

## GENERAL TERMS AND CONDITIONS – PROGROUP

### 1. Scope of Application

- These General Terms and Conditions shall form an integral part of contracts for freight orders and freight forwarding services between the carrier and Progroup AG or the companies affiliated with Progroup AG pursuant to Section 15 et seq. of the German Stock Corporation Act (hereinafter “Progroup”). Once the carrier has accepted the validity of these General Commercial Terms and Conditions, they shall also apply to future contracts with the carrier. Unless otherwise agreed, the General Commercial Terms and Conditions shall apply in the version valid at the time the contract is concluded.
- The Carrier’s General Terms and Conditions shall apply only if Progroup expressly agrees to them in writing. A mere reference in a document of the Carrier that contains or refers to its General Terms and Conditions does not constitute such consent.

### 2. Prices

- **Freight rate:** The quoted rates cover all ancillary costs, such as tolls, diesel surcharges, tracking fees, and minimum wage requirements.

### 3. Issuing of Orders

- **Written Transport Order:** For each shipment, the carrier receives a written transport order from Progroup via email (PDF). The details in the transport orders sent via email regarding loading time, vehicle type, weight of the goods, etc., are binding and must be strictly adhered to by the carrier.
- **24/7 Loading:** Loading takes place around the clock (24/7). Time slots for loading and unloading are agreed upon through transport planning.
- **Deviations from Orders:** In the event of deviations from the agreed terms (loading time, vehicle type, vehicle load weight), the responsible transport planner must be notified immediately.

### 4. Sale of transport orders

- **Prohibition on Resale:** The carrier is prohibited from selling the transport order placed with it to third parties without Progroup’s authorization, or from posting it on trading platforms (e.g., Timocom) for subcontracting to third parties.

### 5. Billing and paperwork

- **Billing procedure:** Billing is handled via the credit note process. Freight credit notes are issued at the beginning of each month for the entire previous month. The credit note notifications are sent via email.
- **Payment terms:** The payment term begins upon issuance of the credit note notification.
- **Reconciliation of discrepancies:** Any discrepancies between freight orders and credit note notifications must be reconciled with the plant’s transport planner.
- **Cross-border transport:** For cross-border transport, the carrier receives the pre-filled WSB “white freight forwarding certificate” (certificate for VAT purposes) along with the freight credit note. The WSB must be signed and returned without comment to PG-WSB@progroup.ag.
- **DIWASS:** If the carrier transports freight regulated under EU Regulation 2024/1157 or the Austrian Waste Management Act (AbfVerbrG), the carrier is responsible for complying with all relevant requirements and providing the necessary information. This includes, in particular, registration on the DIWASS (Digital Waste Shipment System) platform in order to be authorized to carry out such shipments.

## 6. Statutory minimum wage and prohibition of illegal employment

- The carrier must ensure that employees deployed by the carrier or its subcontractors to perform freight contracts and freight forwarding services receive the statutory minimum wage under the MiLoG or, at a minimum, the minimum hourly wage based on the statutory regulation issued pursuant to § 3a AÜG, or, if the services to be provided fall within the scope of the AEntG, receive the applicable industry-specific minimum wage. The carrier must also ensure that mandatory obligations to pay contributions to social security agencies, employers' liability insurance associations, and other institutions—such as the joint institutions of the collective bargaining parties referred to in § 8 AEntG—are fulfilled.
- The carrier is liable to Progroup for damages incurred by Progroup as a result of the carrier's culpable failure to comply with these obligations. Should the client be justifiably held liable by a third party due to the carrier's culpable failure to comply with the aforementioned obligations, the carrier shall indemnify the client upon first request.

## 7. Transporeon

- Delivery Quality System: To improve service levels, Progroup uses the Sixfold system on the Transporeon platform to measure delivery quality.
- Mandatory Transport Tracking: The carrier is required to track all shipments via Transporeon/Sixfold and assign them to the vehicles used. The target tracking rate for the respective period is between 90% and 95% of fully tracked shipments. A shipment is considered fully tracked if the correct arrival and departure times at the loading and unloading locations are recorded.
- Incentive and Penalty Policy: If the tracking rate falls below 90% during the evaluated period, a charge of €15 per load will be applied for each transport below the tracking rate. If the tracking rate of fully tracked transports exceeds 95% during the evaluated period, a bonus of €2 per load will be granted.
- The evaluation and the corresponding credit or charge are processed monthly.
- If the transport is not billed in euros, the bonus/penalty will be converted into the currency in which the transport is billed during the settlement process.