

Scope of service

The services offered by DHL Freight are directed solely at entrepreneurs within the meaning of section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB). An entrepreneur within the meaning of section 14(1) BGB means a natural or legal person or a partnership with legal personality who or which, when entering into a legal transaction, acts in exercise of their commercial or self-employed professional capacity. Orders and contracts by and with consumers within the meaning of section 13 BGB (C2C and C2B) shall be excluded. A consumer within the meaning of section 13 BGB means every natural person who enters into a legal transaction for purposes that are predominantly outside their commercial or self-employed professional capacity.

Liability

Unless mandatory provisions to the contrary (for example the CMR) are applicable, DHL Freight shall be liable for all the services it provides in accordance with the German Freight Forwarders' General Terms and Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017) and, to the extent that the logistics services it provides are not covered by ADSp 2017, by the Logistics General Terms and Conditions 2019 (Logistik-AGB). Please note: Section 23 of the ADSp 2017 differs from the terms governing the maximum amount of liability for shipment damage laid down by section 431 of the German Commercial Code. In this case, it limits liability for instances of multimodal deliveries that include ocean transport and involve an unknown location of damage to 2 SDR/kg and the standard liability of 8.33 SDR/kg to €1.25 million per liability case as well as €2.5 million per loss event, but at least 2 SDR/kg.

Legal basis

The services we offer are governed by the laws of the Federal Republic of Germany, ADSp 2017 and, to the extent that the logistics services we provide are not covered by ADSp 2017, by Logistik-AGB 2019. For premium products/services, such as Eurapid or Euroconnect Fixed Delivery Date, the product-related General Terms and Conditions for the relevant product/service shall also apply. The Customer's General Terms and Conditions shall not be applied. Deviations from the terms of the services offered by DHL Freight shall not become an integral part of the contract, unless DHL Freight expressly consents to this in text form.

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. The charges offered are furthermore based on the assumption that recipients of the goods to be delivered are solely entrepreneurs within the meaning of section 14(1) BGB (B2B) and not

consumers within the meaning of section 13 BGB (B2C). DHL Freight shall be under no obligation to deliver to consumers within the meaning of section 13 (B2C), unless it has expressly consented to this in text form before accepting the shipment.

Charges

Only the most recent version of the charge tables agreed by DHL Freight and the Customer shall apply, including the minimum charge weights and the charges for possible additional services. If no customer-specific tariff has been agreed with the Customer for the type of delivery ordered when the order is placed, the Contractor shall determine the payment at its reasonable discretion ("standard tariff"). The Contractor shall make the current version of this standard tariff available on request.

Charge adjustment

The charges offered may be adjusted by DHL Freight at any time. However, DHL Freight is obligated to give 10 days' advance notice of this.

Notice period

Both DHL Freight and the Customer may terminate the contract at any time giving five days' notice. The right to extraordinary termination for good cause remains unaffected.

Right of refusal

If DHL Freight wishes to refuse incoming orders for deliveries, DHL Freight is obligated to inform the Customer of this immediately after receiving the order.

Transit times

For deliveries within the Federal Republic of Germany, a non-binding standard transit time of 48 hours shall apply. In the case of international deliveries, the non-binding standard transit times set out in DHL Freight's offer shall apply.

Non-binding standard transit times shall not constitute agreed delivery deadlines within the meaning of section 423 of the German Commercial Code (Handelsgesetzbuch – HGB). If an agreement on binding delivery deadlines is required, premium products/services such as Eurapid or Euroconnect Fixed Delivery Date can be used.

Foreign trade legislation/compliance

The Customer shall ensure compliance with all applicable export control and sanctions legislation and regulations ("foreign trade legislation") and warrants in particular that:

- i. neither the Customer, nor any holding company, recipient or any other third party directly contracted by the Customer for the implementation of the contract are listed on any applicable sanctions lists;
- ii. the delivery of the shipment to its final destination or to any known end-user and its intended end-use do

not constitute a breach of any applicable foreign trade legislation;

- iii. the Customer shall inform DHL Freight if the delivery of the shipment is subject to a sanction or an export/re-export restriction under applicable foreign trade legislation;
- iv. the Customer has obtained all the necessary permits, licenses or other government authorizations required for the delivery of the shipment to its final destination and for its end-use.

The Customer shall provide DHL Freight with all the information, including all permits and licenses, required under the provision of applicable foreign trade legislation to permit DHL Freight to deliver the shipment to the intended final destination country.

Both parties are obligated to act in accordance with their own code of conduct. If the Customer does not have its own code of conduct, it shall comply with the principles of the DHL Group code of conduct. The code of conduct of Deutsche Post/DHL is available online at (<https://www.dpdhl.com/de/ueber-uns/code-of-conduct.html>).

Deliveries to Russia and Belarus

Deliveries to the territory of Russia and/or Belarus shall require the express consent of DHL Freight in text form before the transaction is accepted.

Excluded goods and limits on the value of goods

DHL Freight shall not accept any of the following goods for delivery: Goods in specific categories of dangerous goods and waste (see the provision below concerning excluded dangerous goods and waste shipments), arms and ammunition, livestock and other animals, parts of endangered species (for example, skin, fur, teeth, shell, feathers or blood and parts of plants such as seeds), bulk goods, removal goods, money and valuable items, checks, credit cards, coins, stamps, pre-paid phone cards, all forms of means of payment, securities (guarantees), precious metals, precious stones, jewelry, artworks, antiquities or tobacco products, temperature-sensitive goods, electrical cabinets and server cabinets containing electronic components and motor vehicles on wheels and, in the case of general small shipments, all goods with a value of more than €50,000 per parcel or €100,000 per shipment. In the case of part and full loads, the parcel-related limit on the value of the goods shall not apply and the shipment-related limit on the value of the goods of €100,000 can be increased if the Customer informs DHL Freight about the value of the goods before placing the order and if DHL Freight and the Customer agree on details such as additional measures to ensure that the delivery and the freight are secure.

The following **classes of dangerous goods** are excluded from transport by DHL Freight:

Class 1	(Explosive substances and articles containing explosive substances with the exception of UN numbers 0323, 0432, 0454 and 0014, but only blank cartridges for tools)
Class 2.3	(Toxic gases)
Class 4.1	(Self-reactive substances that require temperature control, UN numbers 3231 to 3240, 3533, 3534, 3364, 3365, 3367 and 3368)
Class 5.2	(Organic peroxides that require temperature control, UN numbers 3111 to 3120)
Class 6.1	(Toxic substances, packing group I)
Class 6.2	(Infectious substances)
Class 7	(Radioactive substances)
Class 9	(UN numbers 2212, 2590, 2315, 3151, 3152) and lithium-ion batteries and lithium-metal batteries (UN numbers 3480, 3481, 3090 and 3091), which are damaged or defective in accordance with the definition in special regulation 376, and battery-powered vehicles (UN number 3171) with a battery which is damaged or defective in accordance with the definition in special regulation 376.) Exceptions are only possible for the above-mentioned batteries and battery-powered vehicles. These require express written authorization from DHL Freight before the start of the transaction.

Waste products are also not approved for transport (section 3(1) of the German Circular Economy Act (Kreislaufwirtschaftsgesetz – KrWG)).

In the case of shipments with a maximum chargeable weight of up to 2,500 kg and a maximum of 8 spaces for Euro pallets for deliveries within Germany or a maximum of 4 spaces for Euro pallets for other deliveries (general small shipments), DHL shall only be obligated to transport system-standardized parcels. System-standardized parcels are defined as follows:

- Maximum effective weight per parcel: 1,500 kg, for delivery with tail lift in Germany 1,250 kg and outside Germany 750 kg.
- From 31 kg effective weight, goods may only be provided on flat pallets, disposable pallets or lattice boxes.
- Maximum dimensions per parcel: length 240 cm, width 120 cm, height 220 cm (external dimensions including packaging and loading aid)

In the case of shipments that do not comply with the above-mentioned definition of a general small shipment, DHL shall be informed about the details before an order is placed for a general small shipment. An agreement shall be

reached in each individual case about the details of the delivery.

German islands

The charges do not apply to deliveries to and from German islands. We shall be happy to make you a separate offer on request.

Acknowledgement of receipt

DHL Freight also uses electronic methods for acknowledging receipts, where the printed name is documented together with the digitized or electronic signature of the recipient or the person authorized to receive the shipment. The Customer confirms that it recognizes this form of acknowledgement of receipt. The Customer shall not require a paper-based signature and shall not dispute the delivery of the goods solely with reference to the electronic form of acknowledgement of receipt.

Electronic billing

The offer is based on the assumption that paperless billing via DHL e-Billing shall be used.

Offsetting/withholding

Claims arising from this contract and any associated non-contractual claims can only be offset against or withheld from due counterclaims which are undisputed, legally enforceable or ready for decision-making.

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 late 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 the recipients of goods refuse to exchange step by step the loading equipment they received.

Data protection

DHL Freight shall be entitled to use data transmitted by the Customer insofar as this is necessary to implement the contract or to ensure compliance with the legal obligations imposed on DHL Freight. Furthermore, DHL Freight notes that it may be obligated to provide courts and public authorities with personal data or shipment data, in the context laid down by law. DHL Freight may also use the Customer's email addresses to send the Customer information about new offers. The Customer may object to this at any time and free of charge by sending an email to freightservices@dhl.com. The Customer shall ensure that it has complied with its legal obligations in relation to the personal data provided to DHL Freight, including the data of recipients that may be required for transport, delivery and logistics services, such as the name, address, email and phone number. In the event of the unauthorized disclosure of personal data by the Customer to DHL Freight, the

Customer shall indemnify DHL Freight on first request against claims made by third parties, in particular by recipients, provided that DHL Freight processes the data in accordance with the contract. DHL shall provide protection for data in accordance with the statutory provisions that apply to DHL Freight.

Transport insurance

Good transport insurance cover is important, because, for example, high-value goods in conjunction with statutory limitations of liability or exclusions of liability may lead to a gap in cover if a damage event occurs. Even a traffic accident may constitute an unavoidable event for a carrier that is covered by an exclusion of liability. DHL Freight therefore recommends that its customers take out transport insurance which can be arranged directly and simply via DHL Freight and which provides protection against risks of loss and damage above and beyond the statutory liability. We shall be happy to make you an offer.

Force majeure

"Force majeure" in relation to one of the two parties refers to all circumstances that are beyond the reasonable control of this party, including, but not restricted to, the performance of tasks for a government authority or other public authority, war or national emergency, rioting, internal unrest, acts of terrorism, piracy, fire, explosions, flooding, criminal activities, all threats to information security including cyber attacks, storms, epidemics, pandemics, lock-outs, strikes and other labor disputes (in each case regardless of whether they relate to the workforce of the contractual party or its subcontractors), shortages of labor, materials and services and the inability to obtain deliveries or delays in obtaining them. Neither of the parties is deemed to be in breach of the contract or a statement of work or otherwise liable to the other party for damages (including, but not restricted to, loss of or damage to goods or delays in the delivery of goods) or otherwise liable for omissions, partial omissions or delays in the fulfillment of its duties or obligations within the scope of the contract or a statement of work (with the exception of breaches of an obligation to pay amounts that are due), provided that these omissions are caused by force majeure. If the fulfillment by one party of its duties within the scope of this contract or a statement of work is constrained by force majeure, the deadline for fulfilling these duties shall be deemed to be suspended for a period of time that corresponds to the delay caused by the force majeure. The affected party shall immediately continue fulfilling its duties (including a reasonable start-up period) as soon as the force majeure event has ended. These provisions shall not apply to amounts of money owed by one contractual party to the other party. The contractual party affected by force majeure shall make economically reasonable efforts to inform the other party as soon as possible after becoming aware of the force majeure and shall specify the nature and scope of the force majeure. Both parties shall make all reasonable efforts to mitigate the effects of the force majeure on the fulfillment of the contract and any statements of work. To exclude any possibility of doubt, the shutdown of IT systems or sectors or segments of these systems because of a threat to or

attack on information security shall always constitute a mitigation measure. If DHL Freight, as a result of force majeure, can only fulfil its obligations by incurring additional costs, these reasonable and agreed additional costs shall be borne by the Customer.