

General Terms and Conditions

§ 1 Scope of application

(1) The services and offers of Schenker Deutschland AG (**hereinafter referred to as the Contractor**) shall be governed exclusively by these General Terms and Conditions. Accordingly, these shall also apply for all future business relationships, even if this is not expressly agreed anew for each business transaction.

(2) In the contractual relationship with the Client, the Contractor's General Terms and Conditions shall apply exclusively. The Client's General Terms and Conditions shall only apply insofar as they have been expressly accepted in writing by the Contractor.

§ 2 Conclusion of contract

(1) Offers by the Contractor contained in brochures, in advertisements, on websites, etc. – including with respect to price information – shall be non-binding and subject to confirmation.

(2) The services listed on the Contractor's web page do not constitute a binding offer for same. Rather, these should be seen as an invitation for the Client to place an order with the Contractor.

(3) Orders shall only be deemed accepted in the legally binding sense when they have been confirmed in writing by the Contractor.

§ 3 Object of performance

(1) The object of the Contractor's performance shall consist of the latter providing a consulting service, determining the Client's requirements as regards logistics, skilled trades and legal, organizational and other services in connection with removals, obtaining offers from the relevant service providers and arranging the signing of appropriate contracts. No legal services shall be provided by the Contractor directly.

(2) To this end, the Contractor shall set down in writing the information determined about the Client's individual situation and, based on this information, its needs planning and shall submit it to the Client. Following this, further measures shall be taken in consultation with the Client.

(3) The only services that the Contractor will be obliged to provide shall be consulting and determining needs; however, the Contractor shall not be responsible for the correct

implementation of services by third parties to meet the needs that it determined. The Client shall enter directly into contracts with third parties in order to implement these services.

§ 4 Client's duty of cooperation

The Client shall, even if not specifically requested to do so, provide the Contractor with all information necessary for performance and any documentation that may also be required; these shall be complete and made available in good time.

§ 5 Warranty for shortcomings

(1) The Contractor shall guarantee solely the correctness and completeness of the consulting services provided and the requirements determined in accordance with section 3(1) above.

(2) In the event that subsequent performance is required, the Contractor shall be entitled, at its own discretion, to rectify the shortcoming, provide performance anew or even to refuse subsequent performance if this is grossly disproportionate to the Client's interest in performance or is only possible with disproportionate costs.

(3) Except in the event of a final refusal of subsequent performance, the Client shall only have the right to reduce the price or withdraw from the contract after subsequent performance has failed. If the Client claims damages in lieu of performance, the subsequent performance shall only be deemed failed after the second unsuccessful attempt.

§ 6 Liability

(1) In the event of intent or gross negligence, the Contractor shall be liable in accordance with statutory regulations. Furthermore, the Contractor shall only be liable for culpable breaches of major contractual obligations, unless a guarantee for damage resulting from delay or consequential damage has been contractually accepted. However, the claim for damages owing to breaches of major contractual obligations shall be limited to foreseeable damages that are typical for the contract. This shall also apply in the event of minor negligence relating to breach of duty on the part of the Contractor's representatives or vicarious agents. Under no circumstances shall the Contractor be liable for lost profits.

(2) The provision in paragraph (1) above shall also apply in the case of claims for compensation in addition to and in lieu of performance, irrespective of legal grounds, in particular claims owing to shortcomings or claims arising from the breach of duties resulting from obligation or tort and shall also apply for claims for reimbursement of frustrated expenditure.

(3) When performance is delayed in the event of intent or gross negligence, the Contractor shall also be liable for representatives and vicarious agents in accordance with statutory regulations. In other cases of delayed performance, liability shall be limited to 50% of the price agreed on for the performance. If the failure to adhere to deadlines is attributable to *force majeure* or similar events (e.g. strikes or lockouts), the deadlines shall be extended accordingly.

(4) If performance is impossible, the Client shall be entitled to claim damages in accordance with statutory regulations. However, the Client's entitlement to damages – in addition to or in lieu of the performance – shall be limited to 50% of the price agreed for the part of the performance that cannot be rendered. Further claims shall be excluded unless the liability is based on intent or gross negligence. This shall not affect the Client's right of withdrawal.

(5) The Contractor shall not be obliged to exert discretion when obtaining offers from and evidence of companies that are to be commissioned in connection with the Client's removal. A contractual relationship shall only be entered into by the Clients and the third party. Accordingly, the Client shall not under any circumstances be liable in the event that the third-party performance is substandard or that the Client suffers damages through said third party.

§ 7 Period of limitation

(1) The period of limitation for claims and rights arising from shortcomings, irrespective of legal grounds, shall be one year, beginning with the conclusion of performance.

(2) The period of limitation as set out in paragraph (1) above shall also apply for other claims for damages, irrespective of legal grounds, even in the event that they are not in connection with substandard performance.

(3) The shortened limitation period as per paragraph (1) above shall not apply in the case of intent, fraudulent concealment of a material shortcoming or insofar as the Contractor has assumed a guarantee for the quality of the object of performance. Furthermore, it shall not apply in the case of claims for damages owing to intentional or grossly negligent breach of duty.

(4) Insofar as nothing to the contrary has been regulated above, the statutory regulations regarding the commencement of the limitation period or the suspension of expiration, interruption and renewed beginning of the limitation periods shall not be affected.

§ 8 Fee, due date, offsetting claims, right of retention

(1) The Contractor shall receive from the Client a fee in the amount agreed by the contracting parties plus VAT. Supplementary services requested by the Client in addition to the scope of services originally contractually agreed upon shall be invoiced separately.

(2) Supplementary services that have not been contractually agreed but which are necessary to fulfill the purpose of the contract shall be provided and invoiced separately in consultation with the Client.

(3) Travel expenses and other expenses shall be invoiced separately and, irrespective of what has been agreed as regards the fee for the order, shall be reimbursed by the Client directly on being invoiced.

(4) The Client shall reimburse the Contractor for all expenses necessary for performance, provided that these are not already covered by the agreed fee.

(5) The Contractor shall be entitled to demand an appropriate advance payment on its fee. When calculating the advance payment, the Contractor shall take into account upfront costs.

(6) The due date for the fee shall be based on legal requirements.

(7) The Client may only offset claims by the Contractor which are recognized or which have been finally determined in a legally binding manner.

(8) The Client shall not have the right of retention.

(9) The Contractor shall be entitled to offset the Client's payments first against older debts, then against costs and interest incurred and then finally against the principal claim.

§ 9 Compliance

Should a service performed by the Contractor as part of this contract be in breach of the law of the European Union, the United Nations, the USA or individual countries adopted to combat terrorism or should said service be in breach of embargoes or other trade restrictions, the Contractor shall be entitled to discontinue performance and to cancel the order without this leading to any liability claims.

§ 10 Confidentiality, data protection

(1) The Contractor shall undertake to maintain secrecy regarding all the Client's business, operational and private activities to which it becomes exposed in the course of its work unless passing on this information is necessary for the agreed performance.

(2) The statutory regulations regarding data protection shall be adhered to.

(3) Both parties agree to fulfil the requirements of the applicable data protection regulations. The contractor obliges his employees comply with the relevant legal provisions for the protection of personal data and educates his employees to that effect. Both parties will pay special attention to the practical implementation in the case that data protection law contains special principles which are mandatory for the provision of the service (for example, compliance with the data protection-friendly implementation of technical requirements by Privacy by design or Privacy by default).

If the realization of a service provided by the contractor is associated with activities for which the conclusion of a processing contract in accordance with the applicable data protection provisions (for example within the meaning of Art. 28 of the General Data Protection Regulation (GDPR)) is required, such a contract must be negotiated and concluded between the parties. In any case, personal data have to be treated confidential by the contractor. For more details on the handling with personal data by our Company, please visit our data protection policy <https://www.dbschenker.com/de/datenschutz> .

§ 11 Place of jurisdiction and applicable law

The sole place of jurisdiction shall be Düsseldorf except where the law dictates otherwise. Furthermore, German law shall apply.

§ 12 Closing provisions

(1) All agreements and declarations relating to the contractual relationship shall only be legally valid if in writing. This shall also apply to any waiver of this written form requirement.

(2) In the event that any of the individual provisions in the above General Terms and Conditions or in the contract should be or become invalid, this shall not affect the validity of the remaining provisions. In place of any invalid provisions, the contracting parties shall undertake to agree upon alternatives that most closely approximate the legal and commercial intent of the invalid provisions.