General Terms and Conditions for Carriers and Subcontractors

RTC Spedition und Logistik GmbH

Version of 25 November 2026 · Translation – the German version prevails

§ 1 Scope and order of precedence

1.1 These terms apply to all transport and forwarding orders that RTC Spedition und Logistik GmbH, Ostendstraße 25, 12459 Berlin, Germany (“RTC”) places with carriers, forwarders and other businesses (“Contractor”), in national and international traffic.

1.2 The Contractor’s terms and conditions do not apply, even if RTC does not expressly object to them. The ADSp, the VBGL and other trade association terms do not apply between RTC and the Contractor.

1.3 The following apply in this order: individual agreements in the transport order, these terms, for cross-border road transport the Convention on the Contract for the International Carriage of Goods by Road (CMR), and otherwise German law, in particular sections 407 et seq. of the German Commercial Code (HGB).

1.4 Customer requirements that RTC names in or attaches to the transport order (e.g. site rules, driver instructions, security requirements) form part of the order.

1.5 These terms replace all earlier order terms of RTC, in particular the “Allgemeine Geschäftsbedingungen RTC Spedition und Logistik GmbH” of 2025 and the terms printed on earlier transport orders.

§ 2 Conclusion of contract

2.1 The order is concluded when the Contractor confirms it in text form (e-mail or RTC carrier portal), at the latest when the Contractor takes over the goods.

2.2 If the Contractor cannot meet the dates, driving and rest times or other requirements, it rejects the order within 30 minutes of receipt.

2.3 Changes to the order are valid only if RTC confirms them in text form.

§ 3 Requirements and evidence

3.1 Before the first order and annually thereafter, the Contractor provides RTC with the following, preferably by upload in the carrier portal: licence under section 3 of the German Road Haulage Act (GüKG) or EU Community licence; driver attestation for drivers from third countries; goods-in-transit liability insurance under section 7a GüKG or CMR insurance with cover of at least EUR 600,000 per event; general liability insurance; extract from the commercial or trade register; VAT identification number.

3.2 The insurance must cover the liability under § 7 of these terms. The Contractor notifies RTC in text form in advance of any exclusions, e.g. for theft from unattended vehicles, and immediately of any loss of licence or insurance.

3.3 The Contractor warrants that neither it nor its shareholders, managing directors or drivers are listed on sanctions lists of the EU, the United Nations, the United Kingdom or the USA, and that it is not owned or controlled to 50 % or more by listed persons. It reports any change immediately.

§ 4 Own performance, ban on subcontracting and freight exchanges

4.1 **The Contractor performs every order itself, with its own vehicles and with its own drivers employed by it and registered for social security.**

4.2 **Without RTC's prior consent in text form, the following is prohibited:**

a) **passing on the order in whole or in part to third parties, including affiliated companies and sub-carriers at any level;**

b) **posting, offering or brokering the load or tour on freight exchanges and platforms (e.g. TIMOCOM, Trans.eu, Teleroute, fireXgo) or in chat and messenger groups;**

c) **transhipment, co-loading, change of truck or trailer, and interim storage.**

4.3 Any consent applies only to the named sub-carrier and the specific order. The Contractor imposes these terms on the sub-carrier in full and is liable for it as for its own acts (section 428 HGB, Art. 3 CMR).

4.4 Tractor unit, trailer and driver must match the data reported when the order was confirmed. Deviations are permitted only after approval by RTC. Vehicles not reported may be refused at the loading point; the Contractor bears the costs.

4.5 On request, the Contractor discloses the complete chain of subcontracting within 24 hours and provides the order, consignment note, driver and vehicle data and GPS data.

4.6 **For each culpable breach of clauses 4.1 to 4.4, the Contractor pays a contractual penalty equal to the agreed net freight of the order concerned, at least EUR 2,500 and at most EUR 25,000 per breach. The penalty is credited against any further damages. RTC may also terminate the order and the entire business relationship without notice.**

4.7 The Contractor is advised that a breach of the subcontracting ban may be regarded as wilful misconduct or gross negligence equivalent to it. Statutory limitations of liability then cease to apply (section 435 HGB, Art. 29 CMR).

§ 5 Performance and security

5.1 Loading and delivery dates designated as fixed dates in the transport order are binding. The Contractor reports any foreseeable delay immediately by telephone and in text form.

5.2 The vehicle is technically sound, clean, dry and odour-free and meets the specifications in the order (e.g. curtainsider, box body, Code XL). The Contractor carries sufficient load-securing equipment, for articulated vehicles at least 20 lashing straps with LC 500 daN, anti-slip mats and edge protectors, and load bars if requested.

5.3 On takeover, the driver checks the number of packages, the external condition and the seals. The driver records any discrepancies in the consignment note (section 409 HGB, Art. 8 CMR), documents them with photos and informs RTC immediately.

5.4 The sender loads the goods safely for transport; the Contractor ensures operational safety (section 412 HGB). The driver checks the load securing, reports defects and departs only after they have been remedied or on RTC's instruction. If the driver performs loading tasks, the Contractor is liable for any resulting damage.

5.5 The Contractor takes the direct route without detours and stops only for statutory breaks and refuelling. It never leaves loaded vehicles unattended; where the order so requires, breaks and rest periods are taken only in guarded car parks. Seals may only be opened by the consignee or the authorities. RTC receives live tracking of the vehicle during the transport (share link or telematics interface).

5.6 For high-value consignments or high-risk routes as stated in the transport order, the Contractor uses only drivers who have been employed by it for at least 12 months and know the route, and only box or hard-sided trailers.

5.7 Goods are delivered only to the consignee named in the order against a receipt showing the name in block capitals, date, time and stamp.

5.8 The Contractor complies with driving and rest times (Regulation (EC) No 561/2006), working-time law, cabotage rules (Regulation (EC) No 1072/2009), the obligation for vehicles to return and posting declarations via the IMI portal. Alcohol and drugs are prohibited while on duty. Site rules at loading and unloading points must be observed.

§ 6 Status reports and documents

6.1 Status reports (arrival and departure at every loading and unloading point, deviations) are made via the carrier portal or by e-mail. For each missing or incomplete report, RTC may withhold EUR 25.

6.2 The Contractor uploads signed consignment notes, delivery notes and pallet receipts to the carrier portal within 10 calendar days of delivery and hands over originals on request. For late or incomplete submission, RTC may withhold EUR 25.

6.3 For the lump sums under clauses 6.1 and 6.2, the Contractor may prove that no damage or less damage was incurred.

§ 7 Liability

7.1 The Contractor is liable under sections 425 et seq. HGB and, for cross-border road transport, under the CMR, unless otherwise provided below.

7.2 **Notice under section 449 (2) HGB: In derogation from section 431 (1) and (2) HGB, the Contractor is liable for loss of or damage to the goods in transport within Germany up to 40 Special Drawing Rights per kilogram of the gross weight of the consignment.**

7.3 For cross-border transport, the CMR applies mandatorily with 8.33 Special Drawing Rights per kilogram. The Contractor is liable for higher amounts only where a value or special interest in delivery is declared in the consignment note (Art. 24, 26 CMR) or under a separate individual agreement.

7.4 Section 431 (3) HGB and Art. 23 (5) CMR apply to delays in delivery.

7.5 If the Contractor fails to provide the vehicle or provides it late, it reimburses RTC for the additional costs of a replacement vehicle and any further damage. The agreed net freight is deemed the minimum damage; the Contractor may prove that no damage or less damage was incurred.

7.6 If a customer charges RTC for a breach for which the Contractor is responsible and which concerns a customer requirement named in the transport order, the Contractor reimburses RTC for this amount.

7.7 The Contractor reports accidents, theft and damage immediately by telephone and in text form. In the event of theft, it files a criminal complaint and secures all data (GPS, tachograph, photos).

§ 8 Loading and unloading times, demurrage

8.1 The freight includes 2 hours per loading and unloading point for palletised goods and 4 hours for loose goods.

8.2 RTC pays demurrage only after written approval by RTC (e-mail is sufficient). The approval states the amount, at most EUR 300 per order unless otherwise agreed in the transport order. Without such approval there is no claim to demurrage. In addition, the Contractor must have informed RTC during the waiting time, and the sender or consignee must have confirmed arrival and departure on the consignment note. Statutory breaks are not waiting time.

§ 9 Loading equipment

9.1 The Contractor owes a pallet exchange only if agreed in the transport order. It then exchanges pallets on a like-for-like basis in kind, quality and number. RTC accepts DPL vouchers and pallet credit notes only with prior approval.

9.2 The Contractor delivers loading equipment not exchanged to the place named by RTC within 14 calendar days. Otherwise RTC charges EUR 18 per Euro pallet, EUR 12 per Düsseldorf pallet and EUR 92 per mesh box pallet, plus a one-off handling fee of EUR 25. The Contractor may prove that less damage was incurred. The obligation does not apply if the consignee refused the exchange in writing.

§ 10 Minimum wage and social standards

10.1 The Contractor pays the minimum wage under the German Minimum Wage Act (MiLoG) and under the law of the countries in which it operates. It complies with the posting rules for drivers (Directive (EU) 2020/1057) and records working times.

10.2 The Contractor indemnifies RTC on first demand against all third-party claims, fines and legal defence costs arising from breaches of these obligations by the Contractor or its sub-carriers.

10.3 On request, the Contractor provides evidence within 7 days, e.g. anonymised payslips and certificates of good standing from social security institutions. RTC may pass this evidence on for audits by its customers. In the event of breaches, RTC may terminate the business relationship without notice.

§ 11 Customer protection

11.1 During the business relationship and for 12 months after the last order, the Contractor does not offer transport or logistics services, directly or through third parties, to RTC customers it came to know through RTC orders, and does not accept such orders from them.

11.2 For each culpable breach, the Contractor pays a contractual penalty set by RTC at its reasonable discretion, not exceeding EUR 10,000. Its appropriateness may be reviewed by the court in the event of a dispute. The penalty is credited against any further damages.

§ 12 Remuneration and payment

12.1 The agreed freight is a fixed price including tolls, fuel, ferry costs and status reports, unless otherwise agreed in the transport order.

12.2 Invoices state the RTC order number and, where applicable, the customer’s tour number. From 1 January 2027, the Contractor sends invoices as e-invoices (XRechnung or ZUGFeRD) to abrechnung@rtc.berlin if legally required to do so, otherwise as PDF to the same address.

12.3 RTC pays within 45 days of receipt of a proper invoice and the complete proof-of-delivery documents.

12.4 RTC may set off counterclaims arising from any order. The Contractor may only set off undisputed claims or claims established by final judgment.

12.5 The Contractor does not claim freight from the sender or consignee and does not exercise any lien or right of retention over the goods on account of claims against RTC, to the extent permitted by law.

§ 13 Termination and cancellation

13.1 RTC may cancel the order free of charge up to 24 hours before the agreed loading date. In the event of later cancellation, the Contractor receives a lump sum of 25 % of the agreed net freight; it reserves the right to prove higher expenses (section 415 (2) HGB).

13.2 If the Contractor cancels, it reimburses RTC for the additional costs of a replacement vehicle, at least 10 % of the agreed net freight. The Contractor may prove that no damage or less damage was incurred.

§ 14 Confidentiality and data protection

Order data, prices and customer data are confidential and may only be used to perform the order. Photos of the cargo are permitted only to document damage and deviations. Both parties process personal data solely to handle the order and in accordance with the GDPR.

§ 15 Governing law, jurisdiction, language

15.1 The law of the Federal Republic of Germany applies. Mandatory provisions of the CMR remain unaffected.

15.2 The place of jurisdiction is Berlin. For transport subject to the CMR, Berlin is an additional place of jurisdiction alongside those under Art. 31 (1) CMR. RTC may also sue the Contractor at its registered office.

15.3 These terms are available in German, English and Polish. In the event of discrepancies, the German version prevails.

15.4 If any provision is invalid, the remaining provisions remain valid. The statutory provision takes the place of the invalid provision.

Dispatch: dispo@rtc.berlin · Phone +49 30 664040930 · Invoices: abrechnung@rtc.berlin

Acknowledgement as framework agreement (for regular partners)

Place, date	Company, stamp, signature of Contractor