

General requirements for transportation requests

1. Scope, components and other conditions

These terms and conditions shall apply to the provision of transportation services by Yolda GmbH to the contractor named in the transportation request.

The Contractor's general terms and conditions, notwithstanding any third party terms and conditions or general local practices, shall not apply between the parties hereto unless the Customer expressly acknowledges them.

The customer is the company Yolda GmbH, the registered address of which is at Körnerstraße 34, 22301 Hamburg.

The contractor is the transportation company commissioned by the customer to perform the operation of transportation.

2. Obligations of the customer when assigning work, information obligations, special types of qualifications; performance of transportation work

2.1 The Customer shall inform the Contractor in a timely manner of all significant factors affecting the performance of the work of which it becomes aware, including in particular:

- Address, type and nature of the goods, gross weight or otherwise specified quantity, identification marks, numbers, number and type of packages, special characteristics of the goods (such as live animals, plants, perishability), value of the goods (e.g. for customs legal issues or insurance of the goods under section 21) and delivery times,
- All obligations within the scope of public law, such as customs law, foreign trade law (in particular embargoes on goods, persons or countries) and security law,

- in the case of transportation by sea, provision of all data required by maritime safety regulations (e.g. SOLAS) in the prescribed format;
- existing industrial property rights against third parties, for example, restrictions under trademark and licensing law on the ownership of goods, and legal or governmental obstacles to the performance of the work,
- Specific technical requirements for transport vehicles and special load securing equipment to be provided by the Contractor.

2.2. In the case of dangerous goods, the Customer must inform the Contractor in writing in good time of the quantity, the exact nature of the hazard and - if necessary - the measures to be taken. In the case of dangerous goods within the meaning of the law on the transport of dangerous goods or other goods the transport or storage of which is subject to special dangerous goods or waste regulations, the Customer must provide the information necessary for the proper performance of the work in question, in particular the classification in accordance with the relevant dangerous goods legislation, and submit the necessary documentation at the latest when the goods are delivered.

2.3. In the case of valuable goods or goods at risk of theft, the Customer must inform the Contractor in writing at the time of ordering about the type and value of the goods and the risk involved so that the Contractor can decide whether to accept the order or take appropriate measures to ensure that the work is carried out safely and without damage. If the Contractor accepts the work in question, it shall be obliged to take appropriate safety measures to protect the goods.

2.4. The Customer shall provide the Contractor with all documents and other records and information (e.g. tariff classification) necessary for the appropriate customs or other legally prescribed processing of the goods, in particular, including, for example, security checks for air cargo shipments.

2.5. The said transportation work shall be awarded after the transportation order has been sent to the Contractor. If the order is not canceled within [...] hours, the order is deemed accepted by the Contractor. The cancellation must be made within [...] hours.

3. Contractor's rights and obligations

3.1 The Contractor must protect the interests of the Customer. It must check the work entrusted to it for obvious defects and must immediately inform the Customer of any circumstances known to it which may jeopardize the performance of the work. If necessary, it must follow the relevant instructions.

3.2. The Contractor shall ensure that the vehicles used for transportation, the load securing equipment and, if it is agreed to provide loading equipment, the loading equipment, are in perfect technical condition and comply with the legal regulations and the requirements for the goods specified in the transportation contract. Vehicles and loading equipment shall be equipped with the usual devices, equipment or procedures to protect the goods against potential hazards, in particular load securing equipment. Vehicles should be low emission, low noise and energy efficient.

3.3. The Contractor shall employ reliable, professionally trained, suitably and appropriately employed personnel suitable and appropriate to the activity and, if required, drivers with driving licenses.

3.4. The Contractor shall comply with all house, company or construction site rules applicable on the premises of third parties and communicated to it. Section 419 of the German Commercial Code shall remain unaffected.

3.5. The Contractor is authorized to perform customs clearance subject to the issuance of a written power of attorney authorizing it to act as a direct representative.

3.6. If the Contractor is entrusted with the cross-border transportation of goods or with

import or export operations, such transportation shall, in case of doubt, include customs or other legally prescribed processing of the goods. This shall apply where the shipment of the cross-border transport to the destination cannot take place without such procedures being carried out.

At this point, Contractor:

- if necessary for the purpose of carrying out a legally prescribed inspection, may unpack (e.g. the contractor as a regulated agent) and then take all necessary measures for the fulfillment of the transport, such as repackaging the goods.
- is authorized to pay the fees set by the customs authorities

3.7. In the event of damage to the goods or delays, the Contractor shall, at the request of the Customer or consignee, immediately provide the Customer with any and all information known to it that is necessary to secure damage claims.

3.8. In the absence of an express agreement, the work assigned to the contractor does not include the provision and replacement of pallets or other loading equipment.

3.9. If, unlike the Order, the Customer delivers one or more additional packages for transportation and the Contractor accepts this or these packages for transportation, the Contractor and the Customer shall conclude a new transportation contract for these goods. In the absence of different agreements, the provisions of the original transportation contract shall apply to returns or concealed additional shipments. Article 4.2 shall remain unaffected.

3.10. Quality management measures and their compliance (audits) and other performance and information obligations, such as monitoring and evaluation systems and key performance indicators, require explicit agreement.

3.11. The Contractor is obliged to ensure that it has the necessary permits (permit, EU third country license, CEMT permit, Swiss license, valid ATP certificate, ADR certificate or ADR card and customs bond approval) for the transport by the vehicle used for this purpose in accordance with Sections 3 and 6 of the Road Transport Act and that the drivers carry the relevant permit required for the transport for the respective vehicle used. The Contractor must, upon request, provide us with proof of these authorizations by submitting a copy of the permit. If the Contractor breaches these obligations, it shall be obliged to indemnify us against third party claims in this respect and to compensate us for any resulting damages.

3.12. In case of violations of the Road Transport Act by the Contractor or its subcontractors, the Customer shall be indemnified against any and all third party claims/complaints. The Contractor is responsible for safe loading and unloading for transportation and operation. Goods must be protected from moisture and frost. Lashing equipment, partition walls, etc. must be provided in sufficient quantity by the carrier.

When transporting fresh food, dry food or dangerous goods, the relevant legal and hygiene regulations must be observed. On the road, any delays or other disruptions in the transportation process must be reported immediately by telephone.

3.13. The Contractor is not allowed to accept orders from the Customer's customers directly or through third parties or to transfer them to third parties. In the event of non-compliance, the Customer may claim compensation for orders accepted directly or through third parties. The Customer also reserves the right to claim other damages.

3.14 In the event that the Contractor refuses transport jobs received and accepted from the Customer less than 12 hours before the transport, the Customer reserves the right to claim from the Contractor the additional costs of organizing a vehicle for it.

4. Contact persons, electronic communications and documents

4.1. At the request of one of the contracting parties, each contracting party shall designate one or more contact persons and provide the other party with the names and contact addresses for the receipt of information, statements and questions relating to the execution of the contract. This information shall be updated in case of changes. If a party does not designate a contact person, the person who signs the transportation contract on behalf of the party shall be considered the contact person. Information obligations that go beyond the law (for example, in particular with regard to measures to be taken by the contractor in the event of a possible delay in acceptance or delivery, obstacles in transportation or delivery, damage to the goods or other disruptions (the concept of emergency)) require an express agreement between the Parties hereto.

4.2. In the absence of an express agreement, contractual statements by warehouse and vehicle personnel require the approval of the relevant contracting party to be valid.

4.3. The Customer must ensure that the carrier or consignee makes the necessary declarations and takes the actual actions, such as delivery or acceptance of the goods, to fulfill the transportation contract on behalf of the Customer at the point of loading or unloading.

4.4. The Parties shall use only the platform www.yolda.com provided by the Customer for communication or communicate via e-mail. The transmitting party assumes the risk of loss, completeness and accuracy of the transmitted data. The e-mail address to which the digital copies of the shipping documents are sent is finanzen@yolda.com. The Supplier acknowledges and agrees that if they are sent to other addresses, they shall not be deemed to have been duly sent and Yolda GmbH shall not be liable in the event of a payment default arising therefrom.

4.5. In the case of an agreement pursuant to section 4.4, the parties shall ensure that their respective IT systems are operational and that the usual security and control measures are in place to protect electronic data exchange from access by third parties and to prevent alteration, loss or destruction of electronically transmitted data. Each party is obliged to notify the other party in a timely manner of changes to its IT system that may affect the electronic exchange of data.

4.6. Electronically or digitally generated documents, in particular delivery documents, are equivalent to their written counterparts. In addition, each party is authorized to archive written documents only electronically or digitally and to destroy the originals in accordance with legal provisions.

5. Packaging and labeling obligations

5.1. The goods must be packed by the customer and, where necessary, clearly and durably labeled with signs indicating that they have been used in accordance with the order. Old labels must be removed or made unrecognizable. The same applies to parcels.

5.2. The Customer is also obliged to ensure that:

- the parcels of a shipment are assembled together and marked in a recognizable way; and
- parcels should - if necessary - be arranged in such a way that access to their contents is not possible without leaving visible traces from the outside.

6. Loading safety and control obligations

6.1. If loading or unloading takes place at more than one loading or unloading point, the contractor shall ensure load securing upon completion of the safe loading of the goods for transportation.

6.2. The Contractor is obliged to carry out checks at each stage. It must check the completeness and correctness of the

goods, externally noticeable damage and the integrity of labels, seals and covers and record any irregularities.

7. Receipt, delivery note, pallet exchange documents

7.1. The Contractor shall provide a certificate of receipt of the goods, with reservations if necessary.

When in doubt, the Contractor shall only confirm the number and type of packages with the acceptance receipt, but not their contents, value, weight or otherwise indicated quantity.

7.2. In the case of pre-loaded or closed loading units, such as containers or swap bodies, and in the case of data provided in advance by the customer, the accuracy of an acceptance receipt as to the number and type of packages loaded shall be deemed to be denied if the contractor notifies the customer of (quantity) discrepancies and damage immediately after unloading the loading unit.

7.3. As proof of delivery, the contractor must request from the consignee a receipt of delivery of the goods for the packages specified in the order or other accompanying documents. If the consignee refuses to provide a receipt for receipt of the goods, the contractor must consult the customer.

Within one year from the delivery of the goods, the customer may request the delivery of a receipt for the delivery of the goods. Rejection of acceptance and receipts of receipt of the goods by the consignee must be sent within three days by e-mail or via the platform provided by the customer.

7.4. Such documents mean all signed documents evidencing fulfillment of the order, such as receipts for receipt of goods, contractor acceptance notes, freight and sea waybills, bills of lading or carrier's receipt.

7.5. Unless the Customer requests the issuance of a bill of lading, sea waybill, delivery note or carrier's receipt, the receipt indicating acceptance / receipt of the goods may also be issued electronically or digitally.

7.6. Digital copies of waybills and pallet exchange documents must be uploaded to the Yolda.com platform or sent to the e-mail address finanzen@yolda.com within 5 business days after delivery. For shipments made with coupon-based pallet exchange systems, the originals of the coupons must also be sent by courier to the business address of Yolda GmbH (Körnerstraße 34, 22301 Hamburg) within 45 days. If, after the expiry of the deadline, it is found that incomplete pallet exchanges have been made or that the originals of the documents have not been sent to Yolda GmbH, the exporting supplier will be charged € 12.00 per Euro pallet, € 10.00 per Düsseldorf pallet, € 95.00 per pallet cage and/or will not be deducted from freight receivables. Yolda GmbH reserves the right not to pay the freight if all documents for transportation are not completed within the specified deadlines.

8. Instructions

The Contractor is obliged to comply with any instructions given to it concerning the goods after the conclusion of the contract, unless the fulfillment of the instructions causes disadvantages for the operation of its company or threatens damage to customers or recipients of other consignments. If the Contractor intends not to comply with an instruction given to it, it must immediately inform the person who gave the instruction to it.

9. Freight Payment, Payment against Goods

The Customer's notification that the shipment will be sent freight collect or will be carried out for the account of the consignee or a third party, e.g. in accordance with Incoterms, shall not affect the Customer's obligation to the Contractor to cover wages and other costs (freight, customs duties and other charges). This applies, for example, in accordance with Article 422 of the German Commercial Code and the CMR (International

Convention on the International Carriage of Goods by Road). Article 21 shall be without prejudice to orders for payment against goods.

10. Failure to comply with loading and unloading times, demurrage fee

10.1. If the Customer is required to load or unload the goods, it is obliged to comply with the agreed loading or unloading time or (if not agreed) a reasonable loading or unloading time. If a truck or the loading space provided by the customer cannot be provided, a new vehicle will be organized. Any additional costs incurred shall be borne by the contractor.

10.2. In road freight transport, if a time or time interval for the provision of a vehicle has been agreed or notified by the contractor without objection by the customer, consignor or consignee, the loading or unloading time for complete loads (but not for bulk goods), regardless of the number of consignments per loading or unloading point, for vehicles with a gross vehicle weight of 40 tons is a maximum of 2 hours. For vehicles with a lower gross vehicle weight, these times are reduced accordingly on a case-by-case basis.

10.3. The loading or unloading period begins with the arrival of the road vehicle at the loading or unloading point (e.g. notification of the security guard) and ends with the full fulfillment of the obligations of the customer or consignee.

If a specific time for performance is agreed for the provision of road transport at the point of loading or unloading, the time for loading or unloading shall not start before the time agreed for the performance of the work.

The Customer does not agree to pay demurrage charges other than the demurrage charges approved by the Customer after written notification.

10.4. The above provisions shall apply if the Contractor is obliged to load or unload the goods and the Customer is only obliged to make the goods available for loading or accept them after unloading.

11. Obstacles to the performance of the work, force majeure

11.1. If the Contractor is in any way unable to take delivery of the goods or fails to take delivery on time, it must immediately inform the Customer or the carrier and act in accordance with the instructions received. Section 419 of the German Commercial Code shall apply in this respect. The Customer shall remain entitled to terminate the transportation contract without the Contractor having the right to make a claim pursuant to Section 415(2) of the German Commercial Code.

11.2. Impediments to performance that are not attributable to the risk area of one of the contracting parties release the contracting parties from their performance obligations to the extent of the duration and impact of the disruption.

Such impediments to performance include force majeure, civil disturbances, acts of war or terrorism, strikes and lockouts, blockage of transportation routes and other unforeseeable, unavoidable and serious events.

In the event of impediment to performance, each party to the contract is obliged to inform the other party immediately, and the contractor is obliged to take instructions from the Customer in the event of such a situation.

12. Delivery

12.1. If, after arrival at the unloading point, it becomes clear that the unloading cannot be carried out within the unloading period, the contractor must immediately inform the customer and act in accordance with the

instructions given to it. Section 419 of the German Commercial Code shall apply here.

12.2. If the Contractor is unable to comply with the agreed period of performance or - in the absence of an agreement - with a reasonable time for delivery of the goods, it must seek instructions from its Customer or the consignee as to what it must do.

12.3. If the consignee cannot be found in its own home, place of business or in a common facility where the consignee resides, the goods may be delivered, unless there are clear doubts as to its right to receive the goods, to:

- an adult family member present in the household, a person employed by the family or an adult housemate with whom the consignee lives,
- a person who is present at the workplace and employed there,
- in the case of a shared facility, to the facility manager or an authorized representative.

12.4. If the Contractor has made an agreement with the customer or consignee that delivery will take place without physical delivery to the consignee (e.g. overnight, garage or conveyor belt delivery), delivery shall take place with the actual presence of the goods at the agreed location.

12.5. Delivery of the goods may only take place under the supervision of the customer, the consignee or a third party authorized to take delivery of the goods. Articles 12.3 and 12.4 remain unaffected.

13. Contractor's obligation to provide information and evidence

13.1. The Contractor is obliged to provide the Customer with the necessary information, to inform the Customer about the status of the transaction upon request and to provide explanations after the execution of the transaction; however, it is only obliged to

explain the costs if it is acting on behalf of the Customer.

13.2. The Contractor is obliged to hand over to the Customer all things received for the execution of the work and obtained from the management.

14. Fee

The agreed price covers all services to be provided under the transport contract, including transportation, storage, securing the cargo, checking the quantity of goods accepted and the obligation to replace equivalent loading aids (e.g. pallets) at the loading point, as well as possible return costs of the loading aids. Additional claims for costs that arise in the ordinary course of transportation or storage and were foreseeable at the time the offer was submitted cannot be asserted separately, unless otherwise agreed. Calculation errors shall be borne by the person performing the calculation. Sections 412, 418, 419, 491, 492, 588 to 595 of the German Commercial Code and similar regulations arising from international agreements shall remain unaffected.

Payment will only be made after the loading equipment has been completely replaced or any differences have been rectified.

15. Claims for costs and compensation

15.1. The Contractor shall be entitled to reimbursement for such expenses as it may deem necessary and for which it is not responsible, in particular payments under the average procedure, detention or demurrage costs, repackaging to protect the goods, etc.

15.2. If the Customer entrusts the Contractor with the receipt of the goods and after delivery to the Contractor freight, cash on delivery payments, customs duties, taxes, charges or other costs are claimed, the Contractor shall be entitled to pay them - to the extent it deems necessary under the circumstances - and to claim reimbursement from the Customer, unless otherwise agreed. However, the Contractor shall not be obliged to make such payments.

15.3 The Customer shall, upon request, exempt the Contractor from charges such as freight payments, payments under the average procedure, customs duties, taxes, charges and other taxes imposed on the Contractor, in particular as the person authorized to dispose of the goods or as the owner of third party goods if the Contractor is not responsible for them.

16. Invoices, foreign currencies

16.1. The Contractor's claims for remuneration require receipt of an invoice or payment schedule that fulfills the legal requirements. In the absence of an agreement to the contrary, the due date for final delivery does not require the submission of a delivery document.

16.2. The Contractor is authorized, at its discretion, to request payment from foreign customers or consignees in their national currencies or in euros.

16.3. If the Contractor owes or uses foreign currency, it shall be entitled to demand payment either in foreign currency or in Euro. If it requests payment in Euros, the conversion shall be made at the exchange rate officially established on the day of the Contractor's payment, which the Contractor must prove.

16.4. It must be expressly agreed by the parties that payment shall be made using the invoice crediting procedure. In case of doubt, the customer must issue credit notes immediately after the performance of the service. Article 17.1 Sentence 1 shall not apply to the invoice crediting procedure.

17. Offset, withholding

Set-off or retention against claims arising from the transportation contract and related non-contractual claims is only permitted if the counterclaim is due, undisputed, ready for adjudication or legally established.

18. Pledge and right of retention

18.1. The Contractor may exercise its legal rights of pledge and retention to secure its

receivables arising from contractual transportation services.

18.2. The pledge is carried out in accordance with the legal provisions with the following conditions:

- In the event that the carrier or shipper exercises the legal right of pledge, the declaration that the pledge will be subject to sale and the necessary notifications must be made to the consignee,
- The one-month period stipulated in Article 1234 of the Civil Code is replaced by a one-week period.

18.3. The Customer shall have the right to prohibit the enforcement of the pledge if it has provided the Contractor with an equivalent security instrument (e.g. directly enforceable bank guarantee) in respect of its claims.

19. Insurance of Goods

19.1 The Contractor shall insure the goods with an insurer of its choice (e.g. transportation or storage insurance) if instructed by the Customer before the goods are delivered.

19.2. The Contractor shall take out insurance for the goods if it is in the interest of the Customer. The Contractor may undertake this in particular in the following cases:

- if the contractor has taken out insurance for a previous transportation contract as part of an ongoing business relationship,
- if the customer has specified "the value of the goods for the insurance of the goods" when awarding the work

19.3. The presumption of interest in obtaining insurance cover pursuant to Article 19.2 shall not apply in particular if:

- the customer refuses insurance coverage,

- the customer is a contractor, carrier or warehouse operator.

19.4. When taking out insurance policy, the Contractor shall follow the Customer's instructions, in particular with regard to the amount of insurance and the risks to be covered. If it does not receive any instructions, the Contractor must decide on the type and scope of insurance at its own discretion and take out the insurance policy on standard market conditions.

19.5. If the Contractor is unable to provide insurance cover due to the nature of the goods to be insured or for any other reason, it must notify the Customer immediately.

19.6. The contractor is obliged to take out and maintain liability insurance for the vehicle used for transportation in accordance with Article 7a of the Road Transport Act. In addition, the contractor is obliged to take out and maintain transport liability insurance for national and cross-border transport with a minimum sum insured of EUR 600,000 per claim. The insurance under all these policies is subject to Article 435 of the Commercial Code and CMR (International Convention on the International Carriage of Goods by Road). It must also provide cover for liability arising from negligence within the meaning of Article 29. Upon request, the Contractor shall provide us with evidence of the existence of these insurances by obtaining confirmation from the insurance company with which the Contractor has taken out such insurances in addition to a certified copy of the insurance policy.

20. Contractor's liability, assignment of claims for compensation

20.1. The Contractor shall be liable for damages in accordance with the statutory provisions. However, unless otherwise provided by mandatory statutory provisions or statutory provisions set out in the General Terms and Conditions, the following provisions shall apply:

20.2. In all cases where the Contractor is liable for loss of or damage to the goods (goods damage) in accordance with Articles 21.3 and 22 due to fault, the Contractor shall pay compensation for value and costs in accordance with Articles 429, 430, 432 of the German Commercial Code instead of compensation for damage.

20.3. If there are claims for damages against a third party for damage for which the Contractor is not responsible or if the Contractor has claims for damages against a third party in excess of its own liability, the Contractor must assign these claims to the Customer at the Customer's request, unless the Contractor assumes the pursuit of claims for the Customer's account and risk on the basis of a special agreement. Sections 437 and 509 of the German Commercial Code remain unaffected.

21. Limitations of liability

21.1. The liability of the Contractor for damage to goods under its responsibility pursuant to Article 431 (1), (2) and (4) of the German Commercial Code, excluding damage caused by sea transportation and storage required by it in accordance with the order, is limited as follows:

- 8.33 special drawing rights for each kilogram. This is limited as follows if the contractor:
 - is a carrier within the meaning of Article 407 of the Commercial Code;
 - is a free-entry, fixed-cost or groupage contractor within the meaning of Articles 458 to 460 of the Commercial Code

or

- is an escrow contractor within the meaning of Article 461(1) of the Commercial Code;
- If the Customer has concluded a transport contract with the

Contractor for transport by various means of transport, including transport by sea, and the location of the damage incurred is unknown, it is limited to 2 instead of 8.33 special drawing rights per kilogram.

If the place of damage is known, liability shall be determined in accordance with Section 452a of the German Commercial Code, taking into account the exclusions and limitations of liability in the Standard Terms and Conditions of German Freight Forwarders.

- If the Contractor's liability under clause 22.1.1 exceeds EUR 1.25 million per damage, the Contractor's liability shall also be limited to a maximum of EUR 1.25 million per damage or 2 special drawing rights per kilogram, whichever is higher.

21.2. The Contractor's liability for damage to goods under its responsibility shall be limited to the maximum amount of liability prescribed by law for such transportation in the case of a contract for transportation by sea and cross-border transportation. Clause 24 shall remain unaffected.

21.3. In den von Ziffern 21.1 und 21.2 nicht erfassten Fällen (wie § 461 Abs. 2 HGB, §§ 280 ff BGB) ist die Haftung des Auftragnehmers für Güterschäden entsprechend § 431 Abs. 1, 2 und 4 HGB der Höhe nach begrenzt. In cases not covered by Articles 21.1 and 21.2 (e.g. § 461 (2) German Commercial Code, § 280 et seq. German Civil Code), the liability of the Contractor for damage to the goods shall be limited in accordance with Sections 431 (1), (2) and (4) of the German Commercial Code (HGB) as follows:

- in the case of a transport contract for transport by sea or transport by different means of transport including transport by sea, 2 special drawing rights per kilogram,

- special drawing rights of 8.33 per kilogram for all other transport contracts.
- Furthermore, the contractor's liability is limited to a maximum of €1.25 million for each damage.

21.4. The Contractor's liability for damage other than to goods, excluding damage caused by storage, personal injury and material damage to third party property, is limited to three times the amount payable in the event of loss of goods in accordance with section 22.3.1 or 22.3.2. In addition, the contractor's liability is limited to a maximum of EUR 125,000 for each damage.

- Sections 413 (2), 418 (6), 422 (3), 431 (3), 433, 445 (3), 446 (2), 487 (2), 491 (5), 520 (2), 521 (4), 523 of the German Commercial Code and the relevant liability provisions in international agreements that cannot be excluded by means of pre-formulated contractual provisions remain unaffected.
- Article 22.4 shall not apply to legal provisions extending or permitting the extension of the Contractor's liability, such as Article 25 of the Montreal Convention, Article 5 of the CIM or Article 20 of the CMNI.

21.5 If the Contractor's liability under Articles 21.1, 21.3 and 21.4 exceeds EUR 2.5 million for each loss event, the Contractor's liability shall be limited to a maximum of EUR 2.5 million per loss event or 2 special drawing rights per kilogram of lost and damaged goods, whichever is higher, regardless of the number of claims arising from a loss event; if there is more than one injured party, the Contractor shall be liable in proportion to their claims.

22. Limitations of liability for storage, stocks and value declarations made in accordance with the instruction

22.1. The Contractor's liability for damage to the goods shall be limited in terms of

quantity in the case of storage on instruction as follows:

- It shall be limited to a special drawing right of 8.33 per kilogram in accordance with Article 431 (1), (2) and (4) of the Commercial Code;
- It will be limited to a maximum of EUR 35,000 per claim.
- If the damage suffered by a Customer is caused by the difference between the targeted and actual inventory levels, the Contractor's liability shall be limited to EUR 70,000 per year, notwithstanding Section 23.1.2, regardless of the number and form of inventories performed and the number of damage events causing the inventory difference.

22.2. Against payment of a surcharge to be agreed upon prior to storage, the Customer may specify in text form a value for increasing the liability in excess of the maximum amounts specified in Section 23.1. In this case, the specified value shall replace such maximum amount.

22.3. The Contractor's liability for damage other than to goods, excluding personal injury and damage to third party property, is limited to EUR 35,000 per damage in the case of storage on instruction.

22.4. The Contractor's liability shall be limited in each case to EUR 2.5 million per damage incident, regardless of the number of claims from one damage incident, except for personal injury and damage to third party property, in the case of storage performed on instruction; in the event of multiple injured parties, the Contractor shall be liable in proportion to their claims.

23. Exemption from liability in maritime and inland maritime transport

23.1. Pursuant to Article 512(2)(1) of the Commercial Code, it is agreed that the Shipper, acting as the carrier, shall not be liable for any fault of its personnel and the crew of the ship if the damage is caused by

conduct in the management or other operations of the ship, but not primarily by the application of measures taken for the benefit of the cargo, or in the event of fire or explosion on board the ship.

23.2. In accordance with Article 25, paragraph 2 of the CMNI, the carrier or the contractor acting as the actual carrier is deemed not to be liable for the following damages:

- Damage caused by an act or omission of the master, harbor pilot or other lawful person in the service of the ship or of a pusher or tug during the control of navigation or the formation or disbandment of a push or tow convoy. This is the case provided that the Contractor has fulfilled its obligations under Article 3 paragraph 3 of CMNI in respect of the crew, unless the act or omission was committed with intent to cause damage or recklessly and with knowledge that such damage may occur;
- Damage caused by fire or explosion on board the ship, without proof that the fire or explosion was caused by the fault of the contractor, the performing carrier or their servants or agents, or by a defect in the ship;
- Damage arising from defects in a ship which it owns or in a ship which it hired or chartered out, which existed before the commencement of the voyage. This is the case if it is proved that, despite due diligence, the defects could not have been recognized before the start of the voyage.

23.3. Article 20.4 is not affected.

24. Non-contractual claims

The above exclusions and limitations of liability shall also apply to non-contractual claims pursuant to Sections 434 and 436 of the German Commercial Code. Article 21.4. shall apply accordingly.

25. Qualified fault

25.1. The exclusions and limitations of liability set out in Articles 20.2, 20.3, 21.3 and 21.4 and in conjunction with Articles 21.5, 22 and 24 shall not apply if the damage is caused with:

- Willful intent or gross negligence of the Contractor or its agents or
- Breach of material contractual obligations; in such cases, claims for damages are limited to foreseeable, typical harm.

25.2. Notwithstanding Article 25.1.2, the limitations of liability in Articles 22.1 and 22.2 shall only apply in the event of gross negligence or willful breach of material contractual obligations.

25.3 Sections 435 and 507 of the German Commercial Code shall remain unaffected in their scope of application.

25.4. Article 25.1 shall not apply to legal provisions such as Article 25 of the Montreal Convention, Article 36 of the CIM or Articles 20, 21 of the CMNI which allow the Contractor's liability to be extended or fault to be attributed to persons or other third parties.

26. Contractor's liability insurance

26.1. The Contractor is obliged to take out and maintain liability insurance with an insurer of its choice at standard market conditions, covering its liability under the contract of carriage at least to the extent of the standard liability amounts in accordance with the Standard Terms and Conditions of German Freight Forwarders and the law. A maximum indemnity payment agreement for each damage or loss event or on an annual basis is permitted, as is an appropriate deductible agreement for the Contractor.

26.2. The Contractor shall, upon request, provide the Customer with evidence of the existence of valid liability insurance coverage by providing an insurance confirmation. If he fails to provide this proof

within a reasonable time, the customer may terminate the transportation contract with cause.

26.3. The Contractor may invoke these liability provisions against the Customer only if it had adequate insurance coverage when the order was placed.

27. Customer's responsibility

27.1. The Customer's liability under Sections 414, 455, 468 and 488 of the German Commercial Code is limited to EUR 200,000 for each damage event.

27.2. The above limitation of liability shall not apply to personal injury, i.e. injury to life, limb or health, or if the damage is caused by the willful or gross negligence of the customer or its representatives or by breach of material contractual obligations, in which case claims for compensation shall be limited to foreseeable, typical damage.

28. Applicable law, place of performance, place of jurisdiction

28.1. German law shall apply to the legal relationship between the Contractor and the Customer.

28.1. The place of performance for all parties concerned is the location of the Contractor's branch to which the work or request is directed.

28.3. The place of jurisdiction for all legal disputes arising out of or in connection with the contract of transportation, its initiation or in connection therewith shall be Hamburg for all parties concerned insofar as they are merchants. In the case of CMR Article 31 and CIM Article 46(1), the above agreement on jurisdiction shall apply as an additional agreement on jurisdiction; it shall not apply in the case of CMR Article 39, Montreal Convention 33, WA Article 28.

29. Confidentiality

The parties are obliged to treat all non-public information known to them during the execution of the transportation contract as confidential. The information may only be

used for the purpose of providing the service. The Parties must ensure that other legal persons with whom they act to fulfill their contractual obligations also comply with these confidentiality obligations.

30. Compliance

30.1. The Contractor undertakes to comply with the minimum wage regulations and the regulations on minimum conditions at the workplace and confirms this in writing upon request of the Customer. If the Contractor or a subcontractor or subcontractor working under a transportation contract with the Customer fails to pay the statutory minimum wage to its employees and a claim is made against the Customer, the Contractor shall indemnify the Customer against the minimum wage obligation.

30.2. In the case of transportation, the contractor shall ensure that it or the contractor performing the transportation:

- ensure that it holds a permit pursuant to Section 3 of the Road Transport Act or an authorization pursuant to Section 6 of the Road Transport Act or a Community license within the scope of application of the Road Transport Act, or that it is not using such a permit, authorization or license improperly,
- For transport within the scope of application of the Road Transport Act, the driver must ensure that he or she uses personnel who fulfill the requirements of Section 7b (1) sentence 1 of the Road Transport Act,
- To the extent required to fulfill statutory inspection obligations of the Customer or third parties, it must ensure that it presents all documents required to be carried during transportation upon request.

30.3. The Contractor or the company carrying out the transportation is obliged to organize the work of the driver's personnel in such a way that the prescribed working,

driving and rest periods are observed. The use of alcohol and drugs while driving is generally prohibited.

30.4. Both parties undertake to comply with the legal regulations applicable to their respective companies. The parties support and respect the principles of the Global Compact ("UNGC"), the United Nations Universal Declaration of Human Rights and the International Labor Organization's 1998 Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and practices. In particular, both parties shall, in their respective companies

- not use child labor or forced labor,
- comply with relevant national laws and regulations regarding working hours, wages and salaries and other employer obligations,
- comply with applicable labor and health regulations and provide a safe and healthy working environment to protect the health of employees and prevent accidents, injuries and work-related diseases,
- refrain from any discrimination based on race, religion, disability, age, sexual orientation or gender,
- comply with international anti-corruption standards set out in the Global Compact and local anti-corruption and anti-bribery laws,
- comply with all applicable environmental laws and regulations,
- require its business partners and subcontractors to base their actions on the principles set out above.