

## General Standard Terms and Conditions

### 1. General

In their relevant forms, the following conditions are valid for the licence agreement overleaf concerning utilisation of the *e-kurier.net* courier exchange on the Internet. Hierl & Müller has the right to change the licensing conditions at any time. The user will be informed of modified licensing conditions by e-mail or some other means, or the conditions may be downloaded or printed out in their relevant current version from *e-kurier.net*. If the user does not agree to the updated conditions, the user has four weeks within which to object. The attention of the user is hereby expressly drawn to the user's right of objection. Amendments and modifications of the licensing agreement, or subsidiary agreements to it, must be expressed in writing.

### 2. Terms of the agreement

Acting as courier services or other carriage service providers, users shall submit requests for tender to the *e-kurier.net* courier exchange, or shall revoke such requests. All parties to the licence agreement accept that the licence to use the *e-kurier.net* courier exchange is limited to cars, vans/trailers and trucks to a permitted laden weight of 7.5 t. *e-kurier.net* does not act as a contracted party to, or agent for contracts of carriage arising out of the courier exchange, and thereby takes no responsibility either for details as supplied by users pertaining to requests for tender with a view to conclusion of contract of carriage. All users are responsible for their own details.

### 3. Copyright

The contents of the *e-kurier.net* courier exchange are protected by copyright. Contents of the database may not be copied, distributed or made available in any other way to a third party. Right of access to the database is limited to the company site named by the user in the agreement. Access to the database for other commercial sites belonging to the user must be covered by a separate licence agreement in each case. Permission to use information accessed from the database is restricted to the individual needs of the user only. It is not permitted to pass on data to a third party or another commercial site of the user.

### 4. Password and user ID

Every user gets a password, which identifies him/her as an authorised user. The attention of the user is expressly drawn to the obligation of the user to maintain secrecy of password and user ID, and not to record these either in writing or electronically, and thereby to ensure that third parties are not able to gain inappropriate access to the *e-kurier.net* database at the expense of the user. It is also the responsibility of the user to ensure that employees of the user abide by the above obligation.

### 5. Scope of licence

Hierl & Müller cannot be held responsible for any damages which ensue for the user as a result of use of the database. Under normal conditions, 24 hour daily access to the database is provided. Hierl & Müller hereby reserves the right to interrupt the service for maintenance work. Hierl & Müller cannot be held liable for disruptions or difficulties in accessing the database resulting from the Internet server, or for poor connections. In particular, the user has no right to withhold the monthly subscription payment, either in part or in full.

### 6. Terms and conditions of licence

In the event of problems when entering or accessing data at *e-kurier.net*, in spite of user prompts, the user may obtain help by telephone during normal working hours. Inappropriate use of the courier exchange is forbidden, in particular the keying in of false information, and here concerning above all amount and type of freight, shipping point and destination, as well as route of carriage and identity of the party to the contract. The user is obliged to delete from the *e-kurier.net* portal without delay any offers/requests which are no longer current.

The right to place freight offers and acceptance of order placements is not to be activated till we checked your credit assessment and financial background. The decision according that is exclusively within our discretion. Multiple payment obstructions or deterioration in credit assessments may cause a withdrawal of the arrayed right as a safeguard for others. The deactivation of the above mentioned right does not entitle the user to claim for an extraordinary termination of the contract.

## **7. Appraisal system**

Hierl & Müller cannot ensure that every user is the natural or legal person the user claims to be, since identification of Internet users is difficult. In order to avoid deception, an appraisal system has been devised, by means of which users may appraise each other after a contract has been completed. The appraisals are not checked by Hierl & Müller, and can by their nature be unfounded or misleading. The user is obliged to give true and objective details in appraisals he or she makes, and to act in accordance with the law. It is prohibited to make unfounded appraisals, evaluations about oneself, or to incite third parties to do so. In the event of non-compliance, Hierl & Müller may bar right of access to the user at any time or remove appraisals made by the user.

## **8. Cancellation right**

The agreement is valid for a period of at least 12 months in the first instance. If it is not cancelled in writing at least one month before expiry, the agreement is automatically renewed. The right to cancellation without notice remains unaffected. Hierl & Müller has in particular the right to cancellation without notice, if the user uses the *e-kurier.net* courier exchange inappropriately or infringes the rules governing its use. It shall also be deemed a compelling reason for right of cancellation without notice if payment by the user is more than two months in arrears, or if the user is declared bankrupt, or if, as a result of several poor appraisals of the user (at least four), the latter's reliability can no longer be objectively guaranteed.

## **9. Price changes**

Hierl & Müller reserves the right to make price changes. The user will be informed of this immediately and has the right to cancel the agreement within four weeks of being informed of the new prices.

## **10. Invoicing**

The subscription charges for user's licence as per agreement is always due 12 months in advance. In the event of payment falling into arrears, Hierl & Müller has the right to charge interest on arrears at the rate of 5% in excess of the bank rate of the Federal Bank. The company expressly reserves the right to claim for any further damage.

## **11. Liability**

Hierl & Müller GbR accepts liability for damages suffered by the user, only inasmuch as the former or its vicarious agents may be shown to have acted with gross negligence or malice aforethought. In particular also, Hierl & Müller does not accept any liability for statements about the user concerning the latter's payment practices and reliability which other users may have entered on the appraisal system. Hierl & Müller only claims to check the appraisals, and to exclude the user from the system in the event of there being at least four negative appraisals.

## **12. Severability clause**

The invalidity of individual provisions of these General Standard Terms and Conditions does not affect the validity of the remaining provisions. Any eventual invalid conditions shall be replaced by such as approximate closest to them with regard to their commercial purpose.

## **13. Application of German law, court of jurisdiction**

German law finds application.

The court of jurisdiction is to be at Straubing, in so far as this is legally admissible.

Date 01/2020