

## 1. Introductory provisions

- 1.1. These General Terms and Conditions for Transport Services (these "GTC") shall apply to all services provided to DHL, for the carriage of goods in domestic and international road transport (the "Services") by a carrier (the "Carrier"). If attached to, or referred to in, a contract between DHL and the Carrier or a freight order of DHL to Carrier ("Contract"), these GTC will form part of such Contract but in the event of conflict, the terms of such Contract will prevail.
- 1.2. The application of the Carrier's own standard terms and conditions, in particular, any local terms and conditions of Freight Forwarders such as the ADSp, Fenex or RHA is excluded.
- 1.3. For cross-border transport, the conditions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) will apply.
- 1.4. Nothing shall constitute or be deemed to constitute a partnership between the parties.
- 1.5. Nothing shall constitute or be deemed to constitute an agency agreement between the parties. The Carrier shall have no right or authority to, and shall not, do any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of DHL or otherwise bind DHL in any way.
- 1.6. DHL shall be under no obligation to give any order or amount of orders to Carrier.
- 1.7. If any clause or sub-clause of these GTC shall be prohibited by law, void or unenforceable, that clause or sub-clause shall to the extent required be severed from these GTC and rendered ineffective as far as possible without modifying the remaining provisions of these GTC and shall not in any way affect the validity of these GTC. If required, DHL will advise the replacement clause or sub-clause which shall be substituted into these GTC and which will, as far as possible, correspond to the meaning and purpose of the clause or sub-clause that it replaces.

## 2. Carrier's obligations

- 2.1. The Carrier shall comply with all applicable laws. The Carrier certifies that it has reviewed and understood Deutsche Post DHL's Supplier Code of Conduct (the "SCoC") at <https://www.dphl.com/en/about-us/code-of-conduct/supplier-code-of-conduct.html> and warrants that it will comply with it, as amended from time to time. The Carrier agrees to train its employees to ensure compliance with the SCoC. The Carrier agrees that DHL or an auditor appointed by DHL is entitled to perform a compliance audit on the Carrier if DHL has reason to believe that the Carrier has materially failed to comply with the SCoC, and also at appropriate intervals even without a reason. DHL will announce the audit with a reasonable period of time. The Carrier has to support DHL or the auditor with compliance audits to an appropriate extent. The Carrier also agrees to complete a compliance screening (third party due diligence) at DHL's request. The Carrier is obliged to undertake legally required appropriate risk analyses to determine human rights and environmental risks, and to permit and adequately support such risk analyses carried out by DHL. The Carrier regularly informs DHL about any violations and risks in the supply chain that he has identified and the measures taken in this regard. DHL has set up a complaints procedure that is also accessible to the Carrier's employees. Details are available at [www.dphlcompliance.com](http://www.dphlcompliance.com). The Carrier must pass on information received from DHL about accessibility, responsibility and the implementation of the complaints procedure in an appropriate manner to its employees and other third parties employed by the Carrier to fulfill DHL's orders. The Carrier must not discriminate or punish an employee based on a complaint from the employee.
- 2.2. The Carrier will ensure that the goods are accepted on time, within the agreed time window at the loading point, carried and delivered on time and free from loss and damage, to the receiver at the destination. It will notify DHL (using the emergency call numbers if informed of such by DHL) immediately of any hindrances to taking over, carriage and delivery and of any delays which become apparent and any loss or damage of the goods and of all other interference with and threats to transport, including when these are the result of circumstances which the Carrier could not avoid, and will seek the instructions of DHL. In the event of an accident, fire or theft, the local police authorities must always also be notified.
- 2.3. Only personnel required for the performance of the Services are permitted to be in the vehicle at any time during the performance of the Services.
- 2.4. Except as otherwise agreed in individual cases, the Carrier will assume responsibility for the loading and unloading of the goods, the securing of the goods on the vehicle, and adequate supervision. If, in the absence of such an agreement, loading is performed by DHL in individual cases, DHL acts in the capacity of the Carrier's agent. If the parties have agreed that the Carrier is not responsible for the loading, the Carrier is obliged to supervise the loading and must ensure that the loading is consistent with the safe operation of the vehicle.
- 2.5. Guarded parking spaces or enclosed private property have to be used if a vehicle is parked and left unattended, particularly during rest periods taken as well as at weekends. The parked vehicle is to be locked and secured. Furthermore the Carrier certifies that it has reviewed and understood the security requirements at <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/pdf/dhl-freight-minimum-security-requirements-EN.pdf> and warrants that it will comply with the security requirements, as amended from time to time.
- 2.6. Transshipping of the goods and for booked complete loads, the taking over of any further goods is strictly prohibited unless DHL has given its written consent in advance.
- 2.7. The Carrier will fully and accurately record the acceptance and delivery of the goods either on the transport documents specified by DHL or using electronic systems. The Carrier is obliged to provide DHL with a delivery receipt within seven calendar days of request by DHL. When goods are accepted, and at each subsequent interface, the Carrier will check the goods for completeness (number of packages) as well as for externally visible damage and broken seals and closures and will record any irregularities in writing. The Carrier will ensure that irregularities that occur are confirmed by the party from whom it has accepted the goods and by the party to whom it hands the goods over, in writing and giving the details. An interface is any transfer of the goods from one legal entity to another as well as the delivery at the end of any leg of a route. If the Carrier accepts a sealed unit (i.e. swap bodies, interchangeable boxes, containers), then its duty to inspect will be limited to a check of the identity and external integrity of the unit and of the seal.
- 2.8. The Carrier shall ensure that the driver complies with the requirements of the shipper/receiver which are applicable at the place of loading and at the destination, such as house rules, hygiene or security requirements.
- 2.9. Subcontracting of the Services or any part thereof requires DHL's advance written approval. In the event that the Carrier subcontracts the Services or any part thereof, the Carrier shall remain liable to DHL as if the Carrier had provided the Services itself. Any agreement that the Carrier may subcontract any of the Services or part thereof shall not relieve the Carrier of any of its liabilities or obligations under the terms of the Contract. Third tier subcontracting and the use of freight exchanges such as Timocom are strictly prohibited.
- 2.10. If the Carrier does not comply with the agreed obligations, DHL will also be authorized to commission a third party to perform the Services. The Carrier will refund to DHL any additional costs incurred.

## 3. Vehicles used

- 3.1. The Carrier will only use vehicles that are in a technically sound, clean and roadworthy condition and that undergo repair and maintenance at the legally required intervals or the intervals recommended by the manufacturer if those are shorter. In addition the loading space must be dry, free of dust, odorless and waterproof. The booked loading space must be empty. Only vehicles that comply with the current standards, in particular the current European emission standards are permitted. All vehicles must have a top speed limiter, idle cut-out, low rolling resistance tires, automated manual transmission, permitted

aerodynamic enhancements and where applicable, flat walled loading equipment (swap bodies, semi-trailers). Within 12 months from the market introduction of a new emission class with higher requirements, all vehicles used for performing the Services for DHL shall comply with this new emission class. DHL prefers the use of environmentally friendly technologies. This includes trucks with alternative drive systems such as CNG, LNG, Electric or fuel cell as well as their respective hybrid versions.

- 3.2. Only vehicles that offer protection against the effects of the weather and that have the necessary load securing equipment may be used so that the goods are secured against loss or damage at all times, in particular against access by unauthorized persons.

- 3.3. The vehicles must be fitted with mobile accessibility with internet connection and GPS function (e.g. smart phone or comparable appropriate electronic equipment) which must be activated during the time the Services are being provided. The latest version of the apps for driving staff specified by DHL must be installed at all times. The Carrier will inform DHL of the current telephone numbers at any time on request. The driver must be accessible by phone at all times.

## 4. Other obligations of the Carrier

- 4.1. The Carrier warrants that it holds the necessary permits (e.g. Community license/EU-Licence, third country permit, CEMT permit, Swiss license) in accordance with the applicable law. The Carrier will immediately notify DHL of the loss or refusal of a necessary permit. Moreover, the Carrier will present, at DHL's request, a copy of any such permit, its entry in the commercial register and/or proof of its registration as a business. If the services are subcontracted in accordance with section 2.9, the Carrier is obliged to check before commissioning the subcontractor whether the subcontractor holds the permits and authorizations specified in sentence 1 of section 4.1 and must present these to DHL on request.

- 4.2. The Carrier affirms that it is sufficiently equipped in terms of its human and material resources and its operational organization to be able to perform the Contracts in compliance with the applicable working time regulations for crews of vehicles (e.g. social legislation: Regulation (EC) 561/2006). In the event of obstacles to transport and delivery or other disruptions to the transport process, even if unanticipated, the Carrier shall take all necessary measures to ensure compliance with these provisions.

- 4.3. The Carrier will guarantee for itself, and on behalf of any subcontractor used in the performance of the Services, that the Services will be executed in accordance with the statutory provisions applicable to its employees, in particular in compliance with the social regulations and the applicable laws on minimum wages and on the payment of social security contributions. Carrier will guarantee to DHL for itself, and on behalf of any subcontractor used in the performance of the Services that:

- i. all employees engaged in the execution of the Services will receive the correct and legal salary and benefits in compliance with applicable legislation and the provisions of any collective bargaining agreements in force for the categories of which they form part;
- ii. it has not been sanctioned in the past by a public authority or a court as a result of violations relating to payment of salaries, benefits and social security contributions;
- iii. it has never been excluded from public contracts for this reason.

- 4.4. Carrier will also conclude identical or at least similar agreements with its subcontractors and will pay them remuneration that allows them to pay their employees the minimum wage and the social security contributions. It will grant DHL the right to check compliance with all applicable statutory provisions at any time. These checks may be carried out either by DHL or by a third party on DHL's behalf. The Carrier will assist in these checks and work closely with DHL or the third party appointed by DHL. The Carrier will provide documentary evidence of compliance with the applicable legal provisions upon request. If, due to requirements imposed by DHL, the Carrier runs the risk of non-compliance with these legal obligations, in particular with the driving and rest hours, it will immediately bring this fact to DHL's attention in writing. The Carrier shall promptly inform DHL about the initiation of any official measures, including criminal investigations or irregularities, against him and / or his vicarious agents (including subcontractors) insofar as these measures are related to the Services for DHL. This applies in particular to measures or investigations into property or traffic offenses, to social regulations, to other working conditions and to the minimum wage law. The Carrier furthermore will notify DHL immediately if sanctions or exclusions as mentioned in 4.3ii and iii above occur.

- 4.5. The Carrier will adhere strictly to the relevant provisions on the transport of hazardous goods. In the event that hazardous goods have to be carried it will, where necessary, use only personnel and vehicles that have an ADR training certificate and are equipped to carry hazardous goods in accordance with the applicable regulations for the carriage of hazardous goods, e.g. ADR. The Carrier will, if necessary, ensure that the required protective clothing is worn. The Carrier will furthermore adhere strictly to any applicable rules on cabotage transports.

- 4.6. When transporting food or animal feed, the Carrier shall comply with all applicable food or animal feed law requirements of a food or animal feed business operator. Among other things, the Carrier is obliged to be registered with the responsible authorities as a feed or food transporter.

- 4.7. For security reasons, video surveillance may be used in company buildings and / or on company premises. The Carrier must ensure that his employees are informed about the possibility of video surveillance.

- 4.8. The Carrier will only use employees with the necessary knowledge and capabilities and the required reliability for carrying out the Services. It will train its employees regularly, especially with regard to carrying the necessary documents and complying with the applicable legal requirements, and also notify them that illicit drug consumption is prohibited. It will only employ persons who hold the required driving license and the required professional driver's qualification. The employees must be well presented when they meet DHL's customers, DHL's employees, and must be able to speak the language in the country of origin and/or destination of the transportation and/or English if possible.

- 4.9. The Carrier shall be responsible for the reliability of its vicarious agents and shall verify this using suitable documents. If requested, Carrier shall demonstrate the reliability of its company and of its vicarious agents. Persons who have previous convictions for relevant criminal offenses may under no circumstances be used to fulfill the contractual service (for example, property offenses, in particular, theft, embezzlement or robbery; traffic offenses or relevant offenses against drugs laws).

- 4.10. Drivers must be identifiable by a company ID card while carrying out the Services, and while they are on the premises of DHL or third parties, they must display their ID card in accordance with the access control rules there.

- 4.11. The Carrier will, on request and at short notice, provide DHL with current lists of names of the subcontracted carriers used and notify it of any changes to the lists. In addition, in the case of a legitimate interest of DHL, the Carrier is obliged in individual cases to inform DHL on request which driver (full name and business address) was used by it or its subcontractor for a specific transport. A legitimate interest of DHL exists for example in case of complaints of improper conduct, breach of applicable house and yard regulations, and breach of laws or criminal activity in relation to a particular transport. If there are such indications DHL may refuse the further use of the driver. DHL is authorized to save and use the data for contractually agreed purposes in accordance with the applicable data protection law.

- 4.12. The Carrier will carry on each journey all legally required documents and on request hand them and the other documents mentioned in Clause 4.1 – 4.11 above as well as documents proving the qualification of the drivers proof of driver qualification any required supporting documents over to DHL for checking. The documents mentioned in Clause 4.1 sentence 1 must not be shrink-wrapped or covered in a similar way by a non-removable

protective film. Moreover, the Carrier will authorize DHL and any third parties commissioned by DHL to perform vehicle checks at any time. The Carrier will issue corresponding general instructions to its employees. If faults are determined in the course of checking the documents, the vehicle or the employees, DHL can refuse an employee or to have the vehicle loaded and demand their immediate replacement by an employee or vehicle that meets the requirements of the Contract or DHL may simply terminate the Contract with immediate effect. The Carrier is obligated to pay compensation for any damage incurred by DHL through the violation of the obligations of this paragraph.

4.13. The Carrier will strictly adhere to the patent rights, utility model rights, trademark protection and all other rights of DHL and its affiliates to protect the ownership, in particular in terms of dealing with its logo, brands, etc. and will avoid any impairment or improper use and will only use such logos, brands etc. as agreed with DHL and in accordance with DHL's instructions.

4.14. The Carrier will confirm in writing the acceptance of resources provided to it by DHL (e.g. means of transport, hand scanners). It will carry or use these items for the provision of the Services only. The Carrier will carefully manage the items handed over to it and protect them against loss and damage. It will return these items immediately to DHL on request at any time in impeccable condition. Means of transport (swap bodies, roll containers, etc.) are to be immediately returned to DHL upon completion of the respective Services for which they were used.

4.15. For transports with semi-trailers or swap bodies ("Equipment") the Carrier regularly will use its own Equipment; DHL is not obliged to provide the Carrier with Equipment. If DHL provides the Carrier with Equipment, it is provided solely for performing the Services for DHL. Upon handover of the Equipment, the Carrier must check that it is in a roadworthy, technically sound and undamaged condition and has with it all required documents and certificates. The Carrier must immediately inform DHL about any irregularities. If damage to the Equipment is detected, the Carrier must note down the damage and get the damage confirmed by the party handing over the Equipment on the freight documents (e.g., waybill/CMR). The damage must also be reported to DHL before departure. If it is not certain that the Equipment is roadworthy or if any required document or certificate is missing or invalid, the Carrier must wait for instructions. The Carrier must ensure that the Equipment details marked on the waybill (swap-body number/semi-trailer registration number) are identical with the details of the Equipment received. The Carrier must immediately communicate any discrepancies to DHL and wait for instructions. These instructions must then be noted by the Carrier on the waybill, specifying the Equipment details. If the freight documents do not contain Equipment details, the Carrier must contact DHL immediately after receipt of the Equipment and – by referring to the journey/loading number – must inform DHL about the relevant swap-body number or semi-trailer registration number either in writing or verbally. The Carrier undertakes to constantly monitor Equipment in its use to ensure that it is roadworthy and safe to operate. In the monitoring, the following must be checked including but not limited to: tire pressure, brake and light functions and all other functions for roadworthiness and safe operation. The carrier is liable for loss of or damage to Equipment occurring between the time when the Carrier takes over the Equipment and the time of return of the Equipment to DHL. The Carrier must use the Equipment with care and protect it carefully from damage and loss using suitable means (e.g., king pin). The Carrier must return the Equipment to the starting point of the journey. The Carrier must provide DHL with proof of undamaged return (e.g., return document or freight documents acknowledged by the receiver).

4.16. The Carrier confirms that it will observe all applicable export control laws and regulations and will not maintain any relationships with persons or organizations subject to restrictive economic measures by relevant national governments or international organizations for export control and economic sanctions purposes. The Carrier represents and warrants that it is not owned in whole or in part by, affiliated to or otherwise controlled (whether directly or indirectly) by, a party which is listed on any applicable sanctions lists as a denied party denied or restricted party and it will not engage, deploy or use any such listed party as employees, subcontractors or agents for the performance of the Services to DHL. The Carrier confirms that it will not transit through countries that are subject to comprehensive sanctions by the EU, the US or the UN. Furthermore, the Carrier shall comply with all other instructions issued by DHL concerning the final destination and end-user/end-use of the goods. Military goods must not be transported through countries subject to arms embargoes.

4.17. At the request of DHL, as far as legally permissible, the Carrier will electronically send or make available all information and documents, including freight accompanying documents, billing documents, contract documents, EU licenses, documents relating to damage via the applications provided by DHL for these purposes (e.g. DHL Freight driver app, e-datagate). The Carrier ensures that all information it transmits via these applications is complete, correct and accurate.

## 5. Charges

5.1. DHL will pay the agreed freight charges.

5.2. The settlement of the freight charges is subject to the submission of a delivery receipt that is properly made out (with the stamp and signature of the receiver).

5.3. Any claims of the Carrier in the event that DHL cancels a freight order are excluded.

5.4. Any claims by the Carrier for demurrage are excluded unless the waiting time is more than twenty four hours per loading/unloading event and unless the Carrier has reached the place of loading/unloading at the agreed time. Any claims by the Carrier for demurrage are excluded unless the waiting time is confirmed in writing by the shipper or receiver.

5.5. DHL is entitled to set off Carrier's justified claims towards it, against claims of the same kind which it has against the Carrier.

## 6. Confidentiality and client protection

6.1. Carrier undertakes and agrees at all times to keep in strict confidence and secrecy all information which is of a confidential or secret nature, including without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, employees and technical, operational and administrative systems (the "Confidential Information") of DHL and DHL's customers which they may learn in connection with the performance of the Contract. Carrier must not use or disclose the Confidential Information to any other person, firm or company outside the Carrier's group of companies and their respective professional advisers, except only as may be necessary and bona fide in connection with its obligations under the Contract, provided that where any part of the Confidential Information is already or becomes commonly known in the trade, except by a breach hereof, or is required to be disclosed by any law or court order, then the foregoing obligations of confidentiality in respect of such part of the Confidential Information shall cease to apply. Without limiting the generality of the foregoing, Carrier agrees that it shall not use the Confidential Information for its own commercial purposes save in fulfilling its obligations under the Contract. Such obligations of confidentiality shall apply for five years from the date the Carrier receives the relevant Confidential Information, notwithstanding the termination or expiry of the Contract.

6.2. The Carrier will not provide the same or similar services as it provides under the Contract within the contractual territory, either directly or indirectly through third parties (except for DHL and its affiliates), to customers of DHL to which Carrier provides Services on behalf of DHL and with which Carrier comes into contact as a result of providing the Services on behalf of DHL (such as FTL on certain lanes). Any contractual relationships between the Carrier and customers of DHL already existing upon the earlier of (i) entry into or (ii) scheduled or actual execution of the Contract will remain unaffected by the obligations under 6.2 of these GTC. The client protection obligation ceases on the earlier of (i) 6 months

from the end of the underlying business between DHL and the customer or (ii) 6 months from the termination or expiry of the Contract.

## 7. Liability and Indemnification

7.1. It is acknowledged by the Carrier that DHL provides logistics services for its customers. As such, if the Carrier breaches the terms of these GTC or otherwise causes or permits loss, damage or delay, DHL is likely to suffer loss itself or incur a liability under the terms of the agreements it has with its customers.

7.2. Subject to the provisions of Clause 7.3, the Carrier agrees to indemnify DHL against all claims, demands and losses whatsoever and by whomsoever made arising from or in connection with the Services, whether such losses are incurred by DHL under the terms of any agreement with its customers (in which case the Carrier shall be liable to the extent set out in such agreement), or are otherwise incurred by DHL. For clarity, this obligation to indemnify DHL includes any claims against DHL arising from alleged violations of any applicable law on minimum wages, social security contributions, cabotage rules or social regulations such as laws on driving times and rest periods.

7.3. Insofar as the CMR or any similar mandatory legislation is compulsorily applicable to any of the agreements with DHL's customers or to the Services, the Carrier shall indemnify DHL for DHL's liability under the CMR or any similar mandatory legislation.

7.4. In addition to the Carrier's liability under Clauses 7.2 and 7.3, the Carrier shall indemnify DHL for all costs incurred by reason of DHL's defense of any claim made against it arising from or in relation to the Services. Costs shall, for the purposes of this clause, include, but not be limited to, any legal costs incurred by DHL and any third party costs which DHL is ordered to pay or reasonably settles.

7.5. Except in the case of death or personal injury caused by DHL's negligence, DHL's liability to the Carrier in contract, tort, bailment, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered shall not exceed the sum of 20.000 Euro or equivalent in local currency.

7.6. DHL shall under no circumstances whatsoever be liable to the Carrier for any loss, claim, costs, damage, indemnity or expenses of any indirect or consequential nature suffered by the Carrier including, but not limited to, any indirect or direct economic loss or loss of business, goodwill, market share or profits howsoever arising, including due to DHL's negligence.

## 8. Insurance and claims handling

8.1. The Carrier undertakes:

- a. take out and maintain the following insurance policies:
  - i. Employer's liability insurance, in accordance with the laws of the country in which the services are to be provided and of the country in which the Carrier is based;
  - ii. Motor vehicle liability insurance in accordance with the laws of the country in which the services are to be provided and of the country in which the Carrier is based;
  - iii. Liability insurance for losses and damage to third-party transport aids (trailers, swap bodies, containers, semi-trailers, chassis, etc.) made available by DHL and not owned by the Carrier.
  - iv. Comprehensive general liability, which covers Carrier's legal liability for personal injury or death to third parties (including DHL employees) and / or for damage to third party property (including property of DHL);
  - v. Adequate transport liability insurance to cover obligations that the carrier enters into with these GTC and otherwise with the provision of the Services
- b. To provide DHL on request with copies of the insurance policies listed under Item 8.1 (a);
- c. DHL to inform immediately of any significant changes or the expiry of any of the policies listed under 8.1 a;
- d. to inform the respective insurer about the part of the Contract that is relevant for the insurer.

8.2. The Carrier must ensure that all claims for damages asserted by DHL will be processed without delay and will be reported to the Carrier's insurer. The Carrier will notify DHL of the insurer's reference number.

In the event of damage to property or personal injury caused or presumed to have been caused by personnel of the Carrier during the acceptance, transport or delivery of the goods at the customer's, receiver's or other parties' premises, DHL reserves the right to disclose the name as well as the address and contact details of the Carrier to the customer or receiver upon request for the purpose of clarifying the circumstances of the damage.

## 9. Term and termination

9.1. In the case of on-going obligations the normal period of notice for termination is one week. The right of immediate termination by either party for just cause is not affected by this. A just cause exists for DHL if:

- the Carrier is in material breach of the Contract, any violation of the SCoC is considered to be a material breach of contract;
  - the Carrier does not discharge its statutory or contractual obligations;
  - a competitor of Deutsche Post AG or of its affiliated companies gains a direct or indirect controlling influence over the Carrier.
- 9.2. Any termination must be in written form.

## 10. Changes to these GTC or to the Contract

10.1. Changes or additions to these GTC will be notified by DHL to the Carrier in writing. Where the Carrier does not object in writing within 10 working days of receipt of the notification, the changes will be deemed to have been accepted.

10.2. Changes or additions to the Contract must be made in written form. This also applies to any waiver of the written form requirement.

## 11. Other provisions

11.1. Offsetting or withholding against claims of DHL or the exercise of a right of any lien over the goods or a right of retention to the goods by the Carrier is excluded.

11.2. The Contract does not create, and shall not be construed as creating, any right of a third party against DHL which is enforceable by any person who is not party to it.

11.3. Assignment of a claim by the Carrier (i.e. factoring) will only take effect vis-à-vis DHL if the Carrier notifies DHL of the assignment of the claim, including all the necessary information (order and creditor number, name, address, account number of the new creditor, amount, date of validity of the assignment, etc.) and DHL agrees to the assignment in writing.

11.4. The laws of the country of the headquarters of the contracting DHL entity will apply.

11.5. The exclusive place of jurisdiction is the country of the headquarters of the contracting DHL entity provided that there are no mandatory provisions preventing this. The place of jurisdiction shall be deemed to be an additional place of jurisdiction pursuant to Article 31 CMR. If Article 39 CMR applies, sentence 2 of 11.4 is not applicable.

11.6. The courts at the headquarters of the contracting DHL entity or at the location that is additionally agreed as an additional place of jurisdiction are have jurisdiction within the country in accordance with Clause 11.5. In addition, the legal places of jurisdiction remain permissible.

11.7. The failure or delay by DHL in exercising any right, power or remedy provided by law or by these GTC or under a Contract shall not, in any circumstances, impair such right, power or remedy nor operate as a waiver of it. No waiver of any right, power or remedy by DHL shall take effect unless it is in writing.

# General Terms and Conditions for Transport Services (GTC)



By way of derogation from or in addition to the above provisions of the General Terms and Conditions (these "GTC"), the following shall apply to all contracts concluded with DHL Freight GmbH, registered in the Commercial Register of the Bonn District Court under the registration number HRB 26449:

## 4. Other obligations of the Carrier

A The Carrier undertakes to use foreign drivers from third countries only if they are in possession of a residence title (Aufenthaltstitel) in accordance with Section 4 Para. 3 of the German Residence Act (Aufenthaltsgesetz), or a temporary residence permit (Aufenthaltsgestattung) or a short-term permit (Duldung) entitling them to take up employment, or if they do not require such permit, or are in possession of a valid driver's license issued by a national authority in accordance with Article 5 of Regulation (EC) No 1072/2009. Clause 4.6 of these GTC shall also apply in this case.

B If requested, the Carrier will, whenever DHL performs an inspection, hand over to DHL for checking all documents it is required to carry. The Carrier undertakes to issue appropriate general instructions to its staff.

C The Carrier shall comply with the notification obligation in accordance with Section 36 of the German Postal Act (Postgesetz – PostG). This means that the Carrier shall notify in writing, within one month, the German Federal Network Agency of the commencement, modification and termination of the provision of postal services pursuant to Section 4 PostG, where applicable.

D By way of derogation from clause 4.8 of these GTC, the driver shall have a good command of the German language in the case of domestic transports, and of the English language in the case of cross-border transports, both verbally and in writing.

E In addition to clause 4.6 of these GTC, the Carrier warrants to use only suitably dressed employees who have received regular training in personnel, product and transport hygiene when transporting foodstuffs, IFS food products and IFS non-food products (definition in the current IFS Logistics Standard Part 1, Annex 4). Further, the Carrier warrants to comply with all requirements of the current IFS Logistics Standard (Part 2, Chapter: 3.1-2, 4.1-3, 5.3-6, 6.3, available at: <https://www.ifs-certification.com/index.php/en/standards/265-ifs-logistics-en>) applicable to transport in order to guarantee the safety of foodstuffs, IFS food products and IFS non-food products during transport and to avoid health risks for the consumer. Guidelines for registering as a feed or food transporter and information on the responsible authorities in Germany are available from the Federal Office for Consumer Protection and Food Safety.

F In addition to clause 4.11 of these GTC, the Privacy Notice for the data processing carried out by DHL Freight GmbH is made available at <https://www.edatagate.de/edg/gw/edg1web/Impressum.action> Privacy Notice. The Carrier may contact the data protection contact address stated in the Privacy Notice if he has any questions regarding the processing of personal data and must make the Privacy Notice data protection declaration available to his drivers and inform them accordingly.

## 5. Charges

A Services rendered by the Carrier for orders the Carrier has received from DHL are usually settled by means of self-billing invoices issued by DHL. DHL shall issue the self-billing invoices to the best of its knowledge or according to the instructions of the Carrier. The Carrier will inspect the self-billing invoice after receipt and give DHL a warning if, for example, it does not agree with the VAT treatment of the invoiced items shown on the self-billing invoice. DHL will then, after having checked the self-billing invoice again, draw up a corrected self-billing invoice. A complaint about a self-billing invoice is only permissible within a 14-day notice period from receipt of the self-billing invoice, indicating the reasons. Failure to submit a complaint on time is considered as approval of the self-billing invoice. DHL can suspend settlement by means of self-billing invoices at any time. In such instances, the general invoicing rules shall apply to the settlement of services rendered. DHL will inform the Carrier at least two weeks in advance of any change in the settlement procedure. DHL reserves the right to switch to an electronic self-billing procedure.

B The Carrier shall receive the agreed remuneration for orders placed by DHL less an administrative fee of 1.02 EUR per tour for the self-billing procedure.

C The following provision replaces clause 5.4 of these GTC: The Carrier may only claim if the Carrier has reached the place of loading/unloading at the agreed time and if the waiting time from the agreed time of arrival exceeds three hours for partial and complete loads or two hours for general cargo transports (Stückgut-Transport). The waiting period must be confirmed in writing by the shipper or receiver.

## 7. Liability and indemnification

Clause 7 of these GTC shall be replaced with the following:

A Under its liability vis-à-vis DHL, the Carrier will indemnify DHL against any claims made under civil law against DHL as a result of the Carrier's conduct or that of its vicarious agents. Under its liability vis-à-vis DHL, the Carrier will indemnify DHL in particular, upon first written request, against any claims made by third parties under civil law that arise from alleged violations by the Carrier or a sub-contractor of the obligation to pay the minimum wage or social security contributions or from any breach by Carrier of the CoC. Third parties within the meaning of clause 7.A, sentence 2, are in particular employees of the Carrier or a sub-contractor.

B The Carrier's obligation to indemnify DHL will also apply to any sanctions, fines or other actions imposed under public law or claims under public law asserted by public law entities due to potential infringements of the obligation to pay the minimum wage or social security contributions or breaches by the Carrier of the CoC by the Carrier or a sub-contractor.

C Any costs incurred in connection with the legal defense, such as attorney's fees and court costs, will also be included in the indemnification obligation pursuant to 7.A and 7.B.

D Liability under the carriage contract will be in accordance with the provisions of Part Four of Book Four of the German Commercial Code (HGB).

E **In accordance with Section 449, paragraph 2, number 1, HGB the damages payable for loss of or damage to the goods, in derogation of Section 431, paragraphs 1 and 2, HGB is limited to 40 accounting units (special drawing rights of the International Monetary Fund – SDR) per kg of gross weight of the shipment, if and to the extent that**

**DHL has a correspondingly high external liability for which it has a right of recourse. Any higher statutory liability accruing to the Carrier will be unaffected by the above rule.**

F In cross-border traffic, the liability provisions of the CMR will apply. Sections 425 et seq. of the HGB will also apply.

G If the Carrier does not meet the obligations stipulated in these GTC or does not meet them on time, it is obliged to pay DHL a processing fee of 51 EUR in each individual case, excluding the continuation of the offense.

H The liability of DHL pursuant to sections 414, 455, 468, and 488 HGB is limited to 200,000 EUR per damage event. The aforementioned liability limitation does not apply in case of personal injuries, such as injury of life, body and health, if the damage was caused by gross negligence or willful intent of DHL or its vicarious agents, or infringement of material contractual obligations, whereas the latter is limited to predictable and typical damages.

## 8. Insurance and claims handling

A The obligation to take out adequate transport liability insurance according to clause 8.1.1.a v these GTC are supplemented as follows: Required for transports or cabotage traffic within Germany is a customary market transport liability insurance at least in accordance with § 7a GüKG (minimum insured amount 600,000 EUR) supplemented by the extra liability mentioned under Clause. 7.E above (increased liability and insurance according to HGB liability corridor up to 40 SDR / kg, in particular also in cabotage transports) as well as according to CMR (minimum sum insured 250,000 EUR). The above insurance cover must not contain any sub-limits for goods at risk of theft (e.g. spirits of all kinds, tobacco products, entertainment electronics and telecommunications equipment including cell phones / smartphones, EDP equipment of all kinds including accessories, telephone and chip cards, photo / digital technology); Furthermore, no sub-limit for liability for qualified fault in accordance with section 435 of the German Commercial Code and Article 29 of the CMR is permitted. The transport liability insurance with the above requirements must also be concluded for domestic German transport services that are not subject to the GüKG.

B DHL reserves the right to request proof of insurance coverage from the Carrier in the event of justified doubts. The Carrier must provide this within 72 hours. If the Carrier does not comply with this obligation within a further period of one week after receipt of a reminder from DHL at the Carrier, the Carrier is obliged to pay a contractual penalty of 51 EUR for each day of delay after this one-week period has expired up to a maximum of 510 EUR. In this case, if the Carrier cannot provide proof of the transport liability insurance cover in accordance with the minimum requirements set out above before the transport order is carried out, DHL is entitled, but not obliged, to obtain a separate coverage extension for the transport liability insurance and to charge the Carrier with the costs incurred by DHL, up to a maximum of 51 EUR per transport plus a processing fee of 51 EUR.

## Other supplementary provisions:

### Document Review by Third Parties

The review of the documents submitted by the Carrier as part of the implementation of the Contract can also be carried out by third parties, provided that they have been commissioned by DHL for this purpose. Insofar as the Carrier's documents and data are passed on to third parties, this is done as part of order processing (with corresponding contracts) by service providers carefully selected by DHL and serves to increase the efficiency and speed up the verification.

### GPS systems:

DHL equipment is generally equipped with tracking systems. DHL also collects status data for the purpose of tracking shipments, determining the shipment status, planning time windows (e.g. loading time, arrival time) or anticipating compliance with planned time windows. DHL will also pass this data on to its customers on request. In order for DHL to obtain the most comprehensive data possible, the Carrier will issue a release declaration for the telematics data transmission upon request by DHL, if this has not yet been done, which allows DHL to also use GPS data from the positioning systems used by the Carrier. The data is used from one hour before the agreed loading date / beginning of the loading time window until unloading. During this period, the data record is also made available to the requesting customers of DHL every 15 minutes. The Carrier is obliged to inform the drivers used for the transport order about the GPS data tracking. In addition to that, DHL customers may equip the goods with tracking systems in order to collect status data for the purpose of tracking the goods. DHL will inform the Carrier separately about the specific scope and purpose of the data collection by the DHL customer, provided that it has received the relevant information from the customer.

### Authorized economic operator

The Carrier hereby declares that

- goods, which are produced, stored, forwarded or carried by order of Authorised Economic Operators (AEO), which are delivered to AEO or which are taken for delivery from AEO
  - are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas
  - are protected against unauthorized interference during production, storage, preparation, loading and transport
- reliable staff is employed for the production, storage, preparation, loading and transport of these goods
- business partners who are acting on my behalf are informed that they also need to ensure the supply chain security as mentioned above.

The Carrier hereby expressly confirms that these General Terms and Conditions for Transport Services apply to all orders placed by DHL Freight GmbH, Germany, registered in the Commercial Register of the Bonn District Court under the registration number HRB 26449, referred to as "DHL" above for the transportation of goods in national and international road freight transport.

readable in block letters

Please sign here

Place, Date

Name of Signee

Stamp / Signature of the Carrier