



Offer Conditions of Schenker Schweiz AG relating to Connect 4 Land

The following contractual conditions apply to all individual contracts concluded with the Client by Schenker Schweiz AG relating to the procurement of land transport and all services connected thereto.

Schenker Schweiz AG is not obliged to conclude individual contracts. The booking of a specific individual shipment by using Connect 4 Land is in so far only a request. A contract for the procurement of a specific individual shipment – irrespective of the number of packages it contains – only comes into effect on confirmation via e-mail by Schenker Schweiz AG.

Where the Client's purchase order relating to the implementation of the specific individual shipment is not accepted by Schenker Schweiz AG, Schenker Schweiz AG shall inform the Client of this within 24 hours in writing/by electronic communication.

Where individual contracts are concluded, the following contractual conditions shall apply:

General Conditions

- 1) Individual contracts concluded on the basis of this offer are governed by these conditions added by the product-specific conditions for the respectively chosen product (DB SCHENKER**system**, DB SCHENKER**system premium**). These conditions take precedence over the Terms and Conditions of Use of Connect, which also apply. The Client's general terms and conditions shall not form part of the contract even where they are not expressly excluded.

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- 2) The offer is intended exclusively for the Client to whom it is addressed. The offer must be treated as confidential and may only be disclosed to third parties with our express written consent.
- 3) Our offer is based on the acceptance of non-hazardous 'merchant's goods' (within the meaning of the relevant hazardous goods regulations), which are packaged by the customer for safe transport by road. Unless otherwise agreed in writing in individual contracts, hazardous goods, perishable goods, foodstuffs, medicines, weapons and parts of weapons, valuable consignments such as jewellery, works of art, antiques or other goods with a value of 1,000 euros/kg or more as well as other consignments which are subject to special handling requirements / guidelines / regulations are excluded.

Schenker Schweiz AG is under no obligation to check for any exclusion from carriage. Schenker Schweiz AG is entitled to refuse acceptance or onward carriage if there is reason to believe that the consignment is excluded from forwarding treatment in accordance with this clause. Schenker Schweiz AG's rights under clause 13) of these terms and conditions also apply. All accompanying documents required for the transport must be available to Schenker Schweiz AG in written form by the time the consignment is accepted for transport.

- 4) Unless mandatory statutory provisions take precedence, Schenker Schweiz AG operates exclusively on the basis of the General Terms and Conditions of SPEDLOGSWISS - Association of Swiss Freight Forwarding and Logistics Companies (GC SPEDLOGSWISS) and the General Terms and Conditions of SPEDLOGSWISS - Association of Swiss Freight Forwarding and Logistics Companies - for warehousing (GC SPEDLOGSWISS Warehousing), latest versions in each case. The full text of the GC SPEDLOGSWISS is available via the following link:

<https://www.spedlogswiss.com/deCH/verband/ab-spedlogswiss.htm>

- 5) Any party affected by a case of force majeure is not responsible for the resulting delay or impossibility. Force majeure within the meaning of this document is deemed to be any unavoidable incident or an incident which – even if foreseeable – is beyond the control of the affected party and whose impact on contractual performance cannot be prevented by the reasonable efforts of the affected party.
- 6) Schenker Schweiz AG is free to choose sub-contractors.
- 7) Unless otherwise stipulated in the offer, all shipments are exclusive of customs clearance (e-dec Export procedure), customs duties and taxes; Schenker Schweiz AG is happy to submit an offer for customs clearance on request.
- 8) Information on customs tariffs provided by Schenker Schweiz AG is in principle non-binding and subject to change. It does not discharge the Client or the Client's agent from verify the customs tariff numbers.
- 9) The offer is only valid for freight charges paid in Switzerland/ Principality of Liechtenstein and where the purchase order is placed via Connect 4 Land.
- 10) Unless otherwise expressly agreed, offers and invoicing for services take place exclusively in CHF.
- 11) Unless otherwise indicated in the offer, all invoices are due immediately without deductions. The Client shall be in default of payment, without the need for a reminder, no later than 10 days after the invoice date, unless default occurs earlier by law.

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- 12) All the aforementioned prices are net prices not including statutory value added tax at the applicable rate in Switzerland.
- 13) The parties agree that the import, export and re-export of goods and/or the provision of related services may be subject to laws and regulations enacted by competent authorities having legal effect (hereinafter referred to as "Export Control Regulations"), in particular the export control laws and regulations of Switzerland, the EU and the USA. Customer represents and warrants that in performing its obligations under this Agreement, it will comply and continue to comply with all Export Control Regulations applicable to it, including anti-boycott provisions, sanctions requirements and sanctions list screening in the context of import, export, customs clearance and national transactions.

The customer is responsible for determining whether the customer's goods are subject to such export control regulations and for obtaining all necessary licences, approvals, permits and/or exemptions from them. The customer shall provide Schenker Schweiz AG with all relevant information that Schenker Schweiz AG may reasonably require to verify compliance with export control regulations prior to the provision of the services owed.

With respect to services relating to countries for which U.S. embargoes have been or will be imposed, Customer expressly acknowledges that

(i) such shipments do not contain any goods of US origin or content unless authorised by the relevant US authorities and (ii) such shipments and/or services relating to such countries do not have a US connection unless authorised by the relevant US authorities.

Schenker Schweiz AG reserves the right to suspend the provision of services in cases where trade restrictions apply, are newly introduced, reintroduced or amended.

The customer confirms that Schenker Schweiz AG is not obliged to provide services in connection with goods for internal repression, ITAR goods and/or military goods and will not provide services in connection with goods for internal repression, ITAR goods and/or military goods and guarantees that the goods referred to in this paragraph will not be and have not been handed over to Schenker Schweiz AG.

- 14) Should one or more provisions of this document be invalid or unenforceable, the validity of the remaining provisions of this document shall not be affected thereby. The same shall apply in case of a regulatory gap in the provisions of the contract.
- 15) Amendments or supplements to this contract must be made in writing or in text form to be valid. This shall also apply in the event of a possible waiver of this formal requirement. No verbal collateral agreements have been made.
- 16) The exclusive place of jurisdiction shall be Zurich, unless otherwise provided by mandatory law. The foregoing provision shall apply only to the extent that mandatory international law does not prescribe any additional jurisdiction. Swiss law shall apply.