

## Appendix E: HEALTH AND SAFETY POLICY STATEMENT

In accordance with its duty of the Health and Safety at Work national acts and requirements, and in fulfilling its obligations to employees, visitors, neighbors', contractors and the general public who may be affected by its activities, the company has produced the following statement of policy in respect of health, safety and welfare concerns.

It is the aim of the General Manager, so far as reasonably practicable, to ensure that:

- The working environment of all employees is safe and without risks to health and that adequate provisions are made about the facilities and arrangements for first aid and welfare at work.
- The provision and maintenance of plant and systems of work that are assessed to ensure they are safe and without undue risk to health.
- Persons who are not in our employ, who may be affected by our activities, are not unduly exposed to risks to their health and safety.
- Information, instruction, training and supervision are provided, as necessary, to secure the health and safety at work of all employees.
- Arrangements for the use, handling, storage and transportation of articles and substances for use at work that are safe and without undue risk to health.
- Adequate information is available with respect to articles and substances used at work, dealing with the conditions and precautions necessary to ensure that, when properly used, they present no undue risks to health or safety.

There is suitable provision for the safe access and egress to and from all working areas.

The General Manager has a responsibility for the implementation of this Health and safety policy, arrangements and associated procedures.

Employees are reminded of the legal requirement to comply with the company's Policy, arrangements and associated procedures.

### **In particular, they are required:**

- To take reasonable care for their own health and safety at work and of those who may be affected by their acts or omissions.
- To co-operate with their employer to ensure that they comply with any duty or requirement for health and safety, imposed upon their employer by law, and contained in this statement or the company's policy, arrangements or associated procedures.
- Not to intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety or welfare.

Bremen, 30.08.2022

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Martin Sommer  
Managing Director

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#### Legal notices and mandatory statements for the company Wilhelm Rosebrock GmbH & Co. KG

Registered office Bremen – registration court: Bremen HRA 11239 HB  
 P.h.G.: Rosebrock & Sommer holding GmbH, registered office: Bremen  
 Registration court: Bremen HRB 3186 HB  
 General Manager: Martin Sommer

We operate exclusively in accordance with the Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017 – (German Freight Forwarders' General Terms and Conditions 2017).

Note: In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to Euro 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg.

- 1.) In addition, it is agreed that paragraph 27 ADSp does not extend the liability of the Freight Forwarder, or its responsibility for its employees, agents or other third parties, to the benefit of the principal, deviating from legal provisions such as section 507 of the German Code of Commerce, article 25 MÜ, article 36 CIM, article 20, 21 CMNI.
- 2.) The Freight Forwarder as forwarder listed in section 512, paragraph 2, Nr. 1 German Code of Commerce (HGB), in cases of nautical fault or fire on board vessel is liable only for his own fault and
- 3.) The Freight Forwarder as forwarding agent in the sense of CMNI, in accordance with the conditions in article 25, paragraph 2 CCMNI, is not liable for nautical fault, fire on board or vessel defects.

During moves our general terms and conditions apply. For furniture storage, the general storage conditions of the German furniture removers (ALB) are agreed upon.

The freight forwarders insurance has been finalized with Lampe & Schwartze KG, Bremen, Germany.



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