

**General Terms and Conditions  
TICONTRACT GmbH**

Please read these General Terms and Conditions carefully. By using TICONTRACT you acknowledge that you have read and accepted these General Terms and Conditions and agree to be bound by them.

**§1st Object of the contract**

TICONTRACT in association with TICONTRACT provides a communication and transaction system for shipping agents and hauliers. Registered shipping agents and hauliers may exchange tender information and may optionally conclude contracts via the TICONTRACT system. TICONTRACT shall be neither a party nor an agent in respect of these contracts or this data but shall solely provide the users with the requisite infrastructure, in the form of software, in exchange for a usage fee (for the parties issuing the invitation to tender). TICONTRACT consists of an internet platform and a software package accessible via an internet browser (newest release of Firefox or Internet Explorer recommended).

**§ 2. Users and Registration**

**1. Registration**

- (1) Shipping agents and hauliers who wish to use TICONTRACT's TICONTRACT system must register for this purpose. The contract between TICONTRACT and the user relating to the use of TICONTRACT comes into effect on receipt of the general terms and conditions at the internet site.
- (2) The registration forms provided by TICONTRACT must be fully and truthfully completed, signed and returned to TICONTRACT. Hauliers are required to immediately inform TICONTRACT of any changes to the data supplied in the registration form or make an update in the TICONTRACT system.
- (3) TICONTRACT has the right to request the signatory to show suitable evidence of his or her authority to represent his company. TICONTRACT reserves the right to refuse registration or to revoke registration in case of misuse or if false data is supplied. There exists no right to registration.

**2. Identification/Security**

- (1) For the purposes of identification, each user provides a personal user ID and password. After activation the user can login to the TICONTRACT system on the URL [www.ticontract.com](http://www.ticontract.com) or further with his personal user ID and password.
- (2) The user undertakes to protect his password and any data in the TICONTRACT system against unauthorised access by third parties. The user must immediately inform TICONTRACT if he becomes aware of a breach of the security of information stored in TICONTRACT, for example by theft or the unauthorised use of the user's access details, or through the passing on of company data (especially freight contracts, offers of capacity or prices) or if he believes that such happenings are a possibility.
- (3) The user or other persons are not permitted to access the system using the user ID or password of other users. The user undertakes to change his password regularly.

**3. Copyright over the Software, New Releases**

- (1) TICONTRACT operates the TICONTRACT platform and makes the necessary access software available to users free of charge. TICONTRACT grants the user the documentation and written materials solely in the ways set out below. All rights in the products and user data entered into TICONTRACT remain with the original owner, save where they are conceded in the present General Terms and Conditions or must be conceded for the purpose of achieving the jointly desired aims of the contract.
- (2) TICONTRACT may introduce new releases of the software. TICONTRACT has the right to continually release new versions of the software in order to remain in a position to keep

customers up-to-date with new developments. Users have no right to require further development of the software.

**§4. Data Protection and Confidentiality**

- (1) TICONTRACT undertakes to gather, process and transmit user information in accordance with legal requirements. The user consents to information obtained as part of the commercial relationship being used by TICONTRACT or related companies for their own purposes as defined by § 15 of the German Companies Act subject to the applicable data protection provisions. TICONTRACT shall be entitled to include transaction data in statistics and to make both internal and external use of these statistics. Any external representation of this data shall be exclusively in aggregate and anonymised form.
- (2) By registering hauliers make their company details visible to all shipping agents registered with TICONTRACT. Shipping agents may decide which hauliers are entitled to respond to their invitations to tender.

**5. Duration of the contract**

- (1) The user and TICONTRACT may terminate the User Agreement at any time. Termination of the contract needs none written or electronic form. When the contract is terminated, the right to use the password-protected areas on the TICONTRACT system. The right to withdraw from the contract for serious reasons remains unaffected. Where the user gives notice of withdrawal, TICONTRACT retains the right to remove access to the system immediately.
- (2) The user undertakes, even after termination of the contract, to treat all information that has come into his possession through TICONTRACT as strictly confidential and not to pass such information on.

**§ 3 Conduct of business**

**1. Description of service TICONTRACT**

- (1) TICONTRACT provides the software platform exclusively for the purposes of information, data and declarations of intent to shipping agents and hauliers.
- (2) A shipping agent may issue via TICONTRACT an invitation to tender that it requires performing on a web server driven by TICONTRACT. Hauliers shall in turn have access to a shipping agent's tender information solely if they have been invited or cleared by that agent. Invitation is required in order to be entitled to participate in a tender.
- (3) Hauliers wishing to issue a freight tender must log on to the TICONTRACT system using their username and password. All invitations to tender on which the haulier is entitled to bid shall be displayed. Furthermore, once a tender has been opened, the haulier shall have access to the data and information supplied by the shipping agent with regard to the tender (e.g. general framework, descriptions of service, business relationships, means of transport, duration of contract etc.), but shall not have access to any data regarding other hauliers, nor to the information about which other hauliers have been authorised. In certain cases the shipping agent may allow minimum bids for invitations to tender. This minimum bid option shall be displayed to the haulier in the bid matrix.
- (4) Hauliers shall only be able to participate in an invitation to tender issued by a shipping agent if they have been authorised by that agent and have registered as a user on TICONTRACT, and observe the terms and conditions of use.

## **2. Addition of declarations, information and actions to TICONTRACT**

- (1) TICONTRACT does not act as a messaging service for information, declarations of intent or other legally relevant statements from agents and hauliers and does not enter into the contractual relationship between agents and hauliers.
- (2) The performance risk shall be borne solely by the users as shall claims relating to contractual and non-contractual relationships between users. TICONTRACT does not assume any guarantee that the terms of the freight tender to the shipping agent will be respected. TICONTRACT additionally does not verify whether the information provided is correct, effective in law or admissible.

### **§ 4. Payment**

- (1) Registration on TICONTRACT and participation on tender are free for the hauliers.

### **§ 5. Links and Information**

- (1) TICONTRACT may contain links to other web sites and other content. TICONTRACT is not responsible for the accessibility or availability of these external web sites, nor for the contents, advertising or products on them.

### **§ 6. System security, Availability**

- (1) All users undertake not to manipulate TICONTRACT and the functionality contained in TICONTRACT and not to introduce material or data into TICONTRACT which could damage or steal other computer programs, computer systems, data or information or to overload the TICONTRACT infrastructure or that of other users with large volumes of data not required for business purposes.
- (2) Information distributed to users by TICONTRACT may only be passed to third parties with the prior written agreement of TICONTRACT. Information which can be viewed on TICONTRACT without the use of user IDs or passwords are not covered by the above rule.

### **§ 7. Behaviour of users**

- (1) Users undertake to observe and apply all valid local, national and international laws, regulations, provisions and customs duties relevant to the use of TICONTRACT.
- (2) Collection and creation of any information or data on other users is prohibited.
- (3) Users recognise that TICONTRACT is not designed for, and may not be used for enabling illegal agreements among competitors.

### **§ 8. Liability**

- (1) TICONTRACT is not liable for the actions or omissions of users of TICONTRACT, unless such liability is provided for by law (§ 5 TDG ff together with the legal provisions).
- (2) TICONTRACT is not liable, on whatever legal grounds (e.g. faults in the conclusion of the contract, delay, warranty, breach of secondary duties, tort etc.) for damages arising for users through their use of TICONTRACT unless these are caused by malicious intent or gross negligence on the part of TICONTRACT, their legal representatives or their assistants and only to the extent that the liability cannot be limited in law, such as, for example, product or personal injury liability.
- (3) In cases of minor negligence, TICONTRACT only accepts liability where they have failed in a duty that was of significant importance for the achievement of the aims of the contract.
- (4) The user is aware that TICONTRACT has not created the data, information and statements that are transmitted via the system. Consequently, TICONTRACT accepts no liability for the data, information and statements transmitted via TICONTRACT, nor

for their completeness, accuracy or topicality nor for their being free from copyright or other rights held by third parties.

### **§ 9. Warranty**

- (1) TICONTRACT does try hard to assure our users a constant availability of the module TICONTRACT and the data bank involved. TICONTRACT, however, does not assume any guarantee for a continuous, fast, certain and faultless availability of TICONTRACT.
- (2) TICONTRACT reserves the right to make TICONTRACT unavailable for maintenance purposes. Except in the case of emergencies, these maintenance activities will be performed outside the normal business hours of industrial companies.
- (3) TICONTRACT provides no guarantee for the results obtained by using TICONTRACT, the correctness, quality, identity or reliability of users, the content or any information obtained via the platform. Mistakes in the data content are not corrected by the system.
- (4) Users are solely responsible for loss of data or damage to their systems arising from the downloading of unchecked or harmful data or the use of materials and data via TICONTRACT.

### **§ 10. Declarations**

- (1) All declarations made by the user to TICONTRACT which have legal relevance must be made in writing in an e-mail or by post. Declaration made by TICONTRACT which have legal relevance will be sent to the e-mail address or postal address provided during registration. E-mails sent by TICONTRACT to the user will be deemed to have been received if they are not returned as invalid or undeliverable within 48 hours of being sent.

### **§ 11. Changes to the Terms and Conditions - Conflicting Terms and Conditions**

- (1) TICONTRACT will inform the user of changes to the General Terms and Conditions by e-mail, letter or fax 14 days before such changes come into force. In using the system for the first time after being informed of the changes and after they have come into force, the user declares his agreement with the changes and accepts the newly valid version of the General Terms and Conditions.
- (2) If the user declares that he disagrees with the changes to the General Terms and Conditions, he has the right of extraordinary withdrawal from the contract from the date on which the changes are due to come into force. Notice of this termination must reach TICONTRACT at the latest by this date.
- (3) TICONTRACT's General Terms and Conditions are exclusively applicable. Conditions set out by the users which conflict with or deviate from these are not recognised by TICONTRACT unless TICONTRACT has explicitly accepted their validity in writing.

### **§ 12. Jurisdiction and applicable law**

- (1) Any legal case arising from this contract shall be heard in Kempten provided the contracting partners are fully registered businesses ("Vollkaufleute"). TICONTRACT retains the right to sue in the general court of jurisdiction of the user.
- (2) Only the law of the Federal Republic of Germany shall be applicable. UN Commercial Law and German IPR are excluded.

### **§ 13. Severability clause**

- (1) If individual provisions are or become inoperative, this shall not affect the validity of the remaining provisions. Inoperative provisions in the contract are to be replaced by the parties with legally valid arrangements that come closest to achieving the commercial objective of the inoperative provisions. The same applies to omissions in the provisions.