

## OFFER CONDITIONS

**DANGEROUS GOODS:** Legal regulations for the transport of dangerous goods to be observed by the customer. All required documents such as transport documents, accident leaflet, route permits, etc. are to be provided by customer when handing over the dangerous goods for transport. In order to comply with the applicable regulations, we refer to your obligations in connection with ADR and GGBG.

**QUALITY:** SCHENKER & CO AG has a quality management system in place that has been implemented and documented on the basis of the EN ISO 9001, EN ISO 14001 and EN ISO 50001 standards.

**GOODS, TRANSPORT DOCUMENTS:** You shall be responsible for ensuring that all necessary permits (for import, export or transit in accordance with legal restrictions, including EU legal restrictions, e.g. in accordance with the AWG, ArtHG, etc.) are provided with the goods handed over for transport. You shall indemnify and hold us harmless from any consequences arising from your failure to comply with this obligation and shall also bear any reasonable internal processing costs in connection therewith.

**CARGO INSURANCE:** The liability of the carrier/forwarder is limited. We recommend that you take out cargo insurance. We will be happy to arrange this for you at premiums in line with the market. A cargo insurance reduces your risk also with regard to the different limitations of liability. Please note the limited maximum liability limits of the different modes of transport (truck=CMR, rail=CIM, etc.) as well as the AOESp/AÖSp (in case of a "Verbotskundenerklärung"). As a major customer of a well-known insurance company, we can make you a favorable offer, our employees will be glad to consult you.

**SVS/RVS/LVS:** The SVS/RVS/LVS is calculated from the value of goods according to the currently valid premium table [\[Link SVS Tabelle\]](#). If no value of goods has been declared in the request for quotation, we will cover an average value of goods of EUR 12.51/kg in accordance with § 42 in conjunction with § 35 AOESp/AÖSp. Please note, however, that this may result in underinsurance. We explicitly point out that the SVS/RVS/LVS is an Austrian insurance coverage which expires at the Austrian border (export) or starts at the Austrian border (import). Damages occurring abroad or in the custody of a carrier are not covered by this insurance.

**SECURITY:** SCHENKER & CO AG is, based on the principles of the EU regulations 648/2005 and 1450/2006, an 'Authorized Economic Operator' (AEO-F), which aims to secure the supply chain. All customers, partners, suppliers and subcontractors of SCHENKER & CO AG are therefore also required to subject the services they provide to appropriate security measures that meet the performance standards and regulations of the secure supply chain.

**UNIT LOADING DEVICES:** An automatic exchange of unit loading devices is not the basis of our calculation and must be agreed separately in writing. An exchange is generally only possible against payment and only in the pool countries Austria, Germany, Belgium and the Netherlands. If no separate agreement has been made, any exchange of unit loading devices is subject to our "General Terms and Conditions for the Exchange of Unit Loading Devices".

**TERMS AND CONDITIONS OF PAYMENT:** Unless otherwise stated, our invoices are due immediately. In the event of late payment, we charge an interest at the rate of 18% p.a., which is customary for forwarding services.

**GENERAL:** Unless expressly agreed otherwise, the offer of SCHENKER & CO AG applies exclusively to the transport of harmless, 'non-dangerous' goods. Special requirements going beyond this for sensitive goods such as e.g. dangerous goods, foodstuffs, temperature-controlled goods, weapons/ammunition etc. must in any case be notified by the customer before the quotation is made. We are entitled to use means of transport of our choice. You are responsible for loading and unloading the means of transport and for securing the load. Our offer is subject to change until the fixed conclusion, based on today's valid rates, tariffs and wages.

## TERMS AND CONDITIONS

1. We operate exclusively on the basis of the "General Austrian Forwarders' Terms and Conditions (Allgemeine Oesterreichische Spediteurbedingungen; AÖSp) as published in the respective publication in the "Wiener Zeitung". Payments are always set off against freight and expenses first, and last against customs import fees. Furniture transport and furniture storage is subject to the transport and storage conditions for furniture transport. If no separate agreement has been made, any exchange of unit loading devices is subject to our "General Terms and Conditions for the Exchange of Unit Loading Devices". All of the above conditions (valid version) are available in our business premises or on our website at <http://www.dbschenker.com/at>. General terms and conditions of the customer do not become part of the contract, even if not expressly objected to.

2. These terms and conditions do not apply to any parcel shipments performed by us. Parcel shipments are subject to separate provisions.

3. Our offer is subject to confirmation until fixed conclusion. It is based on the freight rates, tariffs, wages, traffic rules of the railways, road transport companies, shipping and aviation companies, warehouse operators, etc., involved, that have become known to us until this date. Sea- and river freight and common surcharges are subject to confirmation until fixed booking with the shipping company. Tariff changes of the carriers involved and other changes to the basis for our quotation, as well as changes to conversion situations and conversion rates that were already present when our quotes were issued but not known to us shall be passed on to you.

4. The Parties agree that the export, import, re-export and in-country transfer of goods and/or services may be subject to restrictions under trade regulations, which include (without limitation) EU and U.S. export laws and regulations ("Trade Regulations"). Each Party warrants and represents that, in the fulfilment of its obligations under

the Agreement, it will comply with all applicable Trade Regulations, as they may be amended or revised from time to time. Customer is responsible for determining whether Customer's goods/transactions are subject to Trade Regulations. Customer shall not engage SCHENKER & CO AG to perform prohibited Services involving countries or persons subject to restrictions under Trade Regulations when the underlying transactions associated with those Services are subject to Trade Regulations. If necessary, Customer will obtain or qualify for all licenses, approvals, authorizations and/or exemptions required for compliance with Trade Regulations and provide SCHENKER & CO AG with documentation of the same. SCHENKER & CO AG reserves the right to suspend provision of Services without any liability in cases where the Services would violate Trade Regulations. Customer acknowledges that SCHENKER & CO AG is not obligated to and will not provide Services relating to internal repression or military goods.

SCHENKER & CO AG does not provide services related to the following high-risk countries/regions: Iran, North Korea, Sudan, South Sudan, Syria, Crimea, "Donetsk People's Republic (DPR/DNR)" and "Luhansk People's Republic (LPR/LNR)". The customer confirms not to request or order goods or services with reference to these countries/regions. Should it become apparent after acceptance of the order by SCHENKER & CO AG that goods or services are related to these countries/regions, the customer must inform SCHENKER & CO AG of this immediately. In this case, SCHENKER & CO AG has the right to terminate the provision of services and to return the goods or services at the expense of the customer. In such a case, SCHENKER & CO AG is not liable to the customer in any way.

4a. We are not responsible for effects of the withdrawal of the United Kingdom from the European Union ("Brexit") and thus are not liable for any damages caused by delays due to the consequences of Brexit. This shall include, but is not limited to, delays in customs clearance and/or during border processing. Any additional costs due to the consequences of Brexit (e.g. storage costs, demurrage and detention, customs fees, port costs, costs of personnel, etc.) may be charged to you. We will inform you once we have reliable information about additional costs. We shall be unilaterally entitled to terminate this contract with formal notice to you if the withdrawal of the United Kingdom from the European Union leads to a fundamental change of the contractual circumstances. Fundamental changes shall include but are not limited to (i) the contractually obliged provision of services is rendered impossible or (ii) the continuation of the contract will place a substantial and significant financial burden.

5. Our offer does not include any common secondary expenses and any special expenses not caused by us. In particular the following shall not be included: Cargo insurance and insurance for stored goods, such as fire, burglary, theft, storm damage, tap water damage insurance, SVS and RVS fees; weighing, reloading, crane and other secondary fees, costs for loading to the vehicle and loading material; packaging and repair costs; provision of packaging and car blankets, pallet exchange costs, all costs connected to loading and load securing; transport escort costs; lubrication costs arising during transport on railway vehicles on their own wheels; addition of thermal insulation and antifreeze insulations; high- and low-water surcharges, ice and snow surcharges, warehouse fees, truck demurrage and carriages demurrage; boat or ship demurrage; railway siding fees and private railway siding fees and costs for transfer of the goods or shipments to or from the respective train station; sampling, marking; labelling, expenses for forms; stamps, postage, telegrams, phone calls, telex; submission commission fee; customs processing; border expenses; customs duties and other state, official and municipal expenses; procurement of certificates, import, export or passage permits; consultation fees and costs for procurement of the certifications by the consulate or chamber of commerce - if these cost are not listed by us as included.

5a. Regardless of a yearly adjustment of the price rates mentioned in a Contract, we reserve the right to approach the Customer to make an exceptional amendment of the rates and/or the rules of remuneration in case of the occurrence of one or more of the following circumstances:

- 1) change of any of the parameters defined in the contract by at least 5%.
- 2) Occurrence of an event independent from us, resulting in a significant increase of the costs of the provision of services, which could not have been predicted or the scale of the increase caused by that event could not have been determined precisely at the moment of signing this Contract or at the moment of the latest amendment.

In case of the occurrence of the premises mentioned in the paragraph above, we shall notify the Customer in writing, 7 (seven) days in advance, about the change of the price rates and/or the rules of remuneration – applicable after 3 (three) days from the confirmation. If the Customer does not consent to the change of the price rates and/or the rules of remuneration or if, within 14 (fourteen) days from the date of the notification, the Parties do not sign an amendment to the Contract, we shall be entitled to terminate the Contract with a 14 (fourteen) days' notice period. During the notice period, unchanged rates or rules of remuneration shall apply.

6. Due to the Packaging Regulation (“Verpackungsverordnung”, VVO) of the Austrian Federal Ministry of Environment, transports (return shipments) of transport-, outer- and sales packaging or other return transports of refused goods can only be carried out after a separate transport order has been placed with separate invoicing.

7. Goods can only be taken over for transport when the transport is possible in the manner intended by us on the traffic routes calculated by us, that no import, export or transit prohibitions or other authority regulations, in particular concerning currencies or similar provisions, prevent shipping, and that the required cargo space (railway carriage, truck, boats, barges, vessel's hold, aircraft cargo hold) can be provided normally.

8. This quotation is only intended for the customer to whom it is addressed. It must be treated strictly confidential and may only be brought to the attention of any third parties with our prior written consent.

8a. Both parties comply with the requirements of the applicable data protection regulations. We commit our employees to comply with applicable data protection laws and train our employees in this regard. If the applicable data protection law contains specific principles that are mandatory for the provision of the service (for example, compliance with the privacy-friendly implementation of technical requirements by 'Privacy by design' or 'Privacy by default'), the parties will attach particular importance to the practical implementation. Personal data must always be treated confidentially and solely for the intended purpose.

9. We shall only purchase any cargo or stored-goods insurance, e.g. against fire, burglary, theft, storm, tap water damage, upon separate written order. If any third-party transport companies are involved and in case of storage in third-party warehouses, we shall only be liable for diligence in selecting the carriers and warehouse operators. Instructions by phone and oral instructions shall only be legally binding if confirmed in writing without delay.

10. We shall only be bound to our offer if reference is made to it in assignments.

10a. Regardless of a fixed contract term, we reserve the right to terminate the contract at any time by giving 30 days' notice to.

10b. We are entitled to approach the customer to negotiate an amendment of contractual obligations to manage possible difficulties faced, e.g. unavailability of carrier's capacity, longer shipment routes/times, port and/or border congestions, significant reduction of volumes, etc. Possible variations include inter alia interim rights and obligations or suspension of KPIs.

11. Information about and commitments to transport duration/lead times as well as information about national and international customs duties and other fees/charges are always non-binding.

12. SCHENKER & CO AG shall not be liable for default in the performance of any duty or obligation under this offer when caused by the acts of God, acts of civil or military authority, public enemy, terror acts, war or war-like events, earthquake, fire, floods, epidemics, pandemics, strikes, lockouts, work stoppages, labor disorders, revolts, piracy, air crashes, blockade of the consignee port, quarantine, energy crisis, civil commotion, closing of public highways, state decrees or high-rank interventions, governmental interference or regulations, severe traffic accident, general average and other contingencies, similar or dissimilar to the foregoing, beyond the reasonable control of SCHENKER & CO AG, provided however, that nothing contained herein shall in any way be construed as relieving Customer from any liability for failure to pay for services provided by SCHENKER & CO AG in accordance with this offer.

13. Guaranteed performance: The following shall apply to the runtimes agreed in the scope of the product DB SCHENKER system premium: If the shipment is not delivered within the agreed lead time, SCHENKER & CO AG shall return the net remuneration paid by the customer to SCHENKER & CO AG for the specific shipment without surcharges. This shall not apply if the reasons for the delayed delivery are not due to the fault of SCHENKER & CO AG and in case of force majeure. The remuneration shall in no case exceed the statutory liability limits of CMR.

14. We reserve the right to issue shipping instructions.

15. The place of performance for both parties and the place of jurisdiction for any disputes from this quotation and any orders based on it and subsequent orders shall always be the headquarters of the quotation provider.