

# General Terms and Conditions for the CO<sub>2</sub>-compensation („CO<sub>2</sub>C-GTC“) of the Forto GmbH and its subsidiaries („Forto“)

## 1. Areas of Application / Conclusion of contract / Third parties

- a. These CO<sub>2</sub>C-GTC apply exclusively in connection with services, agreements or other measures in relation to CO<sub>2</sub>C-CGT compensation.
- b. These CO<sub>2</sub>C-GTC do not apply to services covered by any other General Terms and Conditions of Forto, such as for forwarding services or in connection with FortoX.
- c. With the exception of the managing directors, employees are not permitted to enter into deviating agreements.
- d. The contract for the CO<sub>2</sub> –compensation is concluded by booking a shipment with the corresponding selection (preset or explicit selection) or by way of a combined order. The parties agree beforehand, whether the booking of an individual shipment shall be made with the preselection of CO<sub>2</sub> –compensation.
- e. Forto solely acts on behalf of the customers who have booked the CO<sub>2</sub> –compensation, but not on behalf of their customers or other third parties.

## 2. Subject of the services / service provision by third parties and their conditions.

- a. The customers instruct Forto (by means of a single or combined order) to manage the compensation of the CO<sub>2</sub> emitted in the context of the transport of goods (hereafter „CO<sub>2</sub> compensation“ or “Offsetting“) and to provide or issue proof thereof by means of CO<sub>2</sub> certificates issued or verified by the companies carrying out the CO<sub>2</sub> compensation. Offsetting is the compensation through verifiable emission reduction or avoidance through verified climate action projects.
- b. The calculation of the customer’s CO<sub>2</sub> emissions is based on the Greenhouse Gas Protocol and DIN EN 16258. The calculation of the CO<sub>2</sub> emissions in this context includes carbon dioxide as well as other greenhouse gases such as methane or nitrogen, which are converted into CO<sub>2</sub> equivalents (CO<sub>2</sub>e) according to the definition of the Intergovernmental Panel on Climate Change (IPCC). An individual order is made in connection with and for a booked shipment at Forto for CO<sub>2</sub> compensation for the CO<sub>2</sub> emissions caused by the transport of this shipment. A combined order is made in connection with and for a number of

booked shipments at Forto for CO2 compensation of the CO2 emissions caused by the transport of these shipments. The customer orders either the respective compensation of all shipments in a specific time period or a specific amount of shipments.

- c. Forto will act exclusively as a paid business agent and will only select and commission third parties, namely the one carrying out or organising the CO2 compensation. Forto will only select or commission companies that in turn commission project operators that have been verified by recognized certification organizations or verifying bodies (e.g. Gold Standard or VCS).
- d. The CO2 compensation is carried out by the companies selected by Forto usually by selection, purchase, accounting, as well as the retirement of CO2 certificates for the customer, but in the name of Forto, from verified climate action projects, which at the same time preferably bring further ecological, economical or social benefits. The company selected by Forto concludes suitable contracts with the project operators of the climate action projects. Forto ensures that the companies provide a sufficient quota of suitable emission certificates or purchase and select those at their discretion.
- e. The CO2 certificates are, on a quarterly or monthly basis, retired permanently and irrevocably and are not further transferable. The retirement takes place after the last day of a period as part of a collective retirement for and on behalf of Forto, which is why the customer is not entitled to an individual retirement and / or an individual proof of the offsetting by the company. However, the customer will receive an individualised certificate of offsetting. Only after the retirement process has been completed, any advance CO2 certificate issued to the customer by Forto becomes valid.
- f. Any additional specific details, procedures and conditions of the provision of the offsetting, the retirement and the certifying process shall be regulated by the companies themselves, whose conditions and regulations shall in principle take precedence in the event of any deviation in the description of the services provided by them. Forto shall make the terms and conditions of the companies available to the customer upon request.

### **3. Sustainability Badge / Use / Intellectual Property**

- a. Forto is the owner of all rights of the following logo "Sustainability Badge", including the right to grant customers the right to use it for the applicable year of the CO2 compensation:



Any modification, alteration or use not described set forth herein is prohibited. The logo must always be used in its entirety.

- b. The authorized Customer may use the above logo in connection with the CO2 certificates purchased for the purposes of self-promotion and promotional communication to the outside world to demonstrate the climate friendliness / climate neutrality / of the transports / logistics of his company, which he carries out with Forto. The right to use the logo is limited to this authorization within the relevant year. Forto neither verifies nor assures whether the customer behaves in a climate friendly or climate neutral manner in other respects, i.e. outside the services provided by Forto, nor whether the customer's products / services meet this characteristic. The Customer may only advertise with the term "climate neutral" if this advertising is limited to the relevant area and scope to which this applies and has been made explicit. It is not permitted to link the advertising with products, measures or events that are harmful to the climate.
- c. If the Customer violates these Terms of Use or any laws, ordinances, trade regulations or other applicable rules or standards, the permission to use shall lapse with immediate effect and without replacement, regardless of any further rights Forto may have.
- d. Forto has the right to prohibit the Customer's use if, after assessing the facts in an individual case and taking into account the circumstances, the Customer's use violates Forto's objectives, ethical or moral principles and values or other core principles.

#### 4. Warranty / Liability

- a. Forto does not guarantee that the companies or CO2 certificates from a particular climate action project will be permanently available. The companies do retain the rights to carry out the CO2 compensation by retirement of comparable, equivalent or higher-quality CO2 certificates.
- a. CO2 compensation is not a service provided by Forto and, moreover, represents a third-party service of the respective company, for which no liability is assumed. Forto owes the customer the proper and conscientious selection and, as far as possible, monitoring of the selected company that organizes the CO2 compensation. Forto does not guarantee any specific demonstrable amount of greenhouse gas emissions saved.

## 5. Remuneration / Special Promotions / Duration of Contract

- a. The price agreed in the individual or collective order shall apply. In the absence of such an agreed price, an appropriate price, which in any case shall not be lower than the purchase price of the CO2 compensation to be (then) verifiably spent by Forto.
- b. Should Forto or a third party grant further CO2 offsets, discounts, rebates or other benefits as part of special promotions, whether on the price or as an increase in CO2 offsets (for example as part of a 1+1 campaign), these promotions are non-binding and may be changed or withdrawn at any time for the future.
- c. The respective individual order for offsetting ends with the provision of the offset, the respective proof by Forto to the customer and the complete and unconditional payment of the agreed offsetting price.
- d. These CO2C-GTC shall be deemed to have been agreed as binding until amended.

## 6. Final Provisions

- a. The place of performance and fulfilment as well as the exclusive place of jurisdiction is Forto's registered main office. German law shall apply exclusively.
- b. In the absence of provisions in these CO2C-GTC, the provisions of the GTC Forto Germany for forwarding services and the GTC Forto Software Services shall apply in addition and in correspondence with this agreement. This applies, in particular, to the data protection provisions and regulations (including the regulations on data processing) and the regulations on confidentiality.
- c. The invalidity of one or more provisions of this agreement shall not affect the validity of the remainder of the CO2C-GTC. Forto and the Customer shall endeavor to replace invalid provisions with a valid provision that comes as close as possible to the economic purpose pursued by the provision that must be replaced.
- d. Forto reserves the right to make amendments to the CO2C-GTC at any time without explanation.
- e. These CO2C-GTC are a translation of the German version of Forto's "Allgemeine Geschäftsbedingungen für die CO2 –Kompensation". In case of discrepancies between both versions, the German version shall prevail. In case of dispute, exclusively the German version shall be binding.