

### Scope of application

The services offered by DHL Freight are directed solely at entrepreneurs within the meaning § 1 UGB. Orders and contracts by and with consumers within the meaning of § 1 KSchG shall be excluded

### Legal basis

Our services offered are governed by the laws of the Republic of Austria and the General Austrian Forwarder's Terms and Conditions (AÖSp) and this General Terms and Conditions of DHL Freight.

These General Terms and Conditions (GTC) apply to all services that DHL Freight provides or procures for its contractual partner (hereinafter referred to as "Customer") as an authorized freight forwarder or carrier (hereinafter referred to as "DHL Freight"). The Customer agrees that these General Terms and Conditions, which can be viewed at any time at <http://www.dhl.at/agb> [duly linked], shall apply to all future transactions, regardless of any further express reference, in particular in the case of orders placed verbally, by telephone or by telex. Any deviating terms and conditions of the customer that are not expressly acknowledged (in writing) by DHL Freight are invalid, even if they are not expressly contradicted. Under no circumstances can the customer rely on his own terms and conditions, even if these were included in orders. No terms and conditions of the customer contradicting these GTC and the AÖSp are applicable. Furthermore, the customer agrees that these GTC shall apply to all future business transactions, regardless of any further express reference, especially in the case of orders placed orally, by telephone or by telex.

For Fix shipments, the General Terms and Conditions of DHL Freight for EuroConnect DHL Freight EuroConnect Fix, as amended and for Eurapid shipments, the General Terms and Conditions DHL Freight Eurapid, as amended, shall apply supplementary. Application of the Customer's standard terms and conditions shall be excluded. Deviations from the terms offered by DHL Freight shall not become an integral part of the contractual agreement unless DHL Freight expressly consents thereto in text form prior to takeover of the shipment.

### Liability

Unless mandatory provisions to the contrary (e.g. the CMR) are applicable, DHL Freight shall be liable for all the services it provides in accordance with the Allgemeinen Österreichischen Spediteurbedingungen AÖSp (General Austrian Forwarder's Terms and Conditions).

### Prohibited Goods:

DHL Freight does not accept the following: certain classes of dangerous goods (please see clause below concerning prohibited dangerous goods), weapons and ammunition, wastes, living botanicals, livestock, animals, derivatives of endangered species (e.g.: skin, fur, teeth, shell, feathers or blood and parts of some plants, e.g. seeds), bulk material, removal goods, money and/or valuables, cheques, ready to use credit-cards, coins, fiscal stamps, valid telephone cards, any means of payment, securities (guarantees), precious metals, precious stones, jewelry, art, antiques or tobacco products

### Basis of the calculation

The charges offered are based on the information on quantity and shipment structures provided by the Customer and on unchanged market conditions and general legal conditions. If the actual quantity and/or shipment structures differ from the Customer's information, or the market conditions or general legal conditions change, DHL Freight may increase the charges at its reasonable discretion.

Freight conditions for shipments without agreement insofar as DHL Freight groupage shipments (up to 2,500 kg chargeable weight per shipment) are physically transferred for national or international shipment or shipment data are transmitted electronically for which no price agreement in the form of a valid freight condition or a bilaterally agreed daily price has been made, the standard rates of DHL Freight automatically apply and are invoiced. If necessary, these can be viewed and physically requested at any time from the locally responsible DHL Freight branch office. This regulation comes into force on 29.06.2020.

### Adjustment of Rates / period of notice

The charges offered may be adjusted by DHL Freight at any time. However, DHL Freight is obligated to announce this 10 days in advance. Both DHL Freight and the Customer may terminate the agreement at any time subject to five days' notice. The right to terminate the agreement for good cause shall remain unaffected.

### Capacity Clause

If DHL Freight is not able to provide the service at any given moment as a result of supply shortage, DHL Freight will immediately provide proof of this shortage but DHL Freight shall not be obliged to provide services.

### Right of refusal

DHL Freight is obliged to inform the Customer immediately if DHL Freight wants to reject an offer to perform the agreed services.

### Transit times

The regular transit times shown in the timetables are non-binding standard lead times. The non-binding standard transit times set out in DHL Freight's offer shall apply. Non-binding standard transit times shall not constitute binding transit times within the meaning of section 428 UGB. If the parties wish to arrange binding transit times, they may avail themselves of the Eurapid service.

### Compliance

The Customer shall ensure compliance with all applicable export control and sanctions laws and regulations ("Export Laws") and warrants in particular that neither Customer, nor any holding company, agent, consignee or any other third party directly contracted by Customer for the delivery of the shipment are listed on any applicable sanctions lists as a denied or restricted party; the delivery of the shipment to its final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws; Customer will inform DHL Freight should the shipment be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws; Customer has obtained all necessary permits, licenses or other government authorizations required for the delivery of the shipment to its final destination and end-use.

Customer shall provide DHL Freight with all information, including permits and licenses, required by applicable Export Laws to permit DHL Freight to carry out the delivery of the shipment to the final destination country. Customer acknowledges that DHL Freight will process information and personal data provided by the Customer to ensure compliance with its own legal obligations.

Each party shall act in accordance with its own Code of Conduct, failing which the Customer shall evidence it is compliant with the principles contained in Deutsche Post DHL's Code of Conduct which can be found on (<https://www.dpdhl.com/de/ueber-uns/code-of-conduct.html>).

### Dangerous Goods

If the Customer offers hazardous goods for transportation, he has to comply with all statutory rules and regulations. He is responsible for the correct labeling, approved packaging, relevant transportation documents, shipper's statement and danger signs, in the required languages. The standard extra charge for a shipment containing hazardous goods has to be determined by arrangement, and additional costs, such as ferry or tunnel costs, may be added. Even if the shipment is sent from a non-ADR country, the Customer must adhere to all ADR-rules or in case of a sea-freight-voyage the IMDG-Code regulations in addition to applicable national dangerous

goods rules. The following classes of Dangerous Goods are excluded from transport:

- Class 1 (with the exception of UN codes 0323, 0432, 0454 and UN code 0014 in respect of cartridges for tools only)
- Class 2.3
- Class 4.1 (UN codes 3231 to 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368)
- Class 5.2 (UN codes 3111 to 3120)
- Class 6.1 (Packaging Group 1)
- Class 6.2
- Class 7
- Class 9 (UN codes 2212, 2590, 2315, 3151, 3152) and lithium ion batteries and lithium metal batteries (UN 3480, 3481, 3090 and 3091) that are damaged or defective as defined in Special Provision 376, and battery-powered vehicles (UN 3171) whose battery is damaged or defective as defined in Special Provision 376). Exceptions are possible for the batteries and battery-powered vehicles mentioned above only. These require DHL Freight's express written approval before start of the business.

In certain countries some of the above restrictions may not apply to domestic transportation. Transport of dangerous goods of all classes into and out of the Russian Federation shall require DHL Freight's express written approval before start of the business. In any case, the transportation of permitted Dangerous Goods (meaning other classes apart from those listed above as being prohibited) is always subject to specific agreement prior to transportation.

### Acknowledgement of Receipt

DHL Freight also uses electronic means for receipts, by which the printed name is documented along with the digitized or electronic signature of the recipient or the person authorized to receive the shipment. The Customer hereby accepts this form of confirmation of receipt and expressly waives the right to ask for a signature on paper. He will not contest receipt of the goods with reference to this form of confirmation of receipt only.

### Elektronic billing

The offer is based on the assumption of paperless billing via DHL e-Billing.

### Setoff / withholding

Claims arising from the freight forwarding contract and related non-contractual claims may only be set off against and payment thereof withheld with respect to claims that are uncontested, ready for adjudication or have been held final and binding by a court of law.

### Financing costs

DHL Freight shall charge financing costs of 2.5% of the net amount of the invoice. If payment is made within the agreed payment period, financing costs may be deducted. Statutory claims in the event of default in payment shall

remain unaffected by the agreed financing cost surcharge.

#### **Exchange of loading equipment**

Where the exchange of loading equipment has been agreed, DHL Freight shall have a claim against the Customer to supply loading equipment if and to the extent the goods recipients refuse to exchange the loading equipment they received concurrently upon receipt of the goods.

#### **Transport insurance**

Good transport insurance coverage is important, because, for example, high value goods in conjunction with statutory limitations of liability or disclaimers of liability may lead to a shortage of cover if a damage event occurs. Even a traffic accident may qualify as an unavoidable event for a freight forwarder, for which a disclaimer of liability applies. DHL Freight therefore recommends that its Customers take out transport insurance which may be covered directly and simply via DHL Freight and which protects against risks of loss and damage above and beyond statutory liability. We would be happy to make you an offer.

#### **Data Protection**

DHL Freight is entitled to process data transmitted by the Customer insofar as this is required for the fulfillment of the contract. Furthermore, DHL Freight points out that it may be legally obliged to notify personal data or shipment data to courts and authorities. Customer permits DHL Freight to use its email address in order to provide it with information on new offers. The Customer may at any time withdraw such permission free of charge by email to the following address [datenschutz@dphl.com](mailto:datenschutz@dphl.com). The Customer ensures that it has complied with its legal obligations in relation to personal data provided to DHL Freight including consignee data as may be required for transport, delivery and logistics services, such as e.g. name, address, email and phone number. In case of unauthorized disclosure of personal data by the Customer to DHL Freight, the Customer indemnifies DHL Freight upon first written demand from all claims asserted by third parties, in particular by recipients, as far as DHL Freight processes the data in accordance with the contract. DHL Freight will maintain data protection in accordance with applicable laws.

#### **Brexit**

"Brexit" means the United Kingdom or any part of it ceasing to be part of the European Customs Union and/or the European Union single market, which is expected to occur no earlier than 31 December 2020. Brexit is likely to lead to the establishment of trade and regulatory barriers between parts of the United Kingdom and between the United Kingdom and the European Union and may have significant effects on transport services including to and from Ireland.

In anticipation, upon and after the event of Brexit DHL Freight a) reserves the right to modify all or part of its transport services to, from or via the United Kingdom, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards customer to the then prevailing circumstances as a result of Brexit b) is entitled to terminate either the agreement or the transport services into and from the United Kingdom or Ireland only by giving five days' notice. DHL Freight shall be relieved of any liability under any contract for services to and from the United Kingdom or Ireland if, and to the extent that, such liability is caused by the consequences of Brexit.

#### **Pandemic**

The spread of the Coronavirus (COVID-19) was officially declared a pandemic by the WHO. The spread of the Coronavirus (COVID 19) is already having a huge impact on forwarding and logistics, for example through border controls and quarantine measures. The situation is very fluid with administration/governments of various cities/states/countries restricting movements within such cities/states/countries. These consequences of the spread of Coronavirus (COVID-19) are outside the reasonable control of DHL Freight. DHL Freight's offered/agreed rates and service levels therefore do not take the effects of the spread of the Coronavirus (COVID 19) into account. This applies both to the currently known effects and to possible future effects.

In view of the aforesaid situation, DHL Freight reserves the right to modify all or part of its services, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards customers to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID - 19). DHL Freight shall be relieved of any liability under any agreement for services if, and to the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID-19). If DHL Freight is prevented from performing its obligations (as modified, changed or adjusted in accordance with the above) in such circumstances for more than 30 consecutive days, either party has the right to terminate the agreement forthwith by giving written notice to the other.

The above provisions will also apply if and insofar as a comparable pandemic or other health emergency occurs in future which has similar consequences for the logistics industry.

#### **Force Majeure**

"Force Majeure" means in relation to either Party, any circumstances beyond the reasonable control of that Party, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood,

criminal acts, any information security-related threats including cyber-attacks, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to that Party's or subcontractors' workforce), shortage of labor, materials and services and inability or delay in obtaining supplies. Neither Party shall be deemed to be in breach of this Agreement or any Statement of Work or otherwise liable to the other Party for damages (including but not limited to loss, damage or delay to Goods) or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Agreement or any Statement of Work (other than breach of an obligation to make payment of any sum due under this Agreement) to the extent such failure is due to Force Majeure. If a Party's performance of its obligations under this Agreement or any Statement of Work is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and the affected Party shall resume prompt performance (including a reasonable startup period) as soon as such Force Majeure shall have ceased. The provisions hereof shall not apply to monetary amounts due or owing by either Party to the other. The Party affected by Force Majeure shall use commercially reasonable efforts to give notice

to the other Party, specifying the nature and extent of the Force Majeure as soon as reasonably practicable after becoming aware of the Force Majeure.

Both Parties will use all reasonable endeavors to mitigate the effects of Force Majeure on the performance of the Agreement and any Statement of Work. For the avoidance of doubt, a close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be a mitigation action. If, by reason of a Force Majeure, DHL can only fulfill its obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by Customer.

#### **Place of jurisdiction**

For all disputes between the parties to the dispute, it is agreed that the competent court for A-1010 Vienna shall be the court with jurisdiction over the subject matter in question.