

TERMS AND CONDITIONS

1. We work only based on the General Austrian Forwarders' Conditions (Allgemeine Österreichische Spediteurbedingungen; AÖSp) as amended based on the respective publication in the "Wiener Zeitung". Payments are always set off against freight and expenses, and last against customs import fees. Furniture transport and furniture storage is subject to the transport and storage conditions for furniture transport. All of the above conditions (approvable version) are available in our business premises or on our website at <http://www.dbschenker.com/at>. General terms and conditions of the client 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. Parcels shipments are subject to separate provisions.

3. Our offer is subject to confirmation until the 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 transport companies 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. If the agreed services or parts of them violate any applicable laws or provisions in particular US law EU law or national laws, anti-terrorism laws and embargos, we shall have the right to terminate the contract without notice and without announcement. We shall not incur any liability of any kind by this.

4a. BREXIT

4a.1. 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.

4a.2. Any additional costs due to the consequences of Brexit (e.g. storage costs, demurrage and detention, customs fees, port costs, costs of personnel) may be charged to you. We will inform you once we have reliable information about additional costs.

4a.3. 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: Transport 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 attachment of the load 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; secondary costs; lubrication costs arising during transport on railway vehicles on their own wheels; addition of heat protection agents and antifreeze agents; high- and low-water surcharges, ice and snow surcharges, warehouse fees, truck demurrage and carriage demurrage; boat or ship demurrage; siding fees and private siding fees and costs for transfer of the goods or shipments to or from the relevant 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.

6. Any transport, outer or sales packaging and other return transports of goods for which acceptance is refused from transports (returns) due to the packaging regulation (Verpackungsverordnung; Verpack VO) can only be performed upon separately issued transport order with separate settlement.

7. This can only be done when the transport is possible in the manner intended by us on the traffic routes calculated by us, that no import, export or passage prohibitions or other authority provisions, in part concerning currencies or similar provisions, oppose shipping, and that the required cargo space (railway carriage, truck, boats, barges, hold on vessels, aircraft cargo hold) can be provided normally.

8. This quotation is only intended for the client to whom it is issued. It must be treated strictly confidentially and must only be brought to the attention of any third parties with our advance written consent.

8a. Both parties comply with the requirements of the applicable data protection regulations. We commit our employees to compliance with applicable personal data protection laws and train our employees to do so. 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 specific purposes.

9. We shall only purchase any transport 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 or and oral instructions shall only be legally binding if confirmed in writing without delay.

10. We shall only be bound to our offer if it is referred to when ordering.

11. Information and commitments concerning the transport time and information concerning national and international customs duties and other fees are non-committal.

12. Guaranteed performance: The following shall apply to the runtimes agreed in the scope of the product DB SCHENKERSystem premium: If the shipment is not delivered within the agreed lead time, DB Schenker shall return the net remuneration paid by the customer to DB Schenker for the

specific shipment without surcharges. This shall not apply if the reasons for the delayed delivery are not due to the fault of DB Schenker and in case of force majeure. The remuneration shall in no case exceed the liability thresholds of CMR.

13. We reserve the right to pass shipping provisions.

14. 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.

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