

**General Terms and Conditions****Gebrüder Weiss AG Werftstrasse 1, 9423 Altenrhein**

These general terms and conditions shall apply exclusively to the services of Gebrüder Weiss as shall, depending the order received, the relevant general conditions of the Swiss Freight Forwarding and Logistics Association (GC SPEDLOGSWISS) as amended from time to time, or, depending on the method of transport, the mandatory international conventions.

Application of any general terms and conditions of any kind whatsoever of the customer which the customer refers to on its letterhead, in its order or correspondence in any way whatsoever is excluded in any case. Deviations from these general terms and conditions which the parties have agreed upon in writing shall take precedence over these. The agreement between Gebrüder Weiss and the customer shall be subject to the written form requirement and must therefore be made solely in writing and/or by electronic text transmission (e-mail) between the parties; any oral agreements do not form part of the agreement and are invalid.

The limits of liability according to the applicable transport regulations (such as CIM, CMR, Hague Rules etc.) apply even if the documents accompanying the goods or issued by us cite a goods or insurance value higher than the liability limits set by the above-mentioned regulations. These liability limits can only be exceeded by means of a written agreement between the customer and Gebrüder Weiss, submitted before the goods are handed over for shipment; entries in the bill of lading or any other written or oral information about the goods value or expressing an interest by the customer or by third parties do not override or increase the limits of liability and therefore do not represent a declaration of value or interest.

All air freight shipments are subject to security checks, unless the customer is a "known consignor". The customer agrees that goods handed over for shipment are manually checked and the packaging may be opened for this purpose. Gebrüder Weiss shall only be liable for intent or gross negligence, evidence of which is to be provided by the customer. However, an obligation on our part to perform such a security check is not implied.

Gebrüder Weiss is entitled to issue shipping documents, in particular bills of lading, air waybills etc; in this case, in this case Gebrüder Weiss shall always act on behalf of and at the risk of the customer or sender.

Sole responsibility to not infringe any foreign trade rules, duties and/or prohibitions etc. (ban on import and export of any kind whatsoever, trade restrictions, embargoes, etc.) upon performance of its order by Gebrüder Weiss shall lie with the customer; Gebrüder Weiss shall not be obliged to conduct inspections in this respect. The customer shall be obliged to bring to the notice of Gebrüder Weiss all current rules, duties and/or prohibitions in writing; should it fail to do so, it shall be liable for all consequences of its failure itself and any liability of Gebrüder Weiss in this respect shall be excluded. Gebrüder Weiss explicitly retains the right to hold the customer liable for damages incurred to them as a result of the customer's violation of this duty to furnish information and to conduct inspections.

Responsibility for security and compliance within the scope of any supply chain shall lie with the customer. Gebrüder Weiss shall not be obliged, however, to conduct inspections in this respect. The customer shall ensure that all documents it will hand over to Gebrüder Weiss for the purpose of performance of the services and their contents be accurate and lawful and that the instructions it will give be accurate and complete. The customer shall be liable to Gebrüder Weiss for any incorrect and/or ambiguous description of goods and the financial and/or economic damage resulting therefrom to Gebrüder Weiss.

Sole responsibility and liability for the marking of the cargo, for providing information on its properties as for example marking them as dangerous goods, temperature-guided goods or ad valorem freight etc. as well as for further instructions on the quality and treatment of the cargo and their specific qualities (in particular the mass centre etc.) crucial for transport and appropriate packaging shall lie with the customer. The customer shall also be liable for all damages resulting from non-compliance with this duty, which will never constitute a claim for liability against Gebrüder Weiss. The following goods are, in particular, excluded from acceptance for transport by Gebrüder Weiss and must not be handed over to Gebrüder Weiss for transport: dangerous goods and hazardous materials of classes 1 and 7, precious metals, gemstones, bank notes, securities of all kind, documents and deeds, temperature-guided pharmaceuticals of all kind, arms and munition, tobacco, livestock as well as substances hazardous to water and the environment, self-igniting and/or radioactive substances, irrespective of whether or not they have been classified under any international or national dangerous goods code (i.e. IMDG code).

The exchange of unit load devices is permissible in few countries only (destinations will be provided upon the customer's request) and requires the customer to give instructions in writing. Should the customer fail to instruct Gebrüder Weiss in good time, Gebrüder Weiss may either opt for a low-cost solution or refrain from exchanging the unit load devices altogether. Take-back and/or return transport of packaging of any kind will only be provided against payment and if expressly agreed in writing.

Loading and unloading of any means of transport and/or container does not form part of the order. The customer assumes sole responsibility for both loading the cargo onto the loading space of the means of transport and/or container and unloading from the respective loading space in the final stage of the transport service. In case persons under the control of Gebrüder Weiss are involved in the loading and/or unloading operations, such persons shall be deemed auxiliary personnel of the customer commissioned with the performance of the loading and unloading operations.

Should the means of transport (truck or container) be made available, a maximum of two hours for both loading and/or unloading of the truck and/or container shall be deemed to have been agreed upon between the parties. The guidelines of the respective haulage contractor or owner of the container shall apply to all other methods of transport. In case the cost-free time for loading and unloading is exceeded, Gebrüder Weiss shall be entitled to charge a so-called stall rent and/or demurrage etc. per time unit commenced. Gebrüder Weiss shall notify these guidelines upon request before the agreement is entered into.

In view of Gebrüder Weiss' liability risk in this respect, Gebrüder Weiss reserves the right at its own discretion to refuse to accept or execute orders for customs declarations issued by the customer, in particular under procedure 4200 in Austria, even if Gebrüder Weiss has a permanent business relationship with the customer or is contractually bound to the customer on the basis of an upright framework agreement: Any agreed periods of notice shall not apply to the rejection of orders for customs declarations; Gebrüder Weiss shall inform the customer immediately of any such rejection.

Irrespective of whether the value of the goods is commonly known or apparent, Gebrüder Weiss shall take out a transport insurance policy on "all-risks" conditions upon written request and at the customer's costs only. In case the value of the goods exceeds CHF 10.00 per kg of gross weight, it is recommended that a transport insurance policy be taken out by referring to the statutory limitation of liability per weight or packaging unit applicable to the method of transport in question.

This offer must be kept confidential and may not be disclosed to a third party.

You can view our data protection information in accordance with Art. 13, 14 GDPR and our data protection declaration on our homepage (<https://www.gw-world.com/privacy-policy/>).

Unless otherwise provided for in the agreement and in the general terms and conditions and in the applicable international conventions, the laws of Switzerland shall apply exclusively to this order. Place of jurisdiction for both parties shall be the location of the commissioned subsidiary of Gebrüder Weiss.