

SystemPlus General Terms and Conditions International

1. Documentation

For the due processing of shipment orders, we require the following documents:

- for deliveries within the member countries of the European Union:
- the completed SystemPlus Forwarding Order International
- for Exports:
- the completed SystemPlus Forwarding Order International
- a commercial invoice in triplicate
- Export documents:
- the Export Declaration
- a valid Preferential Certificate
- if required, a Certificate of Origin
- for Letter of Credit consignments: a copy of the Letter of Credit

The party ordering the service is liable for the consequences resulting from faulty preparation of the documentation.

2. Dimensions and Packaging / Restrictions

SystemPlus can only transport packages and pallets, which exceed the dimensions and weights specified below, after prior consultation and agreement:

Packages: Length: 1.80 m, straps circumference: 3.00 m, Weight: 31.5 kg
Pallets: Dimensions: 1.00 x 1.20 m, Height: 2.20 m

Goods by volume are calculated on the basis of 1 cu.m. = 200 kg.

All consignments must be securely packaged for transportation and provided with a SystemPlus address sticker and all essential sending information must be stated.

Excluded from the transportation are not proper packaged goods and unpacked goods.

The transportation of goods, whose measures differ from the defined ones, is only possible on demand.

Excluded from transportation are:

- Precious metals, gems, objects made of precious metals or gems (except for products used by the industry), jewels, pearls, jeweller's items (except costume jewellery with precious metals and gems), money, coins, securities, stamps of all sorts, objects of and removal goods;
 - Radioactive substances and nuclear fuels insofar they exceed the legally permissible allow-ance limits;
 - Weapons and munitions;
 - Animals with the exception of live, invertebrate animals.
- Dangerous Goods consignments are provided upon request.

3. Costs and Terms of Payment

The costs are invoiced according to the terms of payment as follows:

4. Cash-on-Delivery

We accept cash-on-delivery consignments up to an amount of EURO 2,556.00 and deliver against cash or bank certified cheque.

SystemPlus will not be held liable for and delayed/unaccomplished deliveries as a result of the fact that the consignee did not pay the cash-on-delivery consignments in the stipulated form.

5. Liability

Insofar that these conditions are not otherwise amended, the General German Forwarders' Conditions (ADSp) in the current version are applicable for our business transactions. Any overriding legal provisions which are mandatory, take precedence. Pursuant to the legal provisions pre-scribed in German Commercial Code (HGB), the relevant provisions of the CMR of 1956 in the current version and the Warsaw Agreement of 1929 in the current version shall be applicable. These restrict in Ziff. 23 ADSp the legal liability for goods damages according to § 431 HGB for damages in the custody of the forwarding agent on EUR 5.00 per kg. In case of a contract of multi-modal carriage - including sea transport - contrary to section 23.1.1 to 2 SDR per kg to EURO 1 million or 2 SDR per kg per claim, whichever is the higher.

6. Insurance

SystemPlus has taken out a minimum transport insurance for each consignment in favour of the party ordering the carriage of goods with the following benefits:

- For damage to goods (loss and damage) according to the ADS Freight Insurance 1973, as revised in 1984, a coverage of up to EURO 50,000.00, however, only EURO 1 million at most per lorry load, even when several ordering parties claim damages.

- For damages other than to goods (indirect damages resulting from the goods damage and economic loss) a maximum of EURO 100,000.00.

An insurance coverage sum which exceeds the above amounts may be taken out before entering the transport contract with the payment of a special premium.

7. Comments

In respect to lead times and possible service limitations for specific consignments, as for example customs goods, trade fair consignments, cash-on-delivery consignments, reference should be made to our separate country information sheets.

Consignment information data must of necessity be electronically stored.

| | EU Member States Deliveries / goods in free circulation | | | | Exports/Imports | | | | | | | | |
|---|---|-----|----------------------|-----|------------------------|-----|----------------------------------|-----|--|-----|--------------------------|-----|---|
| | Delivery free house | | Delivery ex works | | Delivery free house | | Delivery free house duty paid | | Delivery free house duty un-paid | | EX works duty un-paid | | |
| | Sen | Rec | Sen | Rec | Sen | Rec | Sen | Rec | Sen | Rec | Sen | Rec | |
| Transport Costs Door-to-Door plus transport insu-rance premium | X | | | X | X | | X | | | X | | | X |
| Customs Clearance Charges for Import | | | | | X | | X | | | X | | | X |
| Customs-Euro | | | | | X | | X | | | X | | | X |
| Cash on Delivery Fee | X | | X | | X | | X | | X | X | | X | |
| Cash on Delivery | | X | | X | | X | | X | | X | | X | |

Sen=Sender/Rec=Receiver

The Advance Commission comes to 2% of the pertinent import levies. The domestic orderer is liable for all costs which are to be paid by the foreign consignor or consignee, jointly and severally