

General Terms and Conditions of Contract

1. **Statutory basis:** This Transport Contract shall be subject to Swiss law. The General Terms and Conditions of SPEDLOGSWISS – the association of Swiss freight forwarding and logistics companies – (GC SPEDLOGSWISS) shall constitute an integral part of this Contract. Any differing General Conditions of the transport contractor (TC) shall be invalid within the framework of this Contract.
2. **AEO and supply chain security:** We hereby declare, if we are not holder of an AEO authorization, that
 - goods which are either produced, stored, transported, handled, delivered to us (AEO) or accepted by us (AEO) under this mandate
 - are produced, stored, handled or processed, transhipped and loaded at secure premises and at secure transshipment points and
 - are protected from unauthorized access during production, storage, handling or processing, loading, transshipment and transport
 - the personnel employed for the above-mentioned activities (production, storage, loading, transport, handling and take over of such goods) are reliable and aware and comply with the security requirements
 - business partners acting on our behalf have been informed that they must also take measures to secure the above supply chain and have instructed their staff to comply with these measures

As the holder of an AEO authorisation, we inform about this without separate request. Further information under:
<https://www.ezv.admin.ch/ezv/en/home/information-companies/declaring-goods/authorised-economic-operator-aeo.html>
3. **Liability:** The TC shall bear liable in accordance with the provisions of the Swiss Code of Obligations, unless otherwise provided for under mandatory applicable international conventions.
4. **Insurance:** The TC shall ensure the conclusion of liability insurance for damage to goods for the respective maximum limit of liability. The TC shall also be obliged to conclude employers' and environmental liability insurance with inclusive cover of CHF 2.5 million each and every claim for material damage and bodily harm and CHF 100,000 for financial loss, and automotive third party insurance with cover of CHF 50 million per vehicle for material damage and bodily harm.
5. **Anti-terrorism:** The TC shall ensure continuous monitoring of, compliance with and implementation of applicable domestic and international anti-terrorism and embargo stipulations, particularly those of Switzerland, e.g. the Embargo Act and corresponding EU regulations, e.g. Council Regulation (EC) No. 2580/2001 or Council Regulation (EC) No 881/2001; and of the United States, e.g. the DPL (Denied Person List) or SDN (Specially Designated Nationals) List. The TC shall indemnify SCHENKER Switzerland in full and irrevocably against any direct or indirect claims by third parties arising from non- or insufficient fulfillment by the TC of statutory measures to be implemented to combat terrorism. Should a service by the TC under this Contract infringe the aforesaid law or should such an infringement become apparent, SCHENKER Switzerland shall be entitled to cancel the Contract without giving rise to any liability claims by the TC. As soon as such an infringement has been committed or becomes apparent, the TC shall be obliged to cease performance of the service without delay and seek instructions from SCHENKER Switzerland about how the goods in question are to be handled. The TC shall bear sole responsibility for all the costs arising from the cessation of performance of the service and following the instruction, without giving rise to liability claims by the TC.
6. **Compliance:**
 - 1 CONTRACTOR represents and warrants that it will perform and will ensure that any affiliate of the CONTRACTOR and any other third party performing for the CONTRACTOR hereunder (hereinafter collectively referred to as "**Representatives**") will perform, the duties and obligations under this Agreement in compliance with all applicable laws, rules and regulations, including, but not limited to applicable anti-corruption laws. The CONTRACTOR also represents and warrants that it will comply with, and will ensure that its Representatives will comply with, the DB Code of Conduct for BPs (<https://www.dbschenker.com/ch-en/compliance>) and the Standards of Business Conduct (<https://www.dbschenker.com/ch-en/compliance>) when performing the duties and obligations under this Agreement. This requirement may be fulfilled by CONTRACTOR by ensuring adherence to own and at least equivalent policies or processes.
 - 2 A breach of criminal laws (e.g. anti-corruption laws) by CONTRACTOR (including its Representatives) in connection with the performance of its duties and obligations under this Agreement or an investigation of CONTRACTOR by governmental authorities in relation thereto shall always be deemed a material breach for purposes of this Section 6. In the event that SCHENKER has reason to believe that a material breach of a representation and warranty has occurred, CONTRACTOR shall cooperate fully and in good faith with SCHENKER in order to determine whether a material breach has occurred.
 - 3 CONTRACTOR further represents and warrants that:
 - 3.1 it agrees that the export, import and re-export of goods may be subject to certain trade laws and regulations validly enacted by a competent authority, which may include, inter alia, European Union and United States export laws and regulations ("Trade Regulations").
 - 3.2 it warrants and represents that, in the fulfilment of its obligations under the Agreement, it shall comply with all applicable Trade Regulations, which may include, but are not limited to sanctions requirements and restricted party screening in export, customs, import and in-country activities.
 - 3.3 it further warrants and represents that neither itself nor its affiliated companies, shareholders or directors have been previously, or are currently, listed on any applicable sanctions or denied parties list ("restricted party"), which may include, inter alia, EU and U.S. lists. Vendor further warrants and represents that it is currently not owned by 50% or more, individually or in the aggregate, by one or more restricted party(s).
 - 3.4 In its business and along its supply chain CONTRACTOR agrees to protect and apply human rights, social minimum standards and environmental standards stated in the legislation which is applicable in the country where SCHENKER, SCHENKER AG and/or CONTRACTOR are registered and/or where the SERVICES are provided, irrespective of whether such legislation is directly applicable to CONTRACTOR or not (e.g. Germany: Lieferkettensorgfaltspflichtengesetz, France: Loi relative au devoir de vigilance des sociétés mères et des entreprises donneuses d'ordre, Nederland: Child Labour Due Diligence Law, Great Britain: Modern Slavery Act).
 - 4 In the event that a breach of representations and warranties has occurred, CONTRACTOR shall - to the fullest extent legally permitted - indemnify, defend and hold harmless SCHENKER and its affiliates from and against any and all damages, claims, costs, liabilities, expenses or other losses resulting from or in connection with such breach. Further, in the event that a material breach of representations and warranties has occurred, SCHENKER shall have the right to terminate this Agreement by written notice (facsimile is sufficient) with immediate effect. Such termination will not affect or prejudice any right to damages or other right or remedy which SCHENKER may have pursuant to this Agreement or applicable laws. SCHENKER will be entitled to withhold any payments due or outstanding and may set-off such amounts against all damages, claims, costs, liabilities, expenses or other losses resulting from or in connection with such breach.
 - 5 CONTRACTOR shall not engage the services of third parties (including any subcontractors or agents) for the performance of its duties and obligations under this Agreement unless such third party (i) subjects itself to contractual compliance provisions that are in all material respects similar to those contained in this Section 6 and (ii) has been approved by SCHENKER in writing prior to engagement.
7. **Consultant Policy:** The contracting partner declares (if natural person) that:
 - I am not an active or former Board of Directors member or managing director of any DB Group company (German or foreign; regardless of how long ago this was),
 - I am not Group executive* at any DB Group company (German or foreign; regardless of how long ago this was), and
 - I am not a politically exposed person* (only applicable if exposure has taken place within last 2 years - expiration deadline).

If a legal person/company is to be a contracting partner, it declares that none of the persons named above holds more than 25 percent of capital shares or voting rights in the company, either directly or indirectly.

*Explanations:

 - In this context, executives are considered to be those operating at the top managerial tier of the DB Group.
 - A politically exposed person in this context means any person who holds or has held a high-ranking prominent public office at the international, European or national level. This includes, in particular,
 - a) heads of state, heads of government, ministers, members of the European Commission, deputy ministers and state secretaries,
 - b) members of parliament and members of comparable legislative bodies,
 - c) members of the leadership bodies of political parties,
 - d) members of the leadership bodies of audit courts,
 - e) members of administrative, leadership and supervisory bodies of state-owned companies in Germany or abroad.

8. **Permission/authorisation, undertaking:** The TC shall bear personal responsibility for proper compliance with requirements for working hours/rest periods (ARV) and highway traffic. SCHENKER Switzerland shall accept neither liability nor responsibility for infringements of these provisions by the TC. Each TC shall also be obliged to be able to produce a valid commercial goods license for vehicles over 3.5 t at any time. The TC shall ensure that all necessary permission, authorisations and approval are present at the time the transport is carried out. They are to be carried on every journey. The TC warrants that during the performance of the Client's contracts, the provisions of any national or international minimum wage regulations shall be observed. The TC further warrants that subcontractors and temporary employment agencies contracted by it shall also be obligated to the same extent. When requested, the TC shall prove its compliance with these assurances.
9. **Minimum wage legislation:** The TC undertakes to release SCHENKER Switzerland from all third party claims which arise from the performance of SCHENKER Switzerland's contracts by the TC, in particular those claims made by employees, any subcontractors or employees of subcontractors or an appointed temporary employment agency from or in relation to the provisions of any national or international minimum wage regulations according to Article 6. The obligation for indemnification shall expressly also apply to claims from social security agencies and tax authorities. SCHENKER Switzerland undertakes to immediately inform the TC if claims are made against it by employees, subcontractors or an appointed temporary employment agency in relation to the mentioned provisions, or if it discovers that such third party claims are going to be asserted, in particular by employees of subcontractors, an appointed temporary employment agency, social security agencies or tax authorities. Should SCHENKER Switzerland or any of its governing bodies or employees be fined or sentenced by law due to a negligent breach of regulations, from or in relation to minimum wage provisions according to Article 6, in conjunction with the performance of SCHENKER Switzerland's contracts by the TC, or should an instruction/obligation be imposed or forfeiture be ordered in accordance with applicable traffic law, the TC shall reimburse SCHENKER Switzerland or the charged person the full amount of the fine or a monetary penalty or an imposed/arranged forfeiture amount, insofar as this is not considered an obstruction of justice. The TC shall also reimburse the Client or person charged for any legal or actual costs incurred during the prosecution/defence concerning administrative offences and/or penal proceedings. The TC also undertakes to immediately inform SCHENKER Switzerland of any claims initiated against him for administrative offences and/or penal proceedings in relation to the provisions of minimum wage law according to Article 6, or of any knowledge of relevant investigations, including those into subcontractors or an appointed temporary employment agency. Any violation on the foregoing agreements will entitle SCHENKER Switzerland, notwithstanding further rights, to terminate the agreement without notice.
10. **Loading and unloading:** The TC affirms that freight space for the specified shipment(s) shall be available with the agreed vehicle/equipment at the agreed times. Should the agreed capacity not be provided in time, SCHENKER Switzerland reserves the right to execute the orders in question elsewhere. The TC shall bear any additional costs arising. In the absence of any stipulation to the contrary, the TC shall undertake to provide loading and unloading safe for operations and shipment, and a sufficient number of state-of-the-art cargo transport units and load-securing resources. The TC shall be liable for any fines attributable to a failure to comply with these stipulations. The TC shall indemnify SCHENKER Switzerland irrevocably against any claims by third parties arising from a failure to comply with applicable statutory obligations.
11. **Incidents during transport:** Any incidents whatsoever during transport which cause or could cause delay must be notified (by telephone) immediately. This shall expressly apply to accidents, damage to the goods or other obstacles to carriage or delivery. The TC shall be obliged to obtain instructions from SCHENKER immediately, in every case.
12. **Prohibition of transshipment:** Transshipment of some or all of the goods may only take place with the prior consent of SCHENKER Switzerland. Should SCHENKER Switzerland grant such consent, the TC must apply the necessary diligence. Passing on transport orders to third parties shall not be permitted without the appropriate written consent of SCHENKER Switzerland. A contractual penalty of CHF 500 shall be payable in the event of unauthorized forwarding to third parties. SCHENKER Switzerland expressly reserves the right to assert claims for a loss in excess of this amount.
13. **Dangerous goods:** In the case of shipment of dangerous goods, the TC shall be obliged to use only drivers instructed under 8.2.3 of the European Contract concerning the International Carriage of Dangerous Goods by Road (ADR) and who hold a valid ADR certificate, if necessary. The vehicles must be fitted for the carriage of dangerous goods, with orange marking in accordance with Article 5.3.2 ADR, fire extinguishers in accordance with Article 8.1.4 ADR, other protective equipment in accordance with Article 8.1.5 ADR and written instructions in accordance with Article 5.4.3 ADR.
14. **Load unit exchange:** Should load unit exchange be agreed, the TC shall arrange return to the nearest SCHENKER facility within ten days, at its own expense. Should return not take place within this period, SCHENKER Switzerland shall be entitled to invoice the load units. The amounts payable may be offset against payments due for shipments. Offsetting rates shall depend on the current market rate and can be obtained from the SCHENKER facility placing the order. The TC shall receive payment for exchanging and replacing the load units. Said payment shall constitute part of the payment for shipment and shall be settled thereby. In cases in which the consignee does not replace the load units, the TC shall be obliged to obtain confirmation on the shipping documents, even if "no exchange" was agreed.
15. **Delivery receipts:** Delivery receipts (including a copy of the transport order) must be returned within three days.
16. **Payment period:** Payment shall be made within 60 days of submission of all the delivery documents and proofs of delivery, provided that no damage has been notified.
17. **Confidentiality:** The TC undertakes to maintain the confidentiality of all the information of which it becomes aware during execution of the order and not to disclose it to third parties. A contractual penalty of CHF 3,000 shall be payable in each case of unauthorized forwarding to third parties. SCHENKER Switzerland expressly reserves the right to assert claims for a loss in excess of this amount. The confidentiality obligation shall also subsist if the contractual relationship is terminated. The TC expressly undertakes to place its agents under a corresponding obligation. The TC shall grant SCHENKER Switzerland clientèle protection.
18. **Cash on delivery/Tolls:** Cash on delivery, carriage forward, duty and import VAT entered on the delivery papers or elsewhere must be collected in cash from the consignee by the delivering driver. Should the TC infringe this stipulation and should collection of the amount not be possible, the TC shall be liable for the uncollected amount. Should collection be possible, the TC shall be liable for the additional costs incurred. The TC shall be liable to SCHENKER Switzerland for every loss incurred by the latter attributable to omissions by the TC in respect of charging and payment of tolls.
19. **Illegal Immigrants**
Throughout the entire duration of transport and secured effectively against unauthorized access. The driver must be familiar with the locking system and carry corresponding written instructions. Breaks must be taken on supervised, secure parking areas, if possible. Parking within a radius of 200 km of the French Channel ports or Eurotunnel is prohibited. The driver shall check all the locks and lead seals after every stop. Should any irregularities/interference be detected, the driver must inform the local police and SCHENKER Switzerland. Border Force Instructions, Civil penalty prevention of clandestine entrants: code of practice and vehicle security checklist, issued by the UK Home Office (Border Force), shall constitute an integral part of the order. The vehicle security checklist must be carried.
20. **Right of retention:** The TC shall not be entitled to exercise a right of retention of or other statutory right of lien to goods, replacements or other movables to which SCHENKER Switzerland or third parties have title, or to retain the items specified for other reasons.
21. **Assignment:** The TC shall not be entitled to assign or otherwise transfer rights and obligations under this transport order without the express prior written consent of SCHENKER Switzerland.
22. **Miscellaneous:** Should one or more of the foregoing provisions be ineffective and/or unworkable, the remaining content of this Transport Contract shall not be affected. Amendments and additions must be made in writing. This shall also apply to any waiver of the requirement for the written form. No subsidiary verbal agreements have been concluded.
23. **Court of jurisdiction:** The exclusive court of jurisdiction for any disputes arising out of and in connection with this Contract shall be Zürich, unless mandatory law stipulates another or additional court of jurisdiction.