vingster Str. 107a, 51109 Cologne (hereinafter: Emons), to conform to relevant, minimum wage legislation, i.e. to pay the statutory minimum wage to the workers.

The contractor furthermore undertakes

- to inform Emons in writing, and to obtain its approval, if we engage subcontractors for the rendering of our service and
- to commit the subcontractors or commissioned agents to pay the statutory minimum wage to the workers and
- to report any subcontractors which do not comply with their obligation to pay the statutory minimum wage.

The Contractor shall be liable to Emons, if it or its subcontractors or commissioned agents violate against statutory provisions, especially legal minimum wage provisions. In such case it authorizes Emons to terminate the existing contract relationship with Emons effective immediately.

If due to the violation of legal provisions Emons is held liable by the contractor and/or its subcontractor or agents, the contractor shall hold Emons harmless, on first demand, from all claims and possibly arising costs of legal defence.

## **Paragraph 23 Place of Venue**

The exclusive venue for all disputes which arise from the contracts between EMONS and the contractor, is the registered office of EMONS in Cologne.

## **Paragraph 24 Applicable Law**

The law of the Federal Republic of Germany applies.