



I. General information and scope of application

1. CHS Container Handel GmbH, CHS Spezialcontainer - Shelter and Engineering GmbH, CHS Südcon GmbH shall hereinafter also be jointly referred to as "CHS Container Group".
2. These Terms and Conditions of Sale and Delivery (hereinafter referred to as "Terms and Conditions") shall apply to business relationships with the companies of the CHS Container Group that involve the **sale or delivery** by one or more companies of the CHS Container Group. The business partners of the individual companies of the CHS Container Group shall hereinafter uniformly be referred to as "customer", irrespective of whether a contract has already been concluded or a pre-contractual relationship of trust has been established.
3. Our Terms and Conditions shall apply exclusively; we do not recognize any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions, unless we expressly agree to the application of such conflicting or deviating terms in writing. Our Terms and Conditions shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms conflict with or deviate from our Terms and Conditions.
4. We are entitled to make subsequent adjustments to these Terms and Conditions in current contracts. The adjustment shall only become effective if the customer has consented to the adjustment or its consent is deemed to have been given in accordance with the following sentences: We shall notify the customer of the new Terms and Conditions in text form no later than two months prior to the proposed date of their coming into effect and at the same time inform it of the amended clauses. Consent to the application of the new Terms and Conditions shall be deemed to have been given if the customer has not notified us of its refusal before the proposed date of entry into force. We will specifically point out this approval effect to the customer in our notification.
5. Our Terms and Conditions shall also apply exclusively to all future contracts with the customer within the framework of the business relationships existing between the customer and us.
6. Insofar as we also assume the tasks of a freight forwarder, the latest version of the German Freight Forwarders' Standard Terms and Conditions (*Allgemeine Deutsche Spediteurbedingungen (ADSp)* – currently ADSp 2017) shall apply, the validity of which we hereby refer to separately. In clause 23, the ADSp 2017 deviate from the law (Section 431 of the German Commercial Code (HGB)) with regard to the maximum liability amount for damage to goods by limiting the liability to 2 SDR/kg in the case of multimodal transports including carriage by sea and in the case of an unknown place of loss, and otherwise additionally limiting the standard liability of 8.33 SDR/kg to 1.25 million euros per loss event (*Schadenfall*) and 2.5 million euros per loss event (*Schadenereignis*), but at least 2 SDR/kg.
7. Individual agreements made with the customer in individual cases (including ancillary agreements, supplements and amendments) shall in any case take precedence over these Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.

II. Offer, conclusion of contract and offer documents

1. Our offers are subject to change and represent only an invitation to submit an offer by the customer (*invitatio ad offerendum*). Acceptance of an offer by us by the customer shall only be deemed to have been accepted by us after our written confirmation to the customer (conclusion of the contract).



2. We reserve all property rights and copyrights to illustrations, drawings, calculations and other documents (hereinafter referred to as "Documents"), even if they have been prepared by the customer according to our specifications.
3. We may deviate from the Documents included in the contract, such as illustrations, drawings, weights and dimensions (referred to collectively here as "Specifications") within the scope of technical progress or for production-related reasons to an extent reasonable for the customer, unless we have expressly designated the Specifications as binding. Furthermore, we reserve the right to make technical changes as well as changes in shape, color, material and/or weight within the scope of technical progress and what is reasonable for the customer.
4. With the order, the customer bindingly declares that it wishes to purchase the ordered delivery item. If the order is not based on an offer from us, we shall be entitled to accept the contractual offer contained in the order within two weeks of receipt by us. Acceptance can be declared either by written confirmation of the order or by commencement of delivery of the delivery item to the customer. In the latter case, our delivery note shall be deemed to be the order confirmation; the order confirmation and our Terms and Conditions shall be decisive for the content of the contract.
5. If we ourselves are not supplied correctly or on time by our suppliers, we shall be released from our obligation to perform and may withdraw from the contract. This shall only apply in the event that we are not responsible for the non-delivery, in particular if a congruent hedging transaction has been concluded with our supplier. We will without undue delay inform the customer about the unavailability of the service and without undue delay refund any consideration already received.
6. If there are justified doubts about the creditworthiness of the customer at the time of or after the conclusion of the contract, in particular if attachments or other compulsory enforcement measures are taken against the customer or if an application for the opening of insolvency proceedings has been filed or the opening of insolvency proceedings is rejected for lack of assets, and if our claim to the purchase price is thereby endangered by the customer's lack of ability to perform, we may make the performance of the contract dependent on an advance payment or the provision of security by the customer or withdraw from the contract in accordance with the statutory provisions on the refusal of performance - if necessary while extending a deadline. The remainder of the contract shall remain binding for the customer even if it becomes invalid with regard to individual items.
7. Brochures, promotional literature or catalogs issued by us or the manufacturer and the information contained therein shall only form part of the contracts concluded by us if they are expressly included in the contract. In other respects, these are non-binding and subject to change.
8. The customer is obliged to support us in the provision of our services to the best of its ability and to create in its sphere of responsibility all conditions necessary for the proper execution of the order; in particular, it must provide us with all documents and information necessary for the provision of the service in a timely and complete manner.

III. Prices and terms of payment

1. Unless we agree otherwise with the customer, our prices are net prices ex warehouse Bremen or for CHS Südcon GmbH: Parsdorf (EXW - INCOTERMS 2020), excluding ancillary costs such as freight and customs duties; these will be invoiced separately if they are incurred. Value-added tax is not included in our prices; if value-added tax is incurred, it will be shown separately in the invoice in the legally valid amount on the day of invoicing.
2. our prices include a 14-day storage fee-free period. After the expiry of the storage free period, the customer shall pay us storage charges of 3 euros per day and TEU (plus statutory VAT).
3. Unless expressly stated otherwise in the contract, the customer is obliged to pay invoice amounts without deduction in cash or by transfer free of charges to one of our accounts within

14 days of the invoice date. Decisive is the receipt of the money by us or the crediting of the amount to our account.

4. Checks and bills of exchange shall only be accepted as payment on the basis of an express prior agreement. All expenses or costs incurred in the collection of bills of exchange or checks shall be borne by the customer.
5. The customer shall only be entitled to offsetting if its counterclaims have been legally established or are undisputed. This shall also apply to the same extent to the assertion of rights of retention and rights to refuse performance by the customer. Offsetting or assertion of a right of retention or a right to refuse performance on the basis of a counterclaim for compensation for remedying defects or additional completion costs arising from the same legal relationship shall always be possible, in derogation from sentence 1.

IV. Transfer of risk, shipping and transport insurance

1. Unless expressly stated otherwise in the contract, delivery ex warehouse Bremen (EXW - INCOTERMS 2020) is agreed for all companies of the CHS Container Group with the exception of CHS Südcon GmbH. For CHS Südcon GmbH, delivery is agreed ex warehouse Parsdorf (EXW - INCOTERMS 2020).
2. The risk of accidental loss or accidental deterioration of the delivery item shall pass to the customer upon handover, in the case of sale by delivery to a place other than the place of performance, upon delivery to the forwarding agent, the carrier or the person otherwise designated to carry out the shipment, irrespective of the place of shipment. This shall also apply to partial deliveries and irrespective of whether carriage paid delivery has been agreed. If dispatch is delayed at the request of the customer or if the customer is in default of acceptance or debtor's delay, the risk shall pass to the customer on the day on which the goods are ready for dispatch. The customer shall bear the costs incurred by the delay (in particular storage costs).
3. Unless otherwise expressly stipulated in the contract, we shall pack the delivery item at the customer's expense and charge the customer for the costs incurred.
4. If the customer so desires, we shall take out transport insurance for the delivery, the costs of which shall be borne by the customer.
5. If the purpose of use intended by the customer requires permits or approvals under private or public law (e.g. consent to failure to observe boundary distances, building permit, weight-bearing calculations), it is the risk and responsibility of the customer to procure these at its own expense.

V. Delivery, delivery time and default of acceptance and delivery

1. Partial deliveries are permissible insofar as they are reasonable for the customer.
2. The start of the delivery time stated by us presupposes the clarification of all technical questions with the customer. Should the customer fail to meet its obligations to cooperate, in particular within the scope of the technical release and for the transmission of necessary information, clause V item 4 shall apply. The objection of non-performance of the contract (Section 320 of the German Civil Code (BGB)) remains reserved.
3. Compliance with our delivery obligation further requires the timely and proper fulfillment of the customer's obligations, in particular the making of the agreed payments and, if applicable, the provision of agreed securities. We reserve the right to plead non-performance of the contract.
4. If the customer is in default of acceptance, it must reimburse us for any additional expenses (e.g. due to storage of the delivery item). If the customer culpably violates other obligations to cooperate, it must compensate us for the damage (including additional expenses) incurred

- in this respect. We reserve the right to assert further claims, in particular claims for damages, if the customer is in debtor's default at the same time as being in default of acceptance.
5. Cases of force majeure (unforeseen circumstances and occurrences for which we are not responsible and which we could not have avoided even with the diligence of a prudent businessman, e.g. industrial disputes at our company or at our suppliers, war, fire, transport obstacles, shortage of raw materials, pandemics, official measures, natural disasters or lockouts) shall interrupt our delivery obligation for the time of their duration plus a reasonable start-up period and the extent of their effect. This shall also apply if we are already in default of delivery. We shall notify the customer without undue delay of the occurrence of a case of force majeure and the expected duration of the hindrance. We are entitled to withdraw from the contract in whole or in part due to the part not yet fulfilled if the continuation of the contract is unreasonable for us due to the duration of the force majeure, also taking into account the interests of the customer.
 6. Notwithstanding that the COVID-19 crisis has been widely known since February 2020, the impact of the crisis remains unpredictable at this time. Therefore, in the event of any impact of the COVID-19 crisis affecting us in connection with the performance of services under the contract (e.g. delays due to official orders such as quarantine, bans, etc., delivery and resource failures, staff shortages, transport hindrances such as blockages of transport routes, container and packaging material shortages, etc.), we are released from our obligation to perform for the duration of the respective impact and the corresponding restart phases. We will agree new dates and a correspondingly updated schedule with the customer in the event of any impact on the dates. We will undertake all reasonable and appropriate activities to minimize the impact on the contractual performance of services.
 7. If the impediment lasts longer than three months, the customer shall, after setting a reasonable grace period, be entitled to withdraw from the contract with regard to the part that has not yet been fulfilled.
 8. Our liability for default of delivery shall be governed by clause VIII.

VI. Retention of title

1. We retain title to the delivery item (hereinafter also referred to as "Reserved Goods") until the purchase price and all claims arising from the current business relationship with the customer have been settled in full. The inclusion of individual claims in a current account and the striking of a balance shall not affect the reservation of title; in this case, the reservation shall relate to the acknowledged or actual balance. Payment shall only be deemed to have been made upon receipt of the equivalent value by us or on our bank account. The retention of title shall not be revived for delivery items if, after the customer has acquired ownership of these delivery items, new claims arise against it from the business relationship.
2. In the event of conduct in breach of contract on the part of the customer, in particular in the event of default in payment, we shall be entitled in accordance with the statutory provisions to withdraw from the contract and to demand the return of the delivery item. For the purpose of taking back the goods, the customer hereby irrevocably permits us to enter its business and storage premises without hindrance and to take the goods with us. The taking back of the delivery item by us always constitutes a withdrawal from the contract. After taking back the delivery item, we shall be entitled to realize it. The proceeds from the realization shall be set off against the customer's liabilities - less reasonable costs of realization - in accordance with Section 367 BGB.
3. The customer is obliged to treat the delivery item with care, in particular it is obliged to sufficiently insure the delivery item at its own expense against fire, water and theft damage at replacement value. If maintenance and/or inspection work is required, the customer must carry this out regularly at its own expense and risk.

4. In the event of Attachments or other interventions by third parties, the customer must inform us in writing without undue delay so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO).
5. The customer shall be entitled to resell and/or process the Reserved Goods in the ordinary course of business; this shall not apply if it is agreed in the course of the sale that the customer's claim against the third party shall expire by way of set-off. The customer hereby assigns to us all claims (including all balance claims arising from a current account relationship, even after termination of such relationship) in the amount of the final invoice amount (including VAT) of our claim to which it is entitled against its customers or third parties from the resale or for any other legal reason. The assignment is independent of whether the Reserved Goods are sold without or after processing. We accept the assignment. The customer remains authorized to collect these claims even after the assignment. Our authority to collect the claims ourselves remains unaffected by this. However, we undertake not to collect the claims as long as the customer meets its payment obligations from the proceeds collected, does not default on payment or does not suspend payments. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all the information required for collection, in particular details of the debtor's address, hands over the relevant documents and informs the debtors of the assignment.
6. The authorization according to clause VI item 5 does not cover the transfer of ownership or pledging of the Reserved Goods or items produced from them as security without our consent. Conclusions of financing agreements (e.g. leasing) which include the transfer of our reserved rights shall require our prior written consent, unless the agreement obliges the financing institution to pay the purchase price share to which we are entitled directly to us.
7. The processing or transformation of the Reserved Goods by the customer shall always be carried out on our behalf without any liabilities accruing to us as a result. If the Reserved Goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the Reserved Goods.
8. If the Reserved Goods are inseparably combined or mixed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the Reserved Goods (final invoice amount including VAT) to the other combined or mixed objects at the time of combination or mixing. If the combination or mixing is carried out in such a way that the customer's item is to be regarded as the main item, it shall be deemed to be agreed that the customer assigns to us pro rata co-ownership already in advance. We accept the assignment. The customer shall hold our sole or co-ownership in safe custody for us free of charge.
9. The customer hereby assigns to us, as security for our claims against it, the claims against a third party which accrue to it through the combination of the Reserved Goods with a plot of land. We accept the assignment.
10. The customer shall bear all pre-litigation and court costs which have to be incurred in order to lift an attachment or other access by a third party to the Reserved Goods and to recover the Reserved Goods, insofar as they cannot be recovered from the third party. If we are entitled to assert claims assigned to us on the basis of this clause VI, the customer shall reimburse us for the necessary pre-litigation and court costs.
11. We undertake to release the securities to which we are entitled at the customer's request insofar as the realizable value of our securities exceeds the claims to be secured by more than 10 %; the choice of the securities to be released is ours.

VII. Warranty

1. Claims and rights of the customer due to defects (hereinafter also referred to as "Defect Claims") presuppose that the customer has duly fulfilled its obligations to examine the goods and give notice of defects in accordance with Section 377 HGB.
2. Claims for defects do not exist in the case of only insignificant deviation from the agreed quality or in the case of only insignificant impairment of usability.
3. Insofar as the delivery item has a defect, we shall be entitled, in derogation from Section 439 para. 1 BGB, to choose between rectification of the defect or delivery of a new item free of defects with regard to subsequent performance. In the event of subsequent performance, we shall be obliged to bear the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the delivery item was taken to a place other than the place of performance, unless the transfer corresponded to its intended use. Replaced parts become our property.
4. If the subsequent performance fails, the customer is entitled to choose between withdrawal from the contract or reduction of the purchase price. The customer's claim for damages instead of performance or - in the case of a contract for work and services - self-performance by the customer shall be excluded until subsequent performance fails, unless a request for subsequent performance is dispensable by law. Subsequent performance shall be deemed to have failed if two attempts to remedy the defect complained of have not resulted in the delivery item being free of defects in this respect or have not been undertaken within a reasonable period of time.
5. If the defect is due to our fault, the customer may only claim damages in accordance with the additional conditions set out in clause VIII.
6. In the case of used delivery items, claims for defects are excluded, subject to the following sentence on claims for damages or reimbursement of expenses.
7. In the case of claims for damages or reimbursement of expenses, clauses VIII and IX, items 2 to 4, shall also apply mutatis mutandis to used delivery items.

VIII. Liability for damages

1. Our liability for damages, irrespective of the legal grounds, in particular also from impossibility, default of delivery, breach of duties during contractual negotiations or tort, shall be limited in accordance with this clause VIII.
2. We shall be liable without limitation under the Product Liability Act, in the event of fraudulent concealment of a defect, for damages arising from injury to life, limb or health, in the event of intent or insofar as we have assumed a guarantee. In the event of gross negligence, our liability shall be limited to the foreseeable damage typical for the contract.
3. In the event of a merely negligent breach of material rights or obligations arising from the content and purpose of the contract, our liability shall also be limited to the foreseeable damage typical for the contract.
4. Our liability according to clause VIII. 3 is further limited to EUR 50,000 per damage event and EUR 150,000 per contract. The above limitations of liability shall not apply if the customer specifies a higher value as the maximum liability limit to us in writing prior to the conclusion of the contract. In the case of a corresponding declaration of value, the maximum liability limit is determined by the declared value. We shall levy a surcharge on the customer for the increased value limit, which shall in particular cover our additional costs incurred as a result (e.g. higher insurance costs).
5. Except in the cases mentioned in clause VIII. item 2 and item 3, we shall not be liable for damage caused by simple negligence.
6. Outside the scope of application of clause VIII. item 2, further claims for damages are excluded, in particular claims for compensation for indirect damage or compensation for loss of profit.

7. Insofar as our liability for damages is excluded or limited, this shall also apply with regard to personal liability for damages on the part of our employees, staff and representatives.

IX. Statute of limitations

1. The warranty period due to defects of the delivery item is 1 year. The statutory warranty periods according to Section 438 para. 1 BGB and Section 634a para. 1 no. 2 BGB remain unaffected.
2. Other claims of the customer due to breaches of duty by us, in particular claims for damages, or claims arising from a guarantee, are subject to a limitation period of one year. The right of the customer to withdraw from the contract due to a breach of duty for which we are responsible and which is not due to a defect remains unaffected. In deviation from item 1, the statutory limitation periods shall apply to the following claims of the customer:
 - 2.1. according to the Product Liability Act as well as due to damage from injury to life, body, health or essential rights and obligations under the contract,
 - 2.2. due to damage resulting from an intentional or grossly negligent breach of duty by us or our vicarious agents,
 - 2.3. due to fraudulent concealment of a defect,
 - 2.4. to reimbursement of expenses in accordance with Section 478 paragraph 2 BGB.
3. Unless otherwise expressly stipulated, the statutory provisions on the commencement of the limitation period, the tolling of the running of the limitation period, the tolling and the recommencement of limitation periods shall remain unaffected.
4. Our claims against the customer shall become time-barred in accordance with the statutory provisions.

X. Data protection and confidentiality

1. We are entitled to process, store and have processed and stored by third parties commissioned by us the data received about the customer in connection with the business relationship - even if this data originates from third parties - in accordance with the provisions of the data protection regulations, in particular the GDPR.
2. The customer is obliged not to disclose to third parties any confidential information (including business secrets) which it learns in connection with a contract with us and its performance. Confidential information is information that is marked as confidential or whose confidentiality is evident from the circumstances, regardless of whether it has been communicated in written, electronic, embodied or oral form. Confidential information includes, but is not limited to, our technologies, business data, business plans and strategies, economic relationships and status, personnel information, unpublished intellectual property rights and other information that is not publicly available.
3. In particular, the customer is prohibited from obtaining confidential information by means of reverse engineering. Reverse engineering is any action, including observation, testing, examination, and disassembly or reassembly, with the goal of obtaining confidential information.

XI. Place of jurisdiction, place of performance and applicable law

1. If the customer is a merchant, a legal entity under public law or a special fund under public law, Bremen shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Container Handel GmbH or CHS Spezialcontainer - Shelter and Engineering GmbH and the customer; this shall also apply to

- associated transactions in which CHS Container Handel GmbH and/or CHS Spezialcontainer - Shelter and Engineering GmbH are involved in addition to CHS Südcon GmbH.
2. If the customer is a merchant, a legal entity under public law or a special fund under public law, Munich shall be the exclusive place of jurisdiction for all disputes arising from or in connection with the business relationship between CHS Südcon GmbH and the customer.
 3. Paragraphs 1 and 2 shall also apply even if the customer does not have a general place of jurisdiction in Germany or relocates its place of residence or habitual abode abroad after conclusion of the contract or if its place of residence or habitual abode is unknown at the time the action is brought. However, we reserve the right to sue the customer at its general place of jurisdiction.
 4. Unless otherwise expressly agreed between CHS Container Handel GmbH and CHS Spezialcontainer - Shelter and Engineering GmbH and the customer, the place of performance for all deliveries/services to be rendered by the supplier shall be Bremen. Unless otherwise expressly agreed between CHS Südcon GmbH and the customer, the place of performance for all deliveries/services to be rendered by the supplier shall be Parsdorf.
 5. The law of the Federal Republic of Germany shall apply. The law of the Federal Republic of Germany shall also be applicable for the interpretation of this contract. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

XII. Final provisions

1. Should individual provisions of the contract concluded between us and the customer be or become invalid or void, this shall not affect the validity of the remainder of the contract. The invalid or void provision shall be deemed to be replaced by such provision which comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of regulatory gaps.
2. Should individual clauses of these Terms and Conditions be or become invalid, Sections 306 paragraph 1 and paragraph 2 BGB shall apply, in derogation from clause XII item 1.
3. The customer is not entitled to assign the claims it has against us to third parties. Section 354a HGB remains unaffected by this provision. The customer is also not entitled to transfer the contract or parts thereof to third parties without our prior express consent.
4. No action by us, other than an express waiver, shall constitute a waiver of any right we have under the contract, these terms and conditions or the law. Any delay in exercising our rights shall not be deemed a waiver of the right concerned. A single waiver of a right shall not be deemed to be a waiver of that right on any other occasion.
5. All contracts as well as amendments or supplements thereto must be made in text form. Oral agreements shall only be effective if confirmed in text form by the CHS Container Group company concerned. This also applies to this text form clause.

(valid as of February 2021)