

## General Terms and Conditions - Gebrüder Weiss GmbH

All our services are subject to the German Freight Forwarders' General Terms and Conditions 2017 (ADSp 2017) and, in addition, to these Terms and Conditions. Insofar as the ADSp 2017 do not apply to the performance of logistics services, our services are subject to the General Terms and Conditions of Logistics-Services Providers 2019 (Logistics GTC). The ADSp 2017 and Logistics GTC are available at <http://www.gw-world.com/de-de/Impressum> and will be forwarded to you on request. Note: In clause 23 the ADSp 2017 deviate from the statutory liability limitation in section 431 of 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 € 1.25 million per damage claim and € 2.5 million per damage event, but not less than 2 SDR/kg.

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 us, submitted before the goods are handed over for shipment. Such agreement must include an increase of our freight in proportion to the increase of the liability limit; 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.

Any general terms and conditions used by the customer will not be accepted and shall therefore not be deemed to have been agreed upon, even to the extent such do not contradict with these terms and conditions. Verbal collateral agreements are ineffective.

The insurance of the goods will only be arranged if the customer has instructed us in writing before the goods are handed over.

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. In this context, it is a key obligation of the customer under this contract that it handles the packages in accordance with the requirements for aviation security prior to hand-over and make sure to pack them in such way that aviation security controls are possible and the packaging still withstand all transport-induced strains once the security control has been conducted. Our liability is limited to intent or gross negligence, evidence of which is to be provided by the customer. This shall not apply to damages resulting from violation of life, body and health or breach of material contractual duties, with the claims for damages being limited to foreseeable, typical damages as far as the latter are concerned. However, an obligation on our part to perform such a security check is not implied.

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

Our duties resulting from this contractual relationship shall at any time be subject to the adherence to and compliance with national and international statutory provisions and/or mandatory requirements (in particular compliance with European and U.S. embargo measures). In case of a conflict between the contractual provisions and the statutory provisions and/or mandatory requirements, the statutory provisions and/or mandatory requirements shall prevail. Without prejudice to our rights under these terms and conditions, responsibility for compliance with foreign trade legislation (prohibitions and limitations with respect to import, export or transit) lies with the customer. We shall not be under an obligation to check that such legislations are complied with and responsibility to make us

aware of any limitation or prohibition with respect to the goods to be shipped lies with the customer, who will inform us timely and in writing and indemnify us and hold us harmless. The customer shall also be obliged to guarantee the safety of the supply chain to us.

A separate order is required for the transfer of dangerous goods pursuant to ADR/RID/IMCO/DGR etc., which must be accepted by us. Dangerous goods must be packed and marked in such way that they comply with the statutory provisions and international conventions with respect to carriage, handling and storage and be accompanied by the required set of papers. Hazardous goods, in particular goods of ADR classes 1 and 7, shall not be handed to us.

The following goods shall in particular be excluded from acceptance for transport and/or for storage: precious metals (uncoined, coined or processed in any other way), jewelry, gemstones, banknotes and other means of payment, securities of any type, documents or deeds, temperature-controlled pharmaceuticals, arms and munition, livestock as well as substances the storage of which is subject to special legal provisions (e.g. substances hazardous to water).

Returns of packaging within the meaning of the packaging ordinance as well as recovery and/or exchange of pallets, pallet cages, etc. will only be accepted for extra charge if such have been specifically agreed upon in writing.

In case of the provision of a truck or a container transport, demurrage (and/or demurrage/detention) shall be invoiced per hour or part thereof in excess of the two hours granted for both loading and unloading. It is being understood that a demurrage rate in the amount of € 65 per hour is payable by the customer.

In addition to § 420 (3) of the German Commercial Code (HGB), Gebrüder Weiss shall be entitled to adequate compensation in addition to the agreed transport if neither the customer nor Gebrüder Weiss could be reasonably expected to identify or foresee the cause for the delay in transport.

Invoices shall be paid immediately without any deduction. Cash on delivery is limited to a maximum amount of € 500.00 and is subject to national and international restrictions. All of our offers shall be non-binding and subject to confirmation.

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/>).

The laws of the Federal Republic of Germany shall apply to this contractual relationship. Notwithstanding section 30.3 1<sup>st</sup> sentence ADSp 2017, the location of our commissioned branch office shall be agreed as place of jurisdiction, unless this conflicts with applicable mandatory law. We reserve the right to assert a claim against the customer before any other legally permissible court.