

Framework agreement Transport Execution

1. General:

All transport orders of Montanwerke Brixlegg AG are based exclusively on the terms of this Framework Agreement. Deviating or supplementary terms and conditions, in particular the terms of the transport company, shall not be recognised by Montanwerke Brixlegg AG. They shall only apply if they have been expressly agreed in writing by Montanwerke Brixlegg AG. The transport company's own general terms and conditions do not apply, even if Montanwerke Brixlegg AG has not expressly objected to this. Furthermore, performance by Montanwerke Brixlegg AG does not constitute approval of the transport company's general terms and conditions. This Framework Agreement also applies to all future transport orders.

2. Fundamentals of the transport processing:

The protection of goods against damage or loss as well as punctual, proper delivery are Montanwerke Brixlegg AG's highest priorities.

For the performance of the services specified in this contract, you must comply with all national and international legal regulations and follow all instructions in this contract and those issued by Montanwerke Brixlegg AG.

When planning and performing transport services, local public holidays, driving restrictions, etc. must be taken into account. Eight hours are available free of charge for loading and unloading in Brixlegg and Krompachy. You may be charged a net fee of € 35.00 for any additional hours started.

You must promptly inform Montanwerke Brixlegg AG of any delays, obstacles to carriage or other unusual events during the transport process and

obtain instructions on how to proceed. Unloading of goods without the prior consent of Montanwerke Brixlegg AG is expressly prohibited.

When loading a vehicle at Montanwerke Brixlegg AG, every driver must identify themselves at the shipping office by showing a valid passport/identity card and driver's license. The company's own CMR bill of lading must be provided. You are responsible for preparing the necessary transport documents in accordance with the requirements of Montanwerke Brixlegg AG.

3. Loading/unloading Brixlegg:

Loading must be reported by the client forwarding the completed notification form at aviso@montanwerke-brixlegg.com and by booking a timeslot in Transporeon. In case of transport assignment by Montanwerke Brixlegg AG only a timeslot booking in Transporeon is obligated.

Unloading at Montanwerke Brixlegg AG must be announced by booking a timeslot in Transporeon.

Access to the factory is regulated by the ban on night driving in Austria and is prohibited from 22:00 to 05:00.

Vehicles must be registered at the plant in Brixlegg, 15 minutes prior the booked timeslots. In case of a deviant arrival of the vehicle and no possibility of a spontaneous loading/unloading the vehicle must leave Montanwerke Brixlegg facilities temporarily.

Staying overnight at the private parking area of Montanwerke Brixlegg Ag is prohibited. For

booked timeslots from 06:00 to 08:00 exceptional rules get applied.

Loading times in Brixlegg:

Mon - Thurs: 07:00 - 16:00

Fri: 07:00 – 12:00

Unloading times in Brixlegg:

Mon - Fri: 07:00 - 12:00

The applicable regulations of Montanwerke-Brixlegg are to be observed. The instructions of the operating staff are to be followed.

4. Loading/unloading Krompachy:

Loadings at the plant Kovohuty, Krompachy must be advised by employees of Montanwerke Brixlegg AG at trade@kovohuty.sk.

For unloadings at Kovohuty, Krompachy a confirmed notification is necessary.

Loading times in Krompachy:

Mon - Fri: 06:00 - 12:00

Unloading times in Krompachy:

Mon - Fri: 06:00 - 13:00

The applicable regulations of the Kovohuty Krompachy plant are to be observed. The instructions of the operating staff are to be followed.

Krompachy only loads vehicles equipped with GPS.

5. Weight, transportation:

The loading weight stated in the transport order must be guaranteed. The maximum permissible total weight of 40,200 kg must never be exceeded after loading. The driver must ensure a balanced weight distribution (axle loads) and must inform the loading staff accordingly.

Any defects that may jeopardise the transport safety of the goods must be rectified by the driver immediately. The driver's responsibility for the goods commences when the driver takes delivery of the goods for loading.

You will be required to unload the goods at the recipient's premises. Your responsibility for the goods ends when the goods are unloaded at the recipient's premises and the receipt of the goods is confirmed by the recipient in the transport documents. Transport Order Framework Agreement

6. Loading equipment/loading instructions:

The driver must carry the following loading equipment:

16 tension straps (of standard LC2500 DAN SHF50/DANSTF500)

32 edge protectors made of hard plastic

Anti-slip mats of dimensions (5mm thickness, 15mm width across the entire loading length)

2 euro pallets

Missing loading devices can be provided with the following fees:

Tension strap € 24.00 each

Edge protector € 3.00 each

Non-slip mat € 22.00 per roll

Euro pallet € 10.90 each

The respective legal regulations and requirements valid in the loading country are applicable when loading. You are required to adhere to these regulations.

7. Exchange of loading equipment:

If agreed, loading equipment must be exchanged immediately. Unexchanged loading devices will be invoiced at the rates indicated in point 6.

8. ADR transport:

The regulations valid throughout Europe or the respective country-specific legal provisions must be observed when transporting hazardous goods. The accompanying written instructions, other equipment and personal protective equipment required for the transported ADR class must be adhered to and carried by the truck driver.

Missing necessary protective equipment will be made fee-based available.

For this we charge as follows:

Fire extinguisher à 6 kg	€ 49,00/pieces
Emergency escape mask	€ 50,00/pieces
Screw filter for emergency mask	€ 39,00/pieces

9. Transports of precious goods:

9.1 The transports are carried out directly without transshipment by box trucks or trailers with box bodies.

9.2 Loading of the trucks must be done in the morning. As far as logistically possible, deliveries have to be made on the same day.

9.3 Transport vehicles are staffed by two people, provided that one person stays in the vehicle during stops.

9.4 The delivery of goody of goods requires a signature and name in block letters of the driver and stamp of the carrier. The time of departure must be recorded in writing on the transport document.

9.5 External service providers such as freight forwarders and carriers must be informed in

writing about the previously mentioned security measures.

9.6 As an integrated part of the contract, the safety regulations according to the transport order apply.

10. Ban on transshipment:

There is a general ban on transshipment of full loads. Partial loads up to a declared net weight of 3,500 kg are an exception to this ban.

11. Invoicing:

Invoices will be submitted by E-Mail as a PDF file to logistics.invoice@montanwerke-brixlegg.com. This must be accompanied by a color scan of the delivery receipt (CMR bill of lading) or a confirmed delivery note stating the transport order number. You are not entitled to offset counter-claims against claims of Montanwerke Brixlegg AG.

12. Legal basis:

The transport order, including the terms of this Framework Agreement of Montanwerke Brixlegg AG, is binding even without counter-confirmation. In the case of an order confirmation by the contractor, only the conditions of this Framework Agreement as stated by Montanwerke Brixlegg AG shall apply. Your own general terms and conditions do not apply, even if Montanwerke Brixlegg AG has not expressly objected to this. Furthermore, performance by Montanwerke Brixlegg AG does not constitute approval of the general terms and conditions.

13. Sub-carrier check:

Special care is required due to the high value of the goods! They should either be transported using your own truck or, if the transport order is

placed with a third party, it may only be awarded to carriers with their own fleet. You agree to select the carrier on the basis of the following criteria:

- 12.1 You are required to thoroughly check the suitability and trustworthiness of your subcontractor.
- 12.2 You are obliged to inform Montanwerke Brixlegg AG of the subcontractor in writing before carrying out the transport; Montanwerke Brixlegg AG is entitled to refuse transport by the subcontractor you have selected, in which case you must ensure that the transport is not carried out by the subcontractor concerned.
- 12.3 Further subcontracting of the transport or parts thereof by the subcontractor is strictly prohibited. You are obliged to transfer this subcontracting prohibition to the subcontractor. It is therefore your responsibility to check the carrier you have hired to prevent further subcontracting and monitor the proper handling of the transport.
- 12.4 If the transport order is transferred to a subcontractor, you shall remain responsible for the proper execution of the services in accordance with this Agreement and are therefore liable for any negligence of such subcontractors as if you yourself were to blame. Montanwerke Brixlegg AG expressly prohibits the use of its cargoes in freight exchanges.
- 12.5 Montanwerke Brixlegg AG is entitled to demand proof of fulfilment of the above-mentioned criteria.

14. Safety instructions:

Stopovers and breaks may only be take place at guarded parking lots. Always choose the safest and shortest route for the delivery of Montanwerke Brixlegg AG products. The risk of unlawful misappropriation of the product must be avoided in all cases.

15. Place of fulfilment, place of jurisdiction, set-off, lien and right of retention:

The place of performance for deliveries and payments is Brixlegg.

We are entitled to settle all disputes arising out of this contract or relating to its infringement, dissolution or nullity either before the relevant court in Innsbruck or under the Rules of Arbitration and Conciliation of the International Arbitration Court of the Austrian Federal Economic Chamber in Vienna (Wiener Rules) by a referee appointed in accordance with these rules. The language to be used in arbitration proceedings is German. If the transport order falls within the scope of the CMR, the arbitration tribunal shall apply its provisions. The exclusive place of jurisdiction for the customer is the relevant court in Innsbruck.

Austrian law applies. The applicability of the UN Sales Convention, the international conflict rules and the Austrian freight forwarder conditions is hereby expressly excluded.

It is expressly stipulated that you are not entitled to any right of lien or retention for any of the goods you are given for carriage during the performance of this contract. Any rights of lien and rights of retention due to you under applicable provisions are hereby expressly waived. You are obliged to include the corresponding provisions in the contracts to be concluded with any subcontractors who you commission.

Should any of these provisions be or become invalid, this shall not affect the validity of the remaining provisions. In this case, a valid provision is deemed to have been agreed which corresponds to the objectives of the contracting parties.