

General Terms and Conditions (GTC) of Forwarding Services of Yolda GmbH
(Shipper GTC)

1. General Guidelines

1.a. The General Terms and Conditions (hereinafter referred to as “GTC”) apply to the German domestic transportation services, international transportation services performed to-and-from Germany and within Europe (hereinafter referred to as “freight forwarding services”) concluded between Yolda GmbH, Cologne (hereinafter referred to as “Yolda”) and the Shipper (hereinafter referred to as “Shipper”). Yolda provides its freight forwarding services on the basis of the German Freight Forwarders’ Standard Terms and Conditions - ADSp 2017, the GTC and the German Law. Should contradictions between the ADSp 2017 and the GTC arise, the provision of the ADSp 2017 shall prevail.

1.b. General Terms and Conditions of the Shipper will not apply under any circumstances. Yolda has the right to amend these GTC with a mandatory notification to the Shipper. The Shipper may object to the amendment of the GTC via email within two weeks of the amendment notification date and if so, the previously established GTC shall prevail. Nevertheless, in case of an objection from the Shipper regarding any amendments of the GTC, Yolda reserves the right to end the contractual relationship with the Shipper.

2. Yolda.com Digital Platform

2.a. Any shipper has to be registered at Yolda’s digital platform (hereinafter referred to as “Yolda.com”).

2.b. Any legal person, entity or body, not being a consumer as defined in Section 13 German Civil Code (BGB) can make a registration on Yolda.com as long as the requested freight forwarding services are only business to business; where one business makes a commercial transaction with another (hereinafter referred to as “B2B”).

2.c. The data collected from the Shipper for the registration of an order request will be kept accordingly with the Privacy Notice found at <https://www.yolda.com/de/gdpr/> (hereinafter referred to as “Privacy Notice”) that sets Yolda’s policy for processing personal data that Yolda collects through Yolda.com registration and it’s website. Yolda has the right to check the data registered and contact the Shipper in case necessary.

2.d. Yolda is legally entitled to check the reliability of the Shipper through a safety check in line with the applicable legal regulations. Any legal compliance check will be conducted accordingly with the Privacy Notice. Yolda reserves the right to change, manage or remove a company profile created on Yolda.com.

3. Conclusion of Contract

The Shipper can conclude freight forwarding services contracts (hereinafter referred to as “contract”) by using Yolda.com. The Shipper can also send an order request via email or via phone to the relative responsible persons at Yolda; in those cases the contract will be concluded with the written email confirmation of Yolda. In any case the Shipper is obliged to provide any necessary information for the dispatch of freight forwarding services.

4. Execution of the Contract

4.a. Yolda is either free to carry out the transport itself consistent with the German legal framework or to complete the freight forwarding services with appointed third parties. If the freight forwarding services are carried out by third parties, Yolda shall inform the Shipper, upon request, their name and address. Yolda is entitled to choose the means of transportation to complete these services.

4.b. The Shipper shall hand over the goods to Yolda or a third party appointed by Yolda to carry out the freight forwarding services at the confirmed address and time under the order request. Yolda shall arrange the dispatch of the freight forwarding services from one or more pick-up locations to one or more distribution locations.

4.c. The Shipper shall provide detailed information to Yolda about the goods that are to be transported for proper execution of the transport. This information should include the type of the goods as well as their quality, specific features if any, number of units and weight, and any other information requested by Yolda. The Shipper is obliged to inform Yolda if goods in section 4.d are being transported.

4.d. Goods that are not transported by Yolda are:

- Hazardous goods
- Animals or plants
- Tobacco, drinks that contain alcohol
- Any kinds of art works
- Vehicles
- Jewelry
- Guns and bullets
- Bulk goods
- Used packages
- Other Theft-Sensitive Goods as listed or meant according to 1.3 ADSp 2017.

4.e. The Shipper is the sole responsible for the loading and securing the goods that are being transported as well as the unloading of the goods. The Shipper should also make sure that all entry routes to the mentioned loading and unloading points of the goods don't comprise of danger and obstacles so there is no delay in the settled times.

4.f. Yolda or the third party appointed by Yolda to carry out the freight forwarding services is responsible for good quality tracking during the transport.

4.g. Yolda or the third party appointed by Yolda is entitled to carry out the freight forwarding services in consolidated forms.

4.h. The Shipper has the right to request a change in the transported goods with a written notification and obligation of making an adjustment to the agreed freight forwarding services price.

5. Cancellation of freight forwarding services by the Shipper

5.a. The Shipper is entitled to terminate a contract at any time with no obligation to state its reason. The Shipper shall inform Yolda of this termination with a email notification. The Shipper may terminate an order request with no cancellation fees up-to 24 hours prior the confirmed beginning of the time slot.

However, the cancellation fees stated in the table below will apply in case of a termination after 24 hours prior the confirmed execution of the order:

Cancellation	Cancellation Deadlines	Fee %
<i>Cancellation fees in case of a contract termination by the Shipper</i>	Up-to 24 hours prior the confirmed beginning of the time slot	-
	Between 12-24 hours prior the confirmed beginning of the time slot	30% of the confirmed price
	Between 6- 12 hours prior the confirmed beginning of the time slot	50% of the confirmed price
	6 hours prior the confirmed beginning of the time slot	100% of the confirmed price

5.b. In case of additional waiting time during loading and unloading of the goods which are not attributable to Yolda's sphere of risk, Yolda has the right to claim a reimbursement in accordance with the German legal framework. A reasonable time period for loading/unloading is deemed two hours from the arrival time of the vehicle to the loading/unloading site. Waiting times are invoiced at EUR 35 net/hour. In case there is a refusal at the loading/unloading site and an additional delivery is to be made, a refusal/additional delivery cost shall apply. This cost shall as well be covered by the Shipper.

6. Cancellation of freight forwarding services by Yolda

6.a. Yolda is entitled to terminate a contract if one of the following reasons apply:

- Information about insolvency issues of the Shipper emerge
- An Invoice for a contract already executed for the Shipper is due
- Misinformation or lack of information from the Shipper about the goods to be transported
- Incorrect statements by the Shipper that may raise doubt about existence of the Shipper, the sender or recipient
- Facts that lead to potential fraud activities by the Shipper and/or other parties involved in from the Shipper's side
- New or change of communication by the Shipper (e.g. loading or unloading means are missing, unfulfillable or not agreed services are demanded) that would make the order request extra difficult to execute and significantly slow it down

6.b. If Yolda terminates a contract in line with 6.a. the Shipper has no right for compensation. Other legal rights of Yolda to terminate a contract shall remain unchanged.

6.c. For all the cases under 6.a. and 6.b. Yolda has the right to file a new offer.

7. Payment, Prices, Invoicing, Expenditures, Offsetting

7.a. All remunerations and other expenditures to be paid according to the contract, the ADSp 2017, the GTC or the law are subject to the addition of any value-added tax.

7.b. Yolda offers the Shipper three payment options; pay pal and credit card payment through Yolda.com and bank transfer.

7.c. Payment time is 15 days after the invoicing. Yolda will send the Shipper an email that includes the invoice with the agreed and confirmed pricing, after the freight forwarding services have been completed. Prices in the invoices are all given in EUR + VAT. Interest rates accordingly with the German law will apply in case of payment delays.

7.d. The Shipper does not have a right to offsets or retention unless their counterclaims are certain and unquestionable or legitimately binding by court order.

8. Assignment

Unless agreed and confirmed, the parties do not have the right to assign or transfer any rights occurring from their contractual relationship without prior approval of the other party.

9. Liability

9.a. Yolda is liable according to the regulations in the ADSp 2017.

9.b. In clause 23 the ADSp 2017 deviate from the statutory liability limitation in section 431 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 additionally to EUR 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg.

10. Insurance

10.a. Yolda obtained liability insurances and will provide the Shipper a confirmation of the insurance via email in case requested.

10.b. Yolda can obtain an insurance regarding the transported goods if the Shipper requests Yolda to do.

11. Final Provisions

11.a. Parties are urged to solve all disagreements and legal disputes which might arise from this contract between Yolda and the Shipper through the Courts Cologne.

11.b. All legal relationship regarding this contract is binding under German law.

11.c. In case some of the provisions are invalid, the remaining provisions shall stay unaffected. The invalid provisions shall be replaced by relevant legal provisions.

11.d. Gaps in the regulations shall be bridged through other most relevant regulations under the German law.

11.e. The GTC are drafted in German and English language. In case of contradictions between the language versions the German version shall prevail.

12. Contact

The Shipper can contact the customer service of Yolda for any inquiries and suggestions & feedback by email at anfrage@yolda.com and finanzen@yolda.com for inquiries about accounting/finance.

Cologne, 18.03.2022