

General Terms and Conditions for Contracts of Carriage (Doppelmayr Seilbahnen GmbH)

1. Scope of application:

- 1.1. These General Terms and Conditions shall apply exclusively to freight and transport orders and storage contracts placed with the Contractor by Doppelmayr Seilbahnen GmbH (hereinafter referred to as "Doppelmayr").
- 1.2. Applicability of the CMR Convention (CMR) to all freight and transport orders is expressly agreed. This shall apply even if the scope of application as stipulated in Art. 1 of the CMR or in Section 439a of the "*Unternehmensgesetzbuch*" (Austrian Commercial Code) is not fulfilled.
- 1.3. The Contractor may not invoke its own general terms and conditions or its terms and conditions of transport. No terms and conditions of the Contractor which contradict these Terms and Conditions shall apply. Furthermore, the Contractor may not invoke, or rely on, the "*Allgemeine Österreichische Spediteurbedingungen*" (General Terms and Conditions of Austrian Forwarding Agents) or other terms and conditions.

2. Subject-matter of the contract:

- 2.1. The goods to be transported shall be delivered to the address agreed using the means of transport agreed in accordance with the order issued by Doppelmayr.
- 2.2. The Contractor shall use the suitable vehicles specified in the order and adhere to the presentation dates of the specified vehicles or containers.
- 2.3. The Contractor shall maintain traceable transport records for every single shipment undertaken.

3. Prices:

The prices specified in the quotation or in the order issued by Doppelmayr are generally deemed fixed prices.

4. Contractor's obligations:

- 4.1. In the event of unforeseen transport delays or in the event of transport damage or loss of goods being transported, Doppelmayr shall be notified without delay by telephone and in writing; proof of notification shall be provided upon request.
- 4.2. The Contractor shall also be obligated to inform its employees and other vicarious agents of the obligation to comply with the provisions of these General Terms and Conditions in such a way that proof of information can be provided upon request (*i.e.*, in writing). The Contractor shall satisfy itself, with the due diligence of a prudent freight carrier, that the safety measures are actually being observed.
- 4.3. Furthermore, the Contractor shall ensure that the freight vehicle drivers employed have all relevant foreign national, employment and shipping permits.

- 4.4. The Contractor shall report any accidents and damage events to Doppelmayr and to the Contractor's insurance company without delay.
- 4.5. In the event of damage, the Contractor must obtain instructions from Doppelmayr. The Contractor shall provide, without delay, any information that Doppelmayr or the insurance company may require in order to process the damage event.
- 4.6. The Contractor shall ensure that the loaded vehicles or transport units are properly locked every time that they are parked, even if only for a short period of time.
- 4.7. The vehicles or transport units used shall be equipped with a working state-of-the-art anti-theft system.
- 4.8. The Contractor shall ensure that loaded transport vehicles, trailers, semi-trailers, swap bodies, containers etc. are always properly monitored when parked, and that at night, at weekends, or during public holidays they are only parked in lit, secured car parks or on secured, enclosed premises with adequate surveillance. The parking of loaded trailers/semitrailers by themselves (without the towing vehicle) and the parking of the transport vehicle in an area that is not secure is prohibited without exception.

5. Reloading and/or adding loads:

- 5.1. Reloading and/or adding loads is prohibited without exception if the order is an FTL (full truck load) order, unless Doppelmayr has given its express approval in writing. The Contractor shall be liable for any damage resulting from such reloading, adding of loads or co-loading.
- 5.2. Except in the case of closed container transports, the Contractor shall carry an adequate amount of loading equipment and securing equipment (lashing chains and belts) with the shipment; otherwise, there is deemed to be a vehicle defect.

6. Freight invoices:

- 6.1. Freight invoices issued by the Contractor shall only become due and payable once the invoice along with the original transport documents (CMR waybill, delivery notes, pallet notes etc.) or scanned copies has been submitted to Doppelmayr; proof of submission shall be available upon request.
- 6.2. Proof of delivery shall be sent to Doppelmayr within one week of delivery of the freight.
- 6.3. The Contractor shall bear the risks associated with sending these documents.
- 6.4. Payment shall be due net within 14 days as from the receipt of the invoice. The payment period shall only commence after Doppelmayr has received all the relevant documents.
- 6.5. Doppelmayr shall be entitled to offset invoices against counterclaims (irrespective of their legal basis) and to implement any reductions to freight costs in the event of poor performance. Any prohibition of set-off or retention is hereby expressly rejected.

7. Demurrage:

- 7.1. Demurrage claims for waiting times or idle periods of up to 24 hours shall be excluded without exemption.
- 7.2. Furthermore, claims for reimbursement of expenses and claims for damages or other costs shall be excluded if Doppelmayr cancels the order within 48 hours prior to the scheduled loading date.

8. Insurance:

- 8.1. Before taking on a shipment, the Contractor shall submit to Doppelmayr the insurance policy as proof of adequate insurance commensurate with the industry standard in Austria. This insurance must also cover liability in accordance with Art. 29 of the CMR and damage during loading and unloading processes.
- 8.2. If Doppelmayr does not receive the insurance policy confirming that an adequate carriers' liability insurance has been obtained before the shipment is undertaken, Doppelmayr shall have the right to obtain insurance cover for the shipment at the Contractor's expense and to charge the cost to the Contractor.

9. Hire contract:

- 9.1. In the event that the subject-matter contractual relationship is actually classed as a "*Lohnfuhrvertrag*" (hire contract), the Contractor expressly waives the defence of "hire contract".
- 9.2. The Contractor explicitly agrees that this Contract shall be governed by the liability provisions of freight law (CMR).
- 9.3. If details on the waybill differ from the transport order, then that issue shall be clarified with Doppelmayr prior to undertaking the shipment.

10. Loading and unloading, securing the freight:

- 10.1. Loading and unloading shall be carried out by Doppelmayr or its customers. The Contractor must comply with any instructions issued in this regard. (This shall not apply to ex-works deliveries in accordance with the currently applicable INCOTERMS.)
- 10.2. The goods may only be unloaded at the recipient's address or at the delivery address specified on the waybill.
- 10.3. The Contractor shall follow the instructions issued by Doppelmayr with regard to securing the freight.

11. Unloading dates:

- 11.1. Unloading dates shall be delivery periods within the meaning of Art. 19 of the CMR. The Contractor acknowledges that adherence to the delivery periods is important to Doppelmayr.

11.2. Before accepting the transport order, the Contractor itself shall verify whether it will be able to adhere to the delivery period/unloading date.

11.3. The Contractor shall be at the loading point with the suitable vehicle on the agreed loading date.

12. Acceptance of goods:

12.1. When accepting the goods, the Contractor shall check the quantity and condition of the freight.

12.2. In the event of any deviation, or if it is not possible to perform this check, the Contractor shall record its reservations on the waybill and have the waybill signed by Doppelmayr before departure.

13. Warranty:

13.1. The Contractor shall select and supervise its employees and other vicarious agents with the due diligence of a prudent freight carrier. In particular, the Contractor shall ensure that only vehicles, trailers, semitrailers, swap body containers, technical equipment and other equipment that is in proper working order and is suitable for the order in question are used.

14. Non-performance of the order:

14.1. In the event of a cancellation, or if the Contractor fails to take on the freight or transport order, the Contractor shall order a suitable replacement vehicle without delay.

14.2. The Contractor shall reimburse any additional expense incurred by Doppelmayr as a result.

14.3. The Contractor may not offset any receivables arising from claims against Doppelmayr.

14.4. Any changes may only be made with Doppelmayr's express consent.

15. Force majeure:

15.1. It is expressly stated that the Contractor shall only be released from its obligations if it is unable to execute the order, or to execute the order within the agreed time, due to force majeure, industrial action, business disruptions for which it is not responsible, local unrest and/or official measures and/or other unavoidable events.

15.2. In such case, the Contractor shall present a confirmation to that effect without delay; such confirmation shall have been issued by the competent authorities or by the International Chamber of Commerce.

15.3. Such confirmation shall also specify the probable duration of the disruption. The Contractor shall complete its order without delay once the disruption has been resolved.

16. Applicable law:

16.1. The contractual relationship shall be governed by the laws of Austria.

17. Place of jurisdiction:

17.1. The Regional Court of Feldkirch shall have jurisdiction over any disputes arising between the parties in connection with this Contract, including any disputes regarding the effectiveness of this Contract.

November 2016
Doppelmayr Seilbahnen GmbH