

## General Terms and Conditions – Contractor GTC

### 1. Scope of Application

These General Terms and Conditions Contractor GTC apply to all services provided or arranged by BetterMove GmbH, based in Wörgl, in its capacity as a commissioned freight forwarder or carrier, hereinafter referred to as the “Contractor,” for its contractual partner, hereinafter referred to as the “Client.”

The Client expressly agrees that these GTC, which can be viewed at any time at <https://www.bettermove.at/downloads/>, shall apply to all future transactions, regardless of whether they are expressly referred to again, particularly in the case of oral, telephone, or electronic orders. Any deviating terms and conditions of the Client which are not expressly accepted in writing by the Contractor shall be deemed invalid, even if not explicitly rejected. The Client may not invoke their own terms and conditions, even if they are included in an issued order. Exclusively the GTC of BetterMove GmbH and, additionally, the currently valid General Austrian Forwarders' Terms and Conditions (AÖSp) shall apply. Any conflicting terms and conditions of the Client are expressly excluded. Furthermore, the Client agrees that these GTC shall apply to all future business relationships without the need for further express reference, especially in the case of oral, telephone, or electronic order placements.

### 2. Offer

All offers made by the Contractor are non-binding, subject to change, and are based solely on the shipment information provided by the Client, as well as the prices, tariffs, exchange rates, and charges of all third parties involved in the execution of the transport as applicable on the date of the offer. Changes to these underlying factors entitle the Contractor to adjust the quoted prices accordingly. The quoted freight rates are subject to the availability of transport equipment, in particular loading space, empty containers, and vessel space, and assume transportation by the Contractor's partner companies. The selection and commissioning of carriers and subcontractors shall be at the sole discretion of the Contractor, unless otherwise expressly agreed in writing with the Client. Unless explicitly stated otherwise, the quoted prices and surcharges are exclusive of any applicable taxes and duties. They remain valid until revoked or until new surcharges are introduced, particularly those resulting from changes in legal or economic conditions. Due to volatile price developments in the energy sector, the Contractor reserves the right to apply a variable diesel surcharge. This surcharge is calculated based on the current average price for diesel fuel as published in the Weekly Oil Bulletin of the European Commission, available at [https://energy.ec.europa.eu/data-and-analysis/weekly-oil-bulletin\\_en](https://energy.ec.europa.eu/data-and-analysis/weekly-oil-bulletin_en), at the time the offer is made. Additional surcharges may be introduced at any time, provided they are objectively justified and necessary for the performance of the transport service. Such changes will be communicated to the Client in a timely manner.

### 3. Applicability of the AÖSp

In addition to these General Terms and Conditions, the General Austrian Forwarders' Terms and Conditions (AÖSp) in their most recent version shall apply. These were originally published in the Official Gazette of the Wiener Zeitung 1947/184 and last amended by the Official Gazette of the Wiener Zeitung 1993/68. The AÖSp are available in both German and

English on the website of the Austrian Federal Economic Chamber at:  
[https://www.wko.at/branchen/transport-verkehr/spedition-logistik/Allgemeine\\_Oesterreichische\\_Spediteurbedingungen\\_\(AOeSp\).html](https://www.wko.at/branchen/transport-verkehr/spedition-logistik/Allgemeine_Oesterreichische_Spediteurbedingungen_(AOeSp).html)

The Client expressly acknowledges the applicability of the AÖSp as an integral part of the contract and agrees to their application, even in the case of Clients based abroad. The Client expressly declares themselves to be a "Prohibited Customer" within the meaning of §§ 39 ff AÖSp, meaning they undertake not to hand over any prohibited goods as defined in the AÖSp for transport without the Contractor's prior written consent. In the event of any conflict between these GTC and the AÖSp, the provisions of these GTC shall take precedence, insofar as they are more favorable to the Contractor or contain specific provisions for particular services.

#### **4. Applicability of Conventions**

The inclusion of these General Terms and Conditions does not affect the applicability of international conventions in their respective valid versions, insofar as their provisions contain mandatory rules that may not be derogated from by these GTC. In particular, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply, provided the conditions for its applicability are met. The same applies to other mandatory national or international legal regulations, such as those relating to customs, dangerous goods, or air freight regulations. Where legally permissible, however, the provisions of these GTC and the AÖSp shall take precedence, especially in cases where non-mandatory law is applicable.

#### **5. Loading and Unloading, Load Securing, Packaging**

The Client is solely responsible for ensuring that the loading and unloading of the freight is carried out properly, safely, and without delay. All damages resulting from processes or circumstances related to loading or unloading shall fall exclusively within the Client's area of responsibility, regardless of whether the Client performs the loading/unloading themselves or through a third party commissioned by them. This applies even in cases where no direct contractual relationship exists between the Client and the actual loading or unloading party. If, in individual cases, loading or unloading is performed by the Contractor's driver or any other assistant, such person acts explicitly in the name and at the risk of the Client and shall be regarded as the Client's vicarious agent. The Contractor shall not be liable for the actions of such individuals. The duty to properly and legally secure the load lies entirely with the Client, even if loading was carried out by the Contractor's driver or took place under their supervision. Load securing must comply with all applicable legal regulations, the provisions of the Road Traffic Regulations, and the generally accepted rules of technology, particularly regarding road and operational safety. The Client guarantees that the packaging of the goods is suitable for transport, appropriate for the goods, and adapted to the respective means of transport. Services such as packaging, stowage, container stuffing, and other preparatory or accompanying measures shall always be deemed the responsibility of the Client. For such services, the provisions of the AÖSp apply additionally. The Contractor is under no obligation to inspect, check, or repair the goods, their packaging, or their securing. Nor is the Contractor obliged to point out any visible defects unless there is a statutory obligation to intervene. In the case of temperature-controlled transport, the Client is obliged to pre-cool the goods to the required transport temperature prior to handover to the Contractor, to specify the correct target temperature, and to provide appropriate documentation. Responsibility for maintaining the cold chain begins only upon takeover by the Contractor of goods that have already been properly temperature-controlled.

## 6. Cancellation

A transport order is considered binding as soon as the Contractor issues a written or electronic order confirmation to the Client. From that moment, a contractual obligation exists to execute the order under the agreed terms. If the Client cancels a confirmed transport order, the Contractor is entitled to a contractual penalty of 80% of the agreed freight charge, regardless of fault. This lump-sum penalty is due irrespective of whether any actual damage has occurred. The Contractor reserves the right to assert further claims, in particular for lost profits, scheduling expenses, empty runs, waiting times, or lost follow-up orders, in addition to the contractual penalty. Cancellations must be made in text form only. The decisive factor for the timing of the cancellation is the receipt of the cancellation notice by the Contractor during its regular business hours. Cancellations due to force majeure or legal impossibility of performance are only free of charge if the Client immediately notifies the Contractor of the occurrence of such circumstances and credibly demonstrates that they are not responsible for the cancellation. In all other cases, the above provisions shall apply.

## 7. Special Goods and Dangerous Goods

The Client has a special duty to inform the Contractor of all characteristics of the goods that may entail additional requirements, risks, or hazards during transport, storage, or handling. In particular, the Contractor must be fully and clearly informed in writing prior to placing the order if:

- the value of the goods exceeds €10 per kilogram,
- the shipment contains dangerous goods as defined by the ADR, waste, goods sensitive under food regulations, particularly fragile or perishable goods, or goods at high risk of theft,
- special storage, handling, or temperature requirements must be observed,
- special packaging, labeling, or treatment is required.

The Client guarantees that all dangerous goods information—including proper designation, UN number, packing group, labeling, classification, and transport category—will be complete, accurate, and provided in a timely manner in accordance with ADR regulations. The Client also undertakes to provide all transport-relevant documentation and declares to have a designated Dangerous Goods Safety Advisor as required by applicable legislation. Dangerous goods may only be offered to and handed over to the Contractor with the Contractor's prior written consent, regardless of whether the goods are classified as dangerous under national or international regulations. Without such prior written approval, the Contractor is not obliged to accept the goods. In the event of a breach of this obligation, the Client shall bear sole responsibility for any resulting damages, costs, or official actions. The packaging and the goods themselves must be clearly and durably marked with all legally required information, particularly concerning type, nature, risks, and handling instructions. The Client affirms that all relevant legal, hazardous goods, and regulatory requirements are complied with and shall fully indemnify the Contractor against any claims by third parties, including authorities, carriers, or recipients—that arise from violations of these obligations.

## 8. Assignment of the Order, Use of Subcontractors

The Contractor is entitled to assign the forwarding or transport order, in whole or in part, to suitable third parties without the prior consent of the Client. In particular, the Contractor may, at its sole discretion, engage subcontractors, vicarious agents, or additional carriers. The Contractor undertakes to exercise the care of a diligent freight forwarder or carrier

when selecting and commissioning such third parties, especially with regard to their professional qualification, reliability, and legal eligibility to perform the service. The involvement of a subcontractor does not create a direct contractual relationship between the Client and the subcontractor. The Contractor shall remain the Client's contractual partner and is responsible for the proper execution of the contracted services, unless statutory exclusions of liability apply or otherwise provided in these GTC or in the AÖSp. Any exclusion of subcontracting or binding nomination of specific carriers shall only be valid if expressly agreed in writing in the individual case.

## **9. Declared Value and Special Interest in Delivery**

An increase in the maximum liability amount as provided in Article 24 of the Convention on the Contract for the International Carriage of Goods by Road (CMR) or a declaration of special interest in delivery as per Article 26 CMR cannot be validly agreed with the Contractor. The Contractor expressly rejects any form of value or interest declaration, especially if such a declaration could lead to an increase in the statutory or contractually agreed liability limits. This applies regardless of how the value or special interest is communicated—whether through references in orders, quotations, invoices, delivery notes, emails, or other documents. Merely disclosing the value of the goods or the order does not constitute an agreement on a declared value or special interest and shall under no circumstances lead to an increase in the statutory liability limits, even if the Contractor does not explicitly object. Any deviation from this rule requires the Contractor's express written consent; otherwise, such a declaration is deemed invalid. An agreement resulting in liability beyond the statutory limits—such as through the declaration of a special economic interest or by waiving liability limitations under national or international transport law—is explicitly excluded.

## **10. Compliance with Legal and Regulatory Requirements**

The Client undertakes to fully and timely comply with all laws, regulations, official directives, and customs, tax, and foreign trade regulations applicable to the execution of the transport. This includes, in particular, the regulations of customs, port, airport, railway, and other authorities both domestically and abroad. The Client bears sole responsibility for providing all required documents, declarations, and permits and guarantees that all information necessary for the processing of the shipment is complete and accurate. The Client further undertakes to fully bear and pay all customs duties, import and export charges, taxes, fees, and other public levies incurred in connection with the execution of the transport. The same applies to any official measures, fines, penalties, late fees, or other costs resulting from breaches of duty by the Client or its vicarious agents. The Client further agrees to indemnify and hold the Contractor harmless from any resulting claims, additional charges, expenses, or damages.

## **11. Damage and Loss of Goods**

In the case of non-visible loss or damage to the goods, the sender or Client bears the burden of proof that the damage occurred during the Contractor's period of liability. The period of liability is strictly limited to the time between the Contractor's acceptance of the goods and their proper delivery to the recipient. Visible damage or shortages must be reported immediately and expressly in writing to the carrier at the time of delivery. Non-visible damage must be reported without delay after discovery, but no later than seven calendar days after delivery, in writing to the Contractor. The deadline begins on the day of delivery, including Saturdays, Sundays, and public holidays. If notice is not given within these time limits, the goods shall be deemed to have been delivered in full and undamaged in accordance with the provisions of the CMR and the AÖSp. Oral or telephone complaints do not substitute for a written notice of damage. Before acknowledging any damage or loss,

the Contractor is entitled to request full documentation, including transport documents, photos, damage reports, delivery receipts, and other supporting evidence. Without such documentation, the Contractor's liability cannot be established.

## **12. Delivery Deadlines, Time Slots and Delays**

Loading and unloading dates provided by the Contractor do not constitute binding delivery deadlines within the meaning of Article 19 CMR, but are merely non-binding standard transit times or indicative values based on experience and normal traffic conditions. Binding commitments regarding specific times for loading, unloading, arrival, or delivery are only valid if expressly confirmed in writing by the Contractor. In all other cases, the Contractor assumes no liability for exceeding these indicative times, especially not for consequential damages, loss of profit, demurrage, contractual penalties, or late fees resulting from delayed delivery or late submission of documents. This also applies to failure to meet so-called "loading windows," "time slots," or booked time corridors, regardless of whether these were specified by the Client, the consignee, or third parties. The Contractor shall not be liable for any damages resulting therefrom, unless in cases of gross negligence proven by the Client. The Contractor is also under no obligation to anticipate or compensate for circumstances such as traffic disruptions, waiting times at loading or unloading sites, border delays, weather-related disruptions, or operational issues affecting third parties.

## **13. Loading Equipment Exchange**

The exchange of loading equipment, particularly Euro pallets, mesh boxes, or other transport aids, shall take place only upon the Client's explicit written request and only to the extent that such an exchange is possible and reasonable. An additional charge of 10% of the agreed freight rate will apply for any load carrier exchange. The Contractor assumes no obligation to return or manage load carriers and accepts no liability for any so-called "exchange risk." An exchange will only occur if the recipient provides a sufficient quantity of exchangeable load carriers in proper condition. The organization and availability of such a stock is the sole responsibility of the Client. If an exchange is not possible at the loading or unloading location for any reason, the Client shall have no claim for compensation, unless the Contractor is proven to have acted intentionally or through willful omission. Exchange at the recipient's location is also excluded if a proper exchange did not occur at the sender's location. The Contractor is under no obligation to return non-exchanged load carriers at a later time. Any additional costs resulting from failed exchanges—such as demurrage, return trips, or separate transport—will be charged to the Client. The Contractor accepts no liability for discrepancies in load carriers unless such discrepancies are due to intentional breaches of duty.

## **14. Payment Claim, Due Date, Payment Default**

The Contractor's entitlement to payment of the agreed freight charge arises upon proper delivery of the goods to the recipient, regardless of whether the Client has passed on the charge to its customers or third parties. Unless otherwise agreed in writing, payment shall be due within 10 calendar days net from the invoice date. Cash discounts or other deductions are not permitted and will not be recognized by the Contractor. In the event of payment default, the Contractor is entitled to charge default interest of 1.5% for each commenced month, in accordance with § 29 of the AÖSp. Furthermore, the Client must fully reimburse all costs related to extrajudicial and judicial collection, including reminder fees, debt collection charges, and attorney fees. The right to claim damages exceeding these costs remains expressly reserved. Payments are only considered made once the invoiced amount has been fully credited to the Contractor's account.

## **15. Transport Insurance**

The Contractor's liability is limited. Therefore, the Client is advised to take out transport insurance at their own expense. Transport insurance will only be arranged by the Contractor if this has been expressly requested in writing.

## **16. Staffing, Vehicles, Route Selection**

The vehicles used by the Contractor are generally dispatched with a single truck driver. If the Client explicitly requests a two-driver crew in writing, this can be arranged with sufficient notice and subject to an additional freight charge. Using two drivers may reduce the risk of theft during transport. Due to the current security situation in European freight traffic, such a measure is recommended. Legally required driving and rest periods are typically observed at standard public parking areas. If the Client requires these breaks to be taken exclusively at guarded parking facilities, this must be explicitly communicated to the Contractor in writing in advance. Use of guarded parking areas may be arranged, where available, for an additional fee. As a rule, standard curtain-sided trailers are used. To mitigate certain risks—especially theft—the Client may request the use of a box trailer, provided such a request is made explicitly and in writing. Availability of such equipment must be checked separately and will only be provided subject to an additional freight charge. The Contractor is under no obligation to provide special types of vehicles unless expressly agreed in writing.

## **17. Lien and Right of Retention**

To secure all claims to which the Contractor is entitled against the Client under the respective contractual relationship, including due and not yet due claims—the Contractor shall have a statutory lien and right of retention over all goods, documents, or other items attributable to the Client that are in the Contractor's actual possession. Unless the Client explicitly and in writing states at the time of order placement that the freight is owned by a third party, the Contractor is entitled to assume that the Client is either the owner of the goods or authorized to dispose of them. The Client shall be liable to the Contractor for any claims arising from unauthorized disposition of third-party goods. The Contractor is entitled to retain possession of the entrusted goods until all outstanding claims, including those arising from other contractual relationships with the Client, have been fully settled. The Client may only prevent the exercise of the Contractor's lien if, prior to its exercise, the Client provides an equivalent bank guarantee or other financial security instrument from a recognized credit institution, and such instrument is explicitly accepted by the Contractor.

## **18. Waiting Time Charges (Demurrage)**

The Contractor is entitled to charge demurrage if the total loading or unloading time at any given location exceeds 1.5 hours. Loading time is defined as the period between the vehicle's arrival at the designated loading or unloading point and the completion of full loading or unloading. The demurrage charge is €450 per day, or at least €100 per commenced hour for actual waiting times of less than 24 hours. For special transports, the Contractor is entitled to a higher demurrage charge of €600 per day, or at least €120 per commenced hour for waiting times under 24 hours. The right to charge demurrage arises regardless of whether the Client is at fault. Charges may also apply when delays result from circumstances beyond the Client's control, such as instructions from third parties, operational delays at the recipient's premises, or technical issues. The Client retains the right to prove that the actual loss incurred was lower. Any additional claims for damages by the Contractor due to extended delays or consequential losses remain unaffected.

## **19. Set-Off and Right of Retention**

The Client is not entitled to declare set-off or assert a right of retention against claims of the Contractor, particularly regarding freight charges or other fees. Freight deductions, reductions, or offsets against alleged counterclaims are strictly inadmissible, regardless of their legal basis. A right of set-off or retention exists only if the Client's counterclaim has been legally established, is undisputed, or has been explicitly acknowledged in writing by the Contractor. This comprehensive prohibition of set-off and retention applies in favor of the Contractor at all stages of the contractual relationship, including in cases of complaints, claims for damages, or alleged deficient performance. § 32 of the General Austrian Forwarders' Terms and Conditions (AÖSp), in its current version, expressly applies.

## **20. Contract Language**

The contract languages are German and English. These General Terms and Conditions are available in both German and English versions, and both versions are considered equally binding. However, in the event of interpretational difficulties, linguistic ambiguities, or contradictions between the two versions, only the wording of the German version shall be decisive and binding. This applies in particular to legal terminology, formulations, and matters of interpretation.

## **21. Severability Clause**

Should any provision of these General Terms and Conditions be or become wholly or partially invalid, void, or unenforceable, the validity of the remaining provisions shall remain unaffected. In place of the invalid or missing provision, a legally permissible substitute provision shall be deemed agreed upon, which comes as close as possible to the economic purpose of the original provision. This shall apply accordingly in the case of unintended omissions or regulatory gaps.

## **22. Applicable Law and Jurisdiction**

All legal relationships between the contracting parties shall be governed exclusively by Austrian law, excluding the conflict-of-law rules of international private law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising from or in connection with these General Terms and Conditions, the underlying contract, and all related individual agreements—including disputes concerning their formation, validity, interpretation, or termination—shall be the competent court in A-6300 Wörgl, Austria. This jurisdiction agreement also applies to foreign Clients, regardless of whether the Client is based inside or outside the European Union. These General Terms and Conditions form the exclusive basis for cooperation, unless otherwise expressly agreed in writing. They are deemed accepted even without written confirmation if the Client has been informed of their applicability—by quotation, email correspondence, order confirmation, or otherwise—and places a transport order or makes use of services provided by the Contractor. The contract languages are German and English. In the event of linguistic ambiguities or interpretational issues, only the German version shall be decisive and legally binding.