

General terms and conditions of business of Messrs. TRS Transport Service GmbH

I. Area of application

1. The following general terms and conditions of TRS are to be applied to all performances, which will be provided by TRS with respect to the customer in the future, even then, if these are not agreed upon once again expressly. By placing an order to Messrs. TRS, the customer acknowledges these business-conditions expressly. We, herewith, expressly oppose to any reference to possibly existing own terms and conditions the customer may make in his purchase order or on occasion of a counter-confirmation.
2. Deviations from the present business-conditions are only effective, if such deviations would be confirmed by TRS in writing.

II. Conclusion of contract

1. The contract about making available an accompaniment and/or obtaining a permit will become effective upon receipt of the purchase order by Messrs. TRS, without the need of a written confirmation of the same. If TRS do not want to execute the job, they will have to declare immediately, i.e. on the expiry of the day following the date of receipt of order the latest, that they reject the order.
2. Also orders placed verbally are to be considered as an effective quotation on the conclusion of a contract about making available an accompaniment, Jobs to the procurement of an authorization are to be given in writing together with a specification of the exact extent of the route. In this case, the contract about the obtaining of a permit is to be considered as brought about on the basis of the given order form. Supplements and alterations are subject to be made in writing,

III. Execution of the performances * performance-time

1. The orders placed with Messrs. TRS will be executed with the due diligence of a prudent merchant.
2. TRS are not obliged to perform the services through their own personnel, but for fulfillment of the contractual performances they may make use of subcontractors. *
3. The accompanying of transportation will be placed at disposal of the customer in due time and at the place of departure stated by the customer. Dates regarding the duration of obtaining the permits are not binding,
4. A necessary police-accompanying will be applied for only in the case, if the customer has requested this in writing, together with the indication of the place and time of departure, Messrs. TRS point out that the application for a police escort must take place in time, since it might take a longer time between the request for accompanying and the actual placing at disposal. Accompanying of police can only be ordered, if a permit has already been granted and the disposition about the time and place of departure have already been advised by the customer in due time.
5. TRS is not liable for postponements in the transportation-handling, resulting from the fact that the accompanying vehicles placed at customer's disposal has become defective, nor are they liable for postponements, the reasons for which are beyond TRS's responsibility (weather-situation, traffic-steering measures, governmental regulations which are not comprised in connection with the order on obtaining the corresponding permits, etc.).

IV. Prices and conditions of payment

1. Unless otherwise state, invoicing of the purchase order will be effected on the basis of the submitted offer. If there has not been forwarded an offer prior to the conclusion of the contract, the following standard rates will be taken as a basis:

- a) For obtaining the permit _____
- b) For accompanying _____

2. The settled prices are to be understood without the legally valid sales tax plus the expenses and charges charged by the relevant Authorities.
3. Quotations and estimates are non-binding, as long as there will have to be taken into account governmental obligations differing from the quotation (different guidance of travel route; demand to put at disposal a BF3 vehicle instead of the offered BF 2 vehicle, etc),
4. As far as not agreed upon otherwise, the invoices of TRS will be payable within 20 days upon the date of invoice, net without deduction. The payment is considered to be effective if Messrs TBS may dispose of the amount. In case of payment by means of cheque, payment will become effective if the cheque has been credited in the account unconditionally.
5. If the customer defaults in payment, TRS is entitled, to charge the customer with the interests, counting from the date of delay, and in the amount of a rate which is usually charged by commercial banks for open current account credits, plus the legally valid sales tax. The interests for delay amount to at least 6% above the presently valid bank-rate.
6. The customer will have the right to prove TRS a .more inferior charge of interests.
7. TRS are not obliged to furnish guarantees and/or securities on behalf of the customer. If TRS nevertheless renders such performances in the interest of the rapid handling of the transportation, these have to be reimbursed to TRS within week-period upon request by TRS, including all cost and expenses accrued.
8. If a purchase order will be cancelled by the customer, regardless for what reason, the customer will be obliged, however, to provide for the usual monetary compensation, plus the cost and expenses already accrued.
9. In the case of an order on accompanying a transportation, the accompanying vehicles will be reserved for the customer. If the customer cancels such an order, TRS will charge the customer for non-utilisation of the accompanying vehicles the following lump sum prices:
 - a) BF2 vehicle EUR 306,78 per commenced 24 hours
 - b) BF3 vehicle EUR 511,29 per commenced 24 hours,"
10. The customer has the possibility to produce evidence that an elsewhere disposition of the reserved vehicle would have been possible.
11. Setting off of the customer against the due claims of Messrs. TRS is only allowable in case of undisputed claims or if they have become res judicata. In all other cases setting off" of claims cannot be accepted.

V. Liability

1. During handling of the jobs, TRS is liable for their co-workers and, if any, sub-contractors charged with the job, only insofar, as TRS can be imputed intents and coarse negligence.
2. If the order has been placed verbally, TRS is not liable for any misunderstandings resulting from this. Nor is TRS liable for faulty instructions of the customer, for the observance of the official regulations, damages in the public traffic-area, caused by the guided vehicle, and for damages, which result from the fact, that co-workers <of the TRS have achieved supports in connection with the transaction of the transportation (for example guiding corrections, directions, etc).
3. The customer has to check the approved route regarding mistakes before departure. Messrs. TRS are not responsible for errors in inquiring the route.

VI

1. These terms and conditions, as well as entire legal relationships between TRS and the customer are subject to German law.
2. As far as the customer is a merchant who has been entered in the Commercial Register as a merchant, as defined by the Commercial Act, or a body corporate of the Public Law or represents special fund under public law, the town of Essen will be the exclusive

jurisdiction for all disputes, direct or indirect, arising out of the contract.

3. Place of performance for all performances to be provided by TRS will be Essen.
4. If a regulation of these terms and conditions, or a regulation in connection with other agreements should be or become ineffective, the effectiveness of all other regulations and agreements, will not be prejudiced by this.