

## General Terms and Conditions of Forto Logistics AG & Co. KG – April 2023

The following constitutes a **translation only**. The German version of the General Terms and Conditions of Forto AG & Co. KG shall prevail and shall be the sole binding version. Any error, omission, shortage or other falsely translated term, phrase or whatsoever in this translation shall not become binding or otherwise applicable.

The following General Terms and Conditions (“GTC”) apply to all agreements concluded between the Customer and Forto Logistics AG & Co. KG, Saarbrücker Str. 37a, Berlin 10405, Germany (“Freight Forwarder” or “Forto”) regarding the arrangement for the transport of goods or regarding other conventional forwarding services in the context of transport or storage of goods. They do not, however, apply to merely related special services of Forto, in particular products or services provided through digital service packages (to which, if any, other terms and conditions are applicable) or relating to the digital integration of data.

### 1. Applicability of the GTC, Special conditions, Precedence of mandatory law

- 1.1. The GTC cover all contracts and services provided by the Freight Forwarder regarding the arrangement for the transport of goods or regarding other conventional forwarding services in the context of transport or storage of goods, unless the exceptions outlined in Article 2.3 and 2.4 apply. General terms and conditions or other pre-formulated contract terms or sets of rules used by the Customer do not apply, even if they simply contain additional provisions to these GTC.
- 1.2. In addition to these GTC, Sec. 15, 16 and 17 of the International Loading and Transport Conditions (Internationale Verlade- und Transportbedingungen (IVBT), latest version) shall apply insofar as applicable and – insofar as these GTC do not apply to the performance of logistical (additional) services, which are, however, merely related to forwarding services and do not fall within the scope of other Forto terms and conditions – the Logistics GTC ([www.dslv.org](http://www.dslv.org), latest version) shall apply (supplementary) insofar as these GTC do not contain any provisions.
- 1.3. Only statutory provisions, which cannot be modified by pre-formulated standard terms and conditions, take precedence over the GTC.

### 2. Scope of application

- 2.1. The GTC cover all freight forwarding contracts (Verkehrsverträge) undertaken by the Freight Forwarder as contractor for all activities, regardless of whether they are freight forwarding, carriage of goods (by sea), warehousing or other, typical services pertaining to the freight forwarding business, such as customs handling, tracking of goods or cargo handling.
- 2.2. The GTC also apply to all typical logistical services included in freight forwarding, if these are in relation to the transport or warehousing of goods, in particular to activities such as the creation of loading units, consignments, labelling, weighing of goods and returns processing.
- 2.3. The GTC do not apply to businesses that are exclusively dedicated to:
  - packaging,
  - transportation and warehousing of towed or salvaged goods,
  - transportation of removal goods,
  - warehousing and digitalization of files; files are all types of embodied and digitalized business papers, documents, data storage mediums and similar objects for information collection,
  - abnormal and heavy-load transports, which require a transportation regulation permission or exception, crane services and associated assembly work.
- 2.4. The GTC do not apply to freight forwarding contracts with consumers as defined in Section 13 German Civil Code (§ 13 BGB). Instead, the offer only aims at merchants as defined in Section 14 German Civil Code (§ 14 BGB).

### 3. Conclusion of contract, Information requirements, Special goods

- 3.1. A contract is concluded between the Customer and the Freight Forwarder, when the Customer, as further described in the following clauses, submits an offer on conclusion of a contract on the Freight Forwarder’s online platform and the Freight Forwarder declares his acceptance of the offer.
  - 3.1.1. On the Freight Forwarder’s online platform, the Customer can request several quotes with entering his relevant data for the order, such as route and number of containers (“Quote Request”). By choosing from various additional options, the Customer may add further special services and / or variants of the contract (for example customs clearance, insurance, etc.). When the Customer chooses a quote, he can enter additional information such as billing address and payment method and send a binding offer to the Freight Forwarder with clicking on the button “Place Order”.
  - 3.1.2. The Freight Forwarder will confirm the receipt of the order and will further provide the opportunity for and request from the Customer to enter additional required information and upload documents within a reasonable period, which will be shown on the platform. When the Customer has provided all such information and documents to the Freight Forwarder on time, the Freight Forwarder will examine the data provided.

- 3.1.3.** In case the agreement is not concluded for reasons within the responsibility of the Customer, especially if the Customer did not enter all the further requested information and documents or did not enter such information or documents on time after receiving the confirmation of receipt of the order, the Customer is bound to pay a handling fee.
- 3.1.4.** The Freight Forwarder will declare his acceptance of the offer by email or otherwise by electronic means within 72 hours, if possible. In general, no confirmation regarding availability of a (named) means of transport can be obtained from the selected carrier. This particularly applies to the sea carriage. As far as a specific means of transport (for example MV "X") or a specific carrier (for example liner shipping company "Y") has been named, such nomination shall not be binding. The agreement will become final and binding upon the parties at the terms stated therein after receipt of declaration of acceptance by the Customer.
- 3.1.5.** In accordance with the aforementioned conditions, a contract between the Freight Forwarder and the Customer is also concluded when the Customer submits an offer by email, telephone or otherwise to conclude a contract, the Freight Forwarder carries out the booking in accordance with the process described in the aforementioned Articles 3.1 to 3.1.3 for and on behalf of the Customer and subsequently declares acceptance according to Article 3.1.4. For the avoidance of doubt, the contract between the Customer and the Freight Forwarder shall not be deemed to be concluded already if the Freight Forwarder confirms to carry out the booking.
- 3.1.6.** The contract between the Customer and the Freight Forwarder is also concluded when the Customer provides the Freight Forwarder with the necessary information for a booking through a different means of communication (e.g. a Purchase-Order-Management) or knowingly has such information provided by a third party and the acceptance of such offer has been confirmed by the Freight Forwarder.
- 3.2.** Prior to and after placing an order, the Customer is obliged to give timely notice of all relevant conditions and information affecting the carrying out of the same. This will also apply, if the Freight Forwarder does not ask explicitly for such information within the online booking process.
- 3.2.1.** This includes all relevant data required for carrying out the service, such as addresses, signs, numbering and amounts of packages or otherwise specified amounts, type, composition and characteristics of the goods (such as live animals and plants, perishability), HS code, the gross weight (including packaging and loading devices), delivery times and the value of the goods (for example for customs purposes or the insurance of goods according to Article 21). This shall apply regardless of whether the Customer is the shipper.
- 3.2.2.** In particular, the Customer must advise the Freight Forwarder regarding:
- all public-legal duties and safety regulations, such as duties relating to customs, foreign trade regulations (particularly those relating to goods and people as well as specific country embargos) and legal safety statutes,
  - in case of carriage of goods by sea, all relevant data relating to safety statutes in the required form, such as the International Convention for the Safety of Life at Sea (SOLAS), particularly, but not limited to, the "Verified Gross Mass" per container,
  - intellectual property rights of third parties, such as trademark and license limitations which are connected to the possession of the goods, including legal or regulatory hindrances capable of prejudicing the processing of the order,
  - specific technical requirements for transportation and particular cargo securing means to be supplied by the Freight Forwarder.
- 3.2.3.** The arrangement for the dispatch of dangerous goods or other conventional forwarding services in the context of transporting or storing dangerous goods as well as the arrangement for the dispatch of reefer cargo and / or heat-sensitive goods requires a separate order by the Customer. The Customer is responsible for the correct classification according to the applicable regulations for dangerous goods (air, sea, road, inland waterway). The corresponding data and, if necessary, additional information (such as safety data sheet, etc.) must be made available in accordance with the statutory provisions and in the appropriate timeliness before placing an order in order to enable the Freight Forwarder to verify same.
- In case of a valid contract regarding dangerous goods, which requires to be concluded separately by choosing the additional option "Dangerous Goods", the Customer must inform the Freight Forwarder in text form of all details required for the performance of the contract, such as e.g. the quantity, specific nature of the hazard, the exact classification according to the relevant dangerous goods regulations and – if required – the necessary safety measures to be taken and hand over the required documents in due time before handing over the goods.
  - Hazardous goods are goods that have the potential to endanger people, vehicles or legal interests of third parties during the course of standard transportation, warehousing or other activities. In particular, hazardous goods are defined as goods that fall in the scope of application of statutes and regulations relating to hazardous goods, such as provisions covering dangerous materials, water or garbage.
- 3.2.4.** In case of valuable or theft-sensitive goods, the Customer must inform the Freight Forwarder in text form regarding the type and value of the goods and the current risks involved to enable the Freight Forwarder to assess the acceptance of the order or take appropriate measures for the safe and damage-free completion of said order. Valuable goods are classified as those that, at the time and place of taking over, have an actual value of at least 50 Euro/kg or 10,000 Euro/per packed item. Theft-sensitive goods are those exposed to an increased risk of robbery and theft, such as money, precious metals, jewelry, watches, precious minerals, art, antiques, check books, credit cards and/or other payment means, stocks and security papers, documents, spirits, tobacco, entertainment electronic goods, telecommunications goods, IT equipment and accessories.
- 3.2.5.** In case the Customer does not comply with the requirements set out above, the Freight Forwarder is – without prejudice to any other contractual, non-contractual or statutory rights – free to:
- refuse the receipt of goods,
  - return goods already received and/or to keep it in readiness for collection, or
  - complete the order without further information to the Customer and subsequently claim an appropriate additional charge, in cases where a safe and damage-free completion of the order increases costs.

- If the Freight Forwarder refuses the acceptance of the goods, the Customer will be notified on the Freight Forwarder's online platform or via email.
- 3.3.** The Freight Forwarder is not obliged to check the information supplied by the Customer, or to make additions to it, in particular with regard to a customs tariff number provided by the Customer.
- 3.4.** Remarks, such as "Trade Fair Goods" or "Urgent", Time in transit, estimated time of arrival, etc., contained in the order neither oblige the Freight Forwarder to arrange for faster completion of the order, such as via express delivery, nor to make preferential dispatch arrangements. The Freight Forwarder does not guarantee any fixed dates, neither for loading nor for delivery of the goods. All and any dates as stated on the online platform are to be understood as estimations made in good faith only, but stated without warranty or guarantee and without accepting any liability for the correctness thereof.
- 4. Assumption of additional service duties by the Freight Forwarder**
- 4.1.** In the absence of a separate agreement in the order supplied to the Freight Forwarder, the service does not include:
- the packaging of goods;
  - weighing and inspection of goods, or measures to preserve or improve goods or their packaging, unless it is standard business practice
  - the supply or replacement of pallets or other loading and packaging support materials (pallets);
  - the loading and unloading of goods, unless otherwise indicated by circumstances or common usage. Drivers who assist in the loading or unloading of goods without a contractual agreement, act exclusively on the instructions and under the supervision of the Customer. They are servants of the Customer and come under their legal responsibility, except in cases when loading or unloading has occurred on driver's own initiative; and/or
  - returns, detours and hidden additional cargo, a transshipment ban (Section 486 German Commercial Code [HGB] does not apply).
- 4.2.** Whenever the Freight Forwarder arranges services in the interest of the Customer according to Article 4.1 or carries out such services, the Freight Forwarder is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement. To the extent that, in deviation from the original instruction, one or more further packages or other quantities or goods of a different kind (including different packaging, measurements or weight/volume) are handed over for transportation and the Freight Forwarder accepts the same for transportation, the Freight Forwarder and the Customer hereby enter into a new transportation contract for this modified order. Section 5.2 shall remain unaffected.
- 5. Contact person, Electronic communication and Documents, Invoices**
- 5.1.** The order processing, as well as the exchange of information, declarations and requests during the contractual procedures will be, unless declared otherwise in these GTC or otherwise prescribed by applicable law, handled on the online platform of the Freight Forwarder or at the choice of the Freight Forwarder, via email or phone.
- 5.2.** In the absence of a written agreement, statements by warehousing or transport personnel require approval from the Freight Forwarder to be considered valid.
- 5.3.** The Customer takes care of the required declarations to be supplied by the Customer's shipper or consignee during the fulfilment of the contract at the place of loading and delivery, and of real actions, such as delivery and receipt of the goods. Shipper is the person identified in the contract or in a valid instruction from which the goods are to be collected.
- 5.4.** The invoicing takes place in electronic form, as far as tax-law provisions are not opposed to such procedures.
- 5.5.** If the contracting parties have agreed to the electronic data exchange using electronic standards, such as Edifact, to fulfil the order, then either party is entitled to create, send and exchange declarations and notifications by electronic means (electronic data interchange), as long as the transmitting party is clearly identified. The transmitting party carries the responsibility for the validity and loss of any sent data. The electronic data interchange also includes electronic billing, in as much as tax regulations permit.
- 5.6.** Electronic or digital documents, in particular proof of deliveries, shall be considered equal to written documents. Furthermore, each party is entitled to archive written documentation in exclusively electronic or digital format and to eliminate originals, always in consideration of the legal regulations regarding the same.
- 5.7.** In case of damage to or delay of the goods and upon request, by the Customer or consignee, the Freight Forwarder must procure immediately all required and known information for securing their compensation claims.
- 6. Customs clearance and other statutorily required handling of goods**
- 6.1.** The Freight Forwarder is entitled to make customs clearance dependent on issuance of a written power of attorney that assigns direct representation. The Customer must provide the Freight Forwarder with his written power-of-attorney on the online platform provided by the Freight Forwarder.
- 6.2.** The Customer is responsible for supplying the Freight Forwarder with all information, certificates and other documentation (e.g. HS-codes, permits, licenses, customs classification, value of goods, any insurance for the goods or transport taken out, pro rata also in the case of group or corporate group insurance) required for the correct processing of customs or other statutorily required handling of the goods, including, but not limited to, security checks for air freight shipments. The provision of certificates and further documents takes place in electronic form on the online platform provided by the Freight Forwarder. The originals shall be released upon reasonable request.
- 6.3.** If the order to the Freight Forwarder relates to the shipping of goods to a foreign destination, the Freight Forwarder is entitled to act with regards to the customs, security or other statutorily required handling of the goods, if the transport of the goods to the agreed destination would be impossible without such action. The Freight Forwarder is hereby

- entitled to act in the name of the Customer, when such authority has been granted,
  - entitled to open packages whenever such action is necessary to comply with statutorily required controls (for example, Freight Forwarder as regulated agent), and to subsequently take all measures necessary to complete the order, such as repackaging the goods.
- 6.4.** If the order to the Freight Forwarder relates to a shipment under customs supervision, the Freight Forwarder is entitled to fulfil all the formalities and to advance payments required by customs if, without such actions, the completion of the order and, in particular, the delivery of goods to the consignee, would be impossible or cannot be carried out in time. In the absence of other instructions for an import shipment, it shall be assumed in case of doubt that the Freight Forwarder is to effect the payment of import duties. In addition, the Freight Forwarder shall not be obliged to examine the legitimacy of any action taken by Customs or any other authority or private body concerned with the import of the shipment, to appeal against such action or to take any other action against any order made in respect of the shipment or goods.
- 6.5.** Whenever the Freight Forwarder arranges services in the interest of the Customer according to Articles 6.3 and 6.4 or carries out such services, the Freight Forwarder is entitled to a remuneration according to local standards or otherwise an appropriate remuneration, even in the absence of a prior agreement.
- 6.6.** The Customer shall in any case be liable for the import duties paid, irrespective of their nature and the amount and whether or not they have been incorrectly assessed, as well as for all costs incurred in connection with customs clearance, such as transshipment, intermediate or relocation, counting, additional charges and additional costs for customs inspections and presentations or other measures ordered by customs or third parties, in particular with regard to dangerous goods, etc., insofar as these have been paid by the Freight Forwarder. The Freight Forwarder's claim for reimbursement of these expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts as from the date of the advanced payment.
- 6.7.** If the Freight Forwarder pays import duties, irrespective of their nature and the amount and irrespective of whether or not they have been incorrectly assessed, the Freight Forwarder is, in addition to the interest-bearing claims for reimbursement of expenses, entitled to a handling fee and a capital provision fee in the agreed amount, pursuant to an individual agreement. The handling fee and the capital provision fee shall also be incurred if the Customer settles the Freight Forwarder's invoice in due time, i.e. in compliance with the payment period granted, unless expressly agreed otherwise.
- 6.8.** The Customer shall be free to make an advance payment to the Freight Forwarder before the Freight Forwarder advances any payments. In this case, the interest as well as the capital provision fee will be waived. The expenses paid will be charged against the advance payment. The handling fee shall be incurred in any case.

## **7. Packaging and labelling duties of the Customer**

- 7.1.** The Customer must clearly and permanently label all packages with their required identifications, such as addresses, marks, numbers and symbols relating to the handling and characteristics of the goods. Obsolete identification marks must be removed or garbled.
- 7.2.** Furthermore, the Customer is responsible for
- 7.2.1.** identifying all items belonging to the same shipment, to ensure easy recognition,
  - 7.2.2.** ensuring that the contents of packaged items cannot be accessed without leaving external traces. Packing tape, rings or similar securing methods are only sufficient if they are unique or otherwise difficult to copy. Foil packaging is only acceptable if it has been securely sealed,
  - 7.2.3.** ensuring that combined shipments made up of multiple items or units with a girth dimension of less than 1 m (maximum volume plus the longest edge) are bundled together into larger items,
  - 7.2.4.** consolidation of hanging shipments consisting of several items into sealed wrapped units for easier handling,
  - 7.2.5.** marking packing units with a gross weight of at least 1,000 kilograms (kg) with the weight specification as statutorily prescribed for heavy loads to be transported by ship,
  - 7.2.6.** to ensure neutral packaging for valuable or theft-sensitive goods.
- 7.3.** Whenever packages do not comply with the conditions listed in Articles 7.1 and 7.2, Article 3.2.5 applies accordingly.

## **8. Securing cargo and supervisory duties of the Freight Forwarder**

- 8.1.** In all cases where loading and discharge occurs at more than one location, the Freight Forwarder is responsible for the security of cargo at all times, whether loaded or not.
- 8.2.** Upon receipt of goods, the Freight Forwarder is obliged at interfaces to check completeness and identity of the packages, their apparent good order and condition as well as all seals and locks and to record any irregularities in the accompanying documents or via separate notification.
- 8.3.** Interfaces are defined as any transition of the packages from one legal person to another and any transshipment from one Vehicle to another, and any (temporary) storage.

## **9. Receipt**

- 9.1.** Upon request by the Customer, the Freight Forwarder has a duty to issue a certificate of receipt in electronic form with reservations noted, if necessary. The certificate of receipt issued by the Freight Forwarder only confirms the number and type of packages, not their content, value, weight or other measurements.
- 9.1.1.** In case of previously loaded or sealed loading units, such as containers or swap bodies and previously transmitted data, the accuracy of the certificate of receipt regarding quantity and type of loaded packages is vitiated, if the Freight Forwarder notifies the Customer on differences (in quantity) or damages, immediately after unloading the loading unit.

- 9.1.2.** In case of doubt, the certificate of receipt does not confirm the gross weight or otherwise indicated measurements for mass goods, wagon-loads, containers or other, previously loaded units.
- 9.2.** The Freight Forwarder must request proof of delivery from the consignee in form of a delivery receipt listing all packages as outlined in the order or other accompanying documentation, insofar as this is customarily issued. Should the consignee refuse to issue a delivery receipt, the Freight Forwarder must request instructions from the Customer, insofar as this is possible for him in the usual course of business. The Customer can only demand the delivery receipt in electronic form for a period of twelve months after the goods have been delivered.
- 9.3.** In cases where a consignment note, sea way bill, consignment bill or a bill of lading have been issued, these count as certificate of receipt or delivery receipt. Article 9.1 and 9.2 apply accordingly.

## **10. Instructions**

Upon conclusion of the contract, the Freight Forwarder must follow all instructions regarding the cargo, unless carrying out such instructions poses disadvantages to his business or damages to consignments of other Customers or consignees. If the Freight Forwarder intends not to follow an instruction, then the Freight Forwarder shall inform the instructor immediately.

## **11. Freight payment, Cash on delivery**

- 11.1.** Notifications by the Customer to the effect that the order should be executed freight collect or for the account of the consignee or a third party, for example according to Incoterms, do not exempt the Customer from his obligation to pay the Freight Forwarder its remuneration and outlays, including freights, customs charges and other expenses. Freight collect instructions, for example according to section 422 HGB, Article 21 CMR, remain unaffected.
- 11.2.** The notification according to Article 11.1 does not concern cash on delivery instructions.

## **12. Default of loading and delivery times, demurrage**

- 12.1.** In cases where the Customer must load or unload the vehicle, the Customer has the obligation to do so within the agreed, otherwise within a reasonable time.
- 12.2.** In the absence of a separate agreement, the time for loading and unloading road transport vehicles – irrespective of the number of shipments per loading or unloading location – shall be
- 12.2.1.** for goods of any kind loaded on pallets:
- up to ten Euro-pallet storing positions: maximum 30 minutes,
  - up to twenty Euro-pallet storing positions: maximum 60 minutes,
  - more than twenty Euro-pallet storing positions: maximum 90 minutes,
  - for any 20' dry standard containers: maximum 120 minutes,
  - for any 40' dry standard or high cube containers: maximum 180 minutes,
- 12.2.2.** in all other cases, for goods (excluding bulk goods) with a handling weight
- up to three tons: maximum 30 minutes,
  - up to seven tons: maximum 60 minutes,
  - more than seven tons: maximum 120 minutes.
- 12.2.3.** The loading or unloading time begins with the arrival of the road vehicle at the designated loading or unloading location (for example, by notifying the gate keeper), and ends when the Customer has completed all its duties. However, if the using of a time slot management system has been agreed for the arrival of road vehicles at the loading and unloading location, the loading and unloading time does not begin before the agreed presentation time.
- 12.2.4.** In cases where the contractually agreed loading and unloading time are not maintained due to reasons beyond the Freight Forwarder's scope of responsibility, the Customer must pay the Freight Forwarder the agreed otherwise commonly accepted demurrage fees.
- 12.3.** The aforementioned provisions apply accordingly
- when the Customer is committed to prepare the goods for loading or to accept them after unloading,
  - in case of transport interruptions beyond the Freight Forwarder's scope of responsibility, contrary to the statement in Article 12.2 and in the absence of a deviating agreement, a waiting time of 30 minutes is deemed to be agreed.

## **13. Performance hindrances and force majeure**

- 13.1.** In cases where the Freight Forwarder is unable to take over the goods, or unable to take them over on time, the Freight Forwarder must immediately notify and seek instruction from the Customer. Section 419 HGB applies accordingly.
- 13.2.** Performance hindrances that do not fall within the scope of responsibility of either contracting party, free said parties of their performance duties for the duration of the hindrance and the extent of its impact. Such performance hindrances are defined as force majeure, civil unrest, war or acts of terrorism, strikes and lock-outs, official measures by authorities, transport route blockades, and any other unforeseeable, unavoidable and serious events, in particular also direct or indirect effects of any pandemics. Performance hindrances also include disruptions, failures or other events on the technical systems of the Freight Forwarder or third parties which hinder or delay the proper performance of the services, insofar as these have not been caused through the fault of the Freight Forwarder or the third parties themselves.
- 13.3.** In case of a performance hindrance, the contracting parties are obliged to notify the other party immediately.

## **14. Delivery**

- 14.1.** In cases where unloading does not begin within the unloading time (Article 12), the Freight Forwarder is entitled to interpret that as a delivery hindrance. In this case, the Freight Forwarder must immediately notify the Customer and request for relevant instructions. Section 419 HGB applies accordingly.
- 14.2.** In cases where the Freight Forwarder and Customer have agreed on delivery without the presentation to an actual person (for example, night storage and garage facilities or assembly line deliveries), delivery is deemed to have taken place on the actual physical deposit of the goods at the agreed location.
- 15. Information and restitution duties of the Freight Forwarder**
- 15.1.** The Freight Forwarder has the duty to supply the Customer with the required information and, upon request, with the status of the business as well as to demand accountability upon completion using the online platform or, at Freight Forwarder's choice, email or phone. However, the Freight Forwarder is only obliged to reveal costs, if the Freight Forwarder was working on Customer's account.
- 15.2.** The Freight Forwarder has the duty to give anything to the Customer what he has received by carrying out and managing the business. This does not apply to electronic documents, dossiers, corresponding documents, certificates or other information, which he only needs to provide in copy (electronically).
- 16. Warehousing**
- 16.1.** The Freight Forwarder decides in its sole discretion if warehousing takes place in its own facilities or those of third parties. Whenever warehousing takes place at third party warehouses, the Freight Forwarder must supply timely information regarding its name and location to the Customer in electronic form or, whenever a warehouse warrant has been issued, to make a note of the information on the same in electronic form.
- 16.2.** Customers who inspect or commission an inspection of the warehouse must immediately impose all objections or complaints regarding the storage of the goods or the choice of the warehouse. If the Customer does not make use of his inspection right, he waives all rights to objections regarding the type and nature of storage, if these objections could have been observed during an inspection and if the Freight Forwarder has chosen the warehouse location and storage with the due diligence of a prudent Freight Forwarder.
- 16.3.** Customer's inspecting goods or commissioning an inspection must respect the normal business hours of the Freight Forwarder and, on Freight Forwarder's request, must accept to an inspection in company of the Freight Forwarder.
- 16.4.** Customers who undertake actions with the goods, such as taking test samples, must agree, on request by the Freight Forwarder, to a joint inspection and determination of the number, weight and characteristics of the goods. If the Customer refuses this request, the Freight Forwarder is not liable for any damages determined later, unless the action undertaken did not cause the damage.
- 16.5.** The Customer is liable for all damages to the Freight Forwarder, customers or other third parties caused by him, his employees or representatives entering the warehouse or entering or driving on the warehouse premises, unless the damage was not the fault of the Customer, his employees or representatives.
- 16.6.** Unless otherwise agreed:
- warehousing begins with the unloading of the delivery vehicle and ends with the loading of the receiving vehicle,
  - inventory management is via the Freight Forwarder's inventory accounting, or, at his discretion, by the actual warehouse keeper,
  - there is no physical inventory inspection, unless the Customer requests and declares to bear the costs for such.
- 16.7.** If the Freight Forwarder, upon conclusion of the contract, develops reasonable doubts that the value of the goods assures its claims, the Freight Forwarder is entitled to give the Customer a reasonable deadline to either secure the claims of the Freight Forwarder or to seek alternative warehousing arrangements. Should the Customer fail to do so, the Freight Forwarder is entitled to terminate the contract with immediate effect.
- 17. Quotation and remuneration**
- 17.1.** Quotations of the Freight Forwarder and agreements with the Freight Forwarder about prices and services refer exclusively to expressly listed services, goods of standard dimensions and weights as well as an essentially unchanged cargo, order quantity or quantity structure. Quotations presume normal, unmodified transport conditions, unimpeded connecting ways, the possibility of immediate forwarding, the remaining validity of the underlying freight, exchange rates and tariffs of the agreement, rates and tariffs, unchanged data processing requirements, quality assurance arrangements and operational instructions. Furthermore, they presume unmodified public taxes, fuel and personnel costs, unless such changes were predictable, given the circumstances, at the time of conclusion of the contract.
- 17.2.** Unilateral changes made by the Customer with respect to the scope of the services to be performed, in particular changes in weight or quantity, as well as changes in the nature of the goods, in particular the fact that they are dangerous goods, shall result in the Freight Forwarder not being bound by his original accepted offer. The Customer shall bear all additional costs arising from the changes and shall also be obligated to pay the Freight Forwarder a respective additional remuneration.
- 17.3.** In case of cash on delivery or other collection order being cancelled after shipping has begun, or the consignee does not pay, the Freight Forwarder is still entitled to ask for commission.
- 18. Expenditures and right of recourse by the Freight Forwarder**
- 18.1.** The Freight Forwarder is entitled to ask for refund of expenses properly incurred, in particular those relating to general average contributions, detention or demurrage charges, including additional packaging to protect the goods. With regard to the latest applicable detention or demurrage charges and free periods, reference is made to the rates published on the Freight Forwarder's website.

- 18.2.** If the Customer instructs the Freight Forwarder to receive goods and if, on reception of the goods by the Freight Forwarder, pre-storage costs, freight, cash on delivery, customs duties, taxes, or other expenses and charges are incurred, the Freight Forwarder is entitled – but not obliged – to pay them according to the circumstances he has properly assessed, and to claim reimbursement from the Customer. In the absence of any express instruction to the contrary from the Customer, the Freight Forwarder may presume that the costs, etc. claimed on receipt of the goods are justified and that he should make the advance payment.
- 18.3.** The Freight Forwarder's claim for reimbursement of advanced payments or expenses shall be due immediately and shall bear interest at the statutory rate for claims for payment under commercial contracts from the date of the advance payment / expense. In addition to the interest-bearing claims for reimbursement of expenses, the Freight Forwarder is entitled to a handling and a capital provision fee in respective agreed amount.
- 18.4.** Upon first request, the Customer must immediately indemnify the Freight Forwarder for expenditures, such as freight, general average contributions, customs duties, taxes and other costs, compensations or fees demanded from the Freight Forwarder, in particular acting as a person authorized to dispose or as possessor of goods belonging to third parties, unless the Freight Forwarder is not responsible for their accrual.
- 18.5.** The Customer must also indemnify the Freight Forwarder and its vicarious agents from all claims made by third parties provided that these claims are attributable to the Customer and its vicarious agents.
- 18.6.** The Freight Forwarder is entitled to charge to the Customer any unforeseeable and unavoidable special charges, extra costs, fees, premiums, surcharges or other additional charges made by third parties performing the carriage or providing services in connection therewith or otherwise handling the goods, even if the Freight Forwarder performs its services on a fixed cost basis and such cost items are not normally included in the fixed costs.
- 19. Invoices, foreign currencies**
- 19.1.** Invoices of the Freight Forwarder are due immediately and its maturity is not dependent on presenting a delivery receipt. Unless otherwise agreed or stated, the Freight Forwarder's claims for remuneration shall become due immediately after the invoice has been issued and shall bear interests from the due date in the amount of 9 percentage points above the respective base interest rate per annum. The due date of claims for reimbursement of expenses and advanced payments shall be determined in accordance with the above provisions. Interest on default shall not accrue if the Customer makes payment immediately and the amount is credited to the Freight Forwarder's account within 3 days of the due date. Discounts shall only be given if expressly agreed.
- 19.2.** Regarding foreign Customers or consignees, the Freight Forwarder is entitled to ask whether to receive payment in the relevant foreign or in EURO.
- 19.3.** If the Freight Forwarder owes foreign currency or has advanced foreign currency amounts, the Freight Forwarder is entitled to ask for payment in either the relevant foreign currency or in EURO. In the case of EURO, currency conversion shall be made on the day when the booking has been confirmed plus a one-off exchange rate risk surcharge which shall amount 5%, if not otherwise agreed.
- 19.4.** Payment according to a credit memo procedure must be expressly agreed. Irrespective of this, all credit memos are to be issued and paid immediately, upon completion of services.
- 20. Set-off, retention of the Customer**
- 20.1.** In the case of claims arising from the freight forwarding contract or associated non-contractual claims, set-off or retention or exercising a lien against the Freight Forwarder is only permitted when the claim is uncontested, ready for decision or legally established. If the Customer is entitled to set-off or retention, he may only exercise its rights to the extent of the counterclaim plus a reasonable surcharge of a maximum of 1/3 of the counterclaim. The exercise of a right to set-off or retention to which the Customer is entitled against the freight forwarder's claims arising from the freight contract is excluded with regard to the part of the counterclaim exceeding the amount of the counterclaim, also insofar as this concerns incorrect, excessive or insufficiently invoiced taxes, customs duties or other expenses. The Customer's right to demand a proper invoice remains unaffected.
- 20.2.** The Freight Forwarder is entitled to set-off or retention or to exercise a lien against any claims, regardless of its legal basis, the Customer may have against the Freight Forwarder arising from any other freight forwarding contract or from associated non-contractual claims concluded with the Customer.
- 20.3.** The Freight Forwarder is also entitled, without existence of reciprocity, to set-off claims against the Customer with claims of companies controlled by or affiliated with the Customer, insofar as the Customer holds more than 50% or more shares in this company (subsidiary), or is controlled by 50% or more of this company (parent company), or the parent company of the Customer holds 50% or more shares in a related company (sister company), but only if the affected company was or is a customer of the Freight Forwarder.
- 21. Lien and retention rights of the Freight Forwarder / defense of uncertainty**
- 21.1.** The Freight Forwarder is entitled to secure its demands arising from freight forwarding services provided according to the legally permitted regulations regarding lien and retention rights.
- 21.2.** Lien rights can be exercised according to the legally established provisions, providing:
- the threat and the required notifications about the lien exercise and the sale of the pledged items by the carrier shall be forwarded to the consignee,
  - the time limit of one month as specified in Section 1234 German Civil Code [BGB] is superseded by a time limit of two weeks.

- 21.3.** The Customer is entitled to prohibit the exercise of the lien by granting an equivalent security for its claims, such as a directly enforceable bank guarantee.
- 21.4.** Provided the preconditions are fulfilled, the Freight Forwarder is entitled to raise the defense uncertainty in accordance with Section 321 BGB. With regard to the Freight Forwarder's claims, the Freight Forwarder is entitled to raise the defense of uncertainty even though the claims arising from the contract have not yet become due. The Freight Forwarder may conclude that there is a lack of ability on the part of the Customer to justifiably raise the defense of uncertainty in particular, but not exclusively, if the Customer has not, or not properly, fulfilled due claims for remuneration, reimbursement of expenses or advance payments of the Freight Forwarder, including those arising from previous orders, unless the Customer in turn has justifiably exercised a right of lien or retention (Article 20.1).
- 22. Insurance of goods**
- 22.1.** The Freight Forwarder arranges the insurance of the goods (c. f. goods in transit or warehousing insurance) with an insurer of its choice, when the Customer assigns the Freight Forwarder to do so when placing the order. If, due to the nature of the goods to be insured, or for another reason, the Freight Forwarder is unable to purchase insurance, the Freight Forwarder will notify the Customer immediately.
- 22.2.** The Freight Forwarder is entitled, but not obliged, to arrange insurance for the goods, if this is in the interests of the Customer. The Freight Forwarder can assume that insurance is in the interests of the Customer, in particular when:
- the Freight Forwarder has arranged insurance for a previous freight forwarding contract for the same Customer,
  - the Customer has declared a value of the goods for the purpose of insurance.
- 22.3.** The assumption that insurance is in the interest of the Customer can be discounted, in particular if:
- the Customer has prohibited such action in writing,
  - the Customer is a Freight Forwarder, carrier or warehouse keeper.
- 22.4.** The Freight Forwarder must assess the type and scope of insurance in its sole discretion and purchase insurance cover at the usual market rates, unless instructed otherwise in text form by the Customer stating the amount insured and risks to be covered.
- 22.5.** In case the Freight Forwarder purchases an insurance for the benefit of the Customer, recovers a claim or acts otherwise on behalf of the Customer regarding carrying out insurance claims or general averages, the Freight Forwarder is entitled to a reasonable remuneration as agreed upon when concluding the contract and in the absence of a prior agreement according to local standards, otherwise, an appropriate remuneration, in addition to the compensation of its expenses.
- 23. Liability of the Freight Forwarder, Subrogation of claims of reimbursement**
- 23.1.** The Freight Forwarder is liable for damages according to the statutory provisions. However, the following provisions shall apply, in as much as they do not contradict mandatory regulations, in particular the law of pre-formulated terms and conditions.
- 23.2.** In all cases, where the Freight Forwarder is fault-based liable for losses or damages to the goods (Güterschaden) according to Article 24.3 and 25, the Freight Forwarder must only pay the value and reimburse the costs according to Sections 429, 430, 432 sentence 1 HGB instead of damage compensation.
- 23.3.** In case of inventory divergences, the Freight Forwarder is entitled to balance the inventory with positive stock balance differences and stock shortfall of the same Customer for value evaluation in cases as set out in Article 25.
- 23.4.** If the Freight Forwarder has claims against a third party in case of damages, for which the Freight Forwarder is not liable for, or in cases when the Freight Forwarder has claims exceeding the sum for which the Freight Forwarder is liable, the Freight Forwarder must subrogate such claims to the Customer upon request, unless the Freight Forwarder has a separate agreement to pursue claims on behalf and at the expense of the Customer. Sections 427, 509 HGB remain unaffected. The Freight Forwarder may refuse to assign or subrogate such claims, or to hand over documents and records and, further, may also refuse to handle the matter until the Freight Forwarder has been paid in full. This shall not apply in the event that the Customer has declared the set-off or exercise of the right of retention according to Article 20. Any delays and / or consequences resulting from the Freight Forwarders' justified refusal shall be for the Customer's account.
- 24. Liability limitations**
- 24.1.** Except in case of damages during pure carriage of goods by sea or ordered warehousing, the Freight Forwarder's liability for damages to goods is limited according to Section 431 (1), (2) and (4) HGB, to:
- 24.1.1.** 8.33 Special Drawing Rights (SDR) for every kg, whenever the Freight Forwarder is:
- 24.1.1.1. a carrier, as defined by Section 407 HGB,
  - 24.1.1.2. acting as principal (Spediteur im Selbsteintritt), fixed costs freight forwarder (Fixkostenspediteur) or consolidator (Sammelladungsspediteur), according to Sections 458 to 460 HGB or
  - 24.1.1.3. care, custody and control freight forwarder (Obhutsspediteur) according to Section 461 (1) HGB.
- 24.1.2.** Two instead of 8.33 SDR for every kg, whenever the Customer has agreed to a freight forwarding contract which is subject to a variety of transport means and includes carriage of goods by sea and an unknown damage place. In case of a known damage place, the liability according to section 452a HGB is subject to the liability exclusion and liability limitation of these GTC.
- 24.1.3.** Whenever Freight Forwarder's liability according to Article 24.1.1 exceeds an amount of 1,25 million Euros per damage case, this liability is furthermore limited to 1,25 million Euros per damage case, or to 2 SDR for every kg, whichever amount is higher.
- 24.2.** The liability of the Freight Forwarder for damages to the goods for freight forwarding contracts which are subject to pure carriage of goods by sea and cross-border transportation, is limited to the maximum statutory liability amount. Article 26 remains unaffected.

- 24.3.** For all cases out of the scope of Articles 24.1 and 24.2, such as Section 461 (2) HGB, 280 et seqq. BGB, the liability of the Freight Forwarder for damages to goods is limited according to Section 431 (1), (2) und (4) HGB to a maximum of:
- 24.3.1.** Two SDR per kg for freight forwarding contracts relating to pure carriage of goods by sea or a transportation by a variety of transport means, but including carriage of goods by sea,
- 24.3.2.** 8.33 SDR per kg for all other freight forwarding contracts.
- 24.3.3.** Furthermore, the Freight Forwarder's liability is limited to the maximum amount of 1,25 million Euros for each case of damage.
- 24.4.** The liability of the Freight Forwarder for all other damages than damages to the goods with the exception of damages during ordered warehousing or damages to personal injury or goods of third parties is limited to:
- 24.4.1.** three times the amount that would be payable for the loss of goods according to Articles 24.3.1 or 23.3.2. and, in addition,
- 24.4.2.** in the event of damage caused by a delay, of whatsoever nature, also to three times the amount owed for the cost of transport.
- 24.4.3.** Furthermore, the Freight Forwarder's liability is in any event limited for each case of damage to the maximum amount of 100,000 Euros.
- 24.4.4.** Sections 413 (2), 418 (6), 422 (3), 431 (3), 433, 445 (3), 446 (2), 487 (2), 491 (5), 520 (2), 521 (4), 523 HGB as well as any relevant liability provisions in international conventions shall remain unaffected.
- 24.5.** If Freight Forwarder's liability according to Articles 24.1, 24.3 and 24.4 exceeds the amount of 2,5 million Euros per damage event, then Freight Forwarder's liability is, irrespective of how many claims arise from a single damage event, further limited to a maximum amount of 2,5 million Euros per damage event or to 2 SDR per kg for lost or damaged goods, whichever amount is the higher. When there is more than one claimant, the Freight Forwarder's liability shall be proportionate to individual claims.
- 25. Liability limitations for ordered warehousing, inventories and declaration of value**
- 25.1.** In the case of ordered warehousing, the liability of the Freight Forwarder for damages to goods is limited to:
- 25.1.1.** 8.33 SDR for every kg corresponding to 431 (1), (2) and (4) HGB,
- 25.1.2.** a maximum of 25,000 Euros per damage case.
- 25.1.3.** 50,000 Euros per year, in cases where the damage claimed by the Customer bases, contrary to Article 25.1.2, on a difference between calculated stock and actual stock of the inventory, irrespective of the amount and type of inventory taking and the amount of damage cases causing the difference in inventory.
- 25.2.** Upon payment of an agreed supplement and prior to warehousing of goods, the Customer can specify a value in text form for an increased liability that differs from the maximum amounts stipulated in Article 24.1. In this case, the specified value replaces the relevant maximum amount.
- 25.3.** In case of warehousing upon instruction, the Freight Forwarder's liability for other damages, excluding damages to personal injury or goods of third parties, is limited to
- 25.3.1.** 25,000 Euros per case of damage and
- 25.3.2.** in so far as it relates to damages caused by a delay of any kind whatsoever, to 10 times the amount due for the storage of the goods for the period of delay.
- 25.4.** In case of warehousing upon instruction, but excluding personal injury or damages to goods of third parties, the Freight Forwarder's liability is always limited to 2,5 million Euros per damage event, irrespective of how many claims arise from a single damage event. When there is more than one claimant, the Freight Forwarder's liability shall be proportionate to individual claims. Article 25.2 remains unaffected.
- 26. Exclusion of liability for carriage of goods by sea and inland waterway transportation**
- 26.1.** In accordance with Section 512 (2) No. 1 HGB, it is agreed that: The Freight Forwarder in its position as carrier is not responsible for any fault or neglect on the part of its servants or of the ship's company, insofar as the corresponding damage was caused in the course of steering or otherwise operating the ship, or was caused by fire or explosion on board the ship and the measures taken were not predominantly for the benefit of the cargo.
- 26.2.** According to Article 25 (2) of the Convention de Budapest relative au contract de transport de marchandises en navigation intérieure (CMNI) it is agreed that the Freight Forwarder in its position as carrier or actual carrier is not liable for damages:
- 26.2.1.** caused by an act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or tower during navigation or in the formation or dissolution of a pushed or towed convoy, provided that the Freight Forwarder complied with the obligations set out for the crew in Article 3 (3) CMNI, unless the act or omission results from an intention to cause damage or from reckless conduct with the knowledge that such damage would probably result,
- 26.2.2.** caused by fire or an explosion on board the vessel, where it is not possible to prove that the fire or explosion resulted from a fault of the Freight Forwarder or the actual carrier or their servants or agents or a defect of the vessel,
- 26.2.3.** the defects existing prior to the voyage of his vessel or of a rented or chartered vessel if he can prove that such defects could not have been detected prior to the start of the voyage despite due diligence.
- 26.3.** Article 23.4 remains unaffected.
- 27. Non-contractual liability**
- In accordance with Sections 434, 436 HGB, the above mentioned liability exclusions and limitations also apply to non-contractual claims. Sections 413 (2), 418 (6), 422 (3), 431 (3), 433, 466, 487 (2), 491 (5), 520 (2), 521 (4), 523 HGB as well as relevant liability provisions in international conventions shall remain unaffected.

## **28. Qualified fault**

- 28.1.** Liability exclusions and limitations listed in Articles 23.2, 23.3, 24.3 and 24.4 in conjunction with 24.5, 25 as well as 27 do not apply when the damage has been caused by:
- 28.1.1.** intent or gross negligence of the Freight Forwarder or vicarious agents,
- 28.1.2.** infringement of material contractual obligations, whereby such claims are limited to predictable and typical damages, Material contractual obligations are defined as those that initially enable the contractually agreed fulfilment of the freight forwarding contract and on which the contracting partner is entitled to reasonably rely on.
- 28.2.** Divergent from Article 28.1.2, the liability limitations of Article 25.1 and 25.2 do not apply in case of gross negligent or intentional infringements of material contractual duties.
- 28.3.** Section 435 HGB remains applicable within the application of Article 24.1 in conjunction with Article 24.5 and, if a freight forwarding contract is subject to carriage of good by sea, Section 507 HGB within the application of 24.2.
- 28.4.** Article 28.1 is not applicable on statutory provisions, such as Article 25 Montreal Convention (MC), Article 36 Règles uniformes concernant le Contrat de transport international ferroviaire des marchandises (CIM) or Article 21 CMNI, which extend Freight Forwarder's liability or expand the imputation of fault of servants or third parties.

## **29. Liability for delay**

- 29.1.** Any dates and times given for the departure and arrival of any vessel(s) and/or other transport means and/or for the delivery of the goods are always to be understood as estimated dates and times, even if not specifically expressed.
- 29.2.** As far as the delay caused by the Freight Forwarder was the cause for a damage to and/or loss of the transported goods, the Freight Forwarder will be liable in accordance with the contractual and statutory regulations as well as in the amount of the above limitation of liability, in particular under Articles 24.4.2 and 24.4.3.
- 29.3.** The Freight Forwarder is not liable for damages caused by delay, if the delay is due to slight negligence (leichte Fahrlässigkeit) of the Freight Forwarder himself and/or his organs/executive employees and/or servants (Erfüllungsgehilfen und/oder Leute) and/or other persons he uses to perform the transport. This shall not apply in cases of delay damages to injury to life, body, health or freedom and/or if the delay damage is due to the non-observance/infringement of any of the Freight Forwarder's material contractual obligations (as defined above). However, in case of any non-observance/infringement of a material contractual obligation any claim is limited to the predictable and typical damage(s).
- 29.4.** The Freight Forwarder is not liable for damages caused by delay, if the delay is due to gross negligence (grobe Fahrlässigkeit) of the Freight Forwarder's servants (Erfüllungsgehilfen und/oder Leute) and/or other persons he uses to perform the transport. This shall not apply in cases of delay damage to injury to life, body, health or freedom and/or if the delay damage is due to the non-observance/infringement of any of the Freight Forwarder's material contractual obligations (as defined above). However, in case of any non-observance/infringement of a material contractual obligation, any claim is limited to the predictable and typical damage(s). However, the Freight Forwarder is liable for damages caused by delay, if the delay is due to gross negligence of the Freight Forwarder himself and/or his organs/executive employees.
- 29.5.** The Freight Forwarder is not liable for damages caused by delay, if the delay damage is due to fire or explosion on board the vessel carrying the goods and/or was caused in the course of steering or otherwise operating the vessel carrying the goods and the measures taken were not predominantly for the benefit of the cargo.
- 29.6.** The Freight Forwarder is liable for damage caused by delay, if the delay damage was caused by an act or omission of the Freight Forwarder himself and/or his organs/executive employees and/or servants (Erfüllungsgehilfen und/oder Leute) and/or other persons he uses to perform the transport, done with the intent (Vorsatz) to cause such damage, or recklessly and with knowledge that such damage would probably result.

## **30. Liability insurance of the Freight Forwarder**

- 30.1.** The Freight Forwarder is obliged to purchase and maintain liability insurance with an insurer of his choice that, as a minimum, covers the ordinary liability amounts of its freight forwarding liability according to the GTC and statutory provisions.
- 30.2.** The agreement of maximum insurance amounts per damage case, damage event and year is permitted as well as the agreement of reasonable deductibles for the Freight Forwarder.
- 30.3.** Upon request, the Freight Forwarder is obliged to provide evidence of the liability insurance and its validity. The presentation of an insurance confirmation in electronic form, especially on the online platform provided by the Freight Forwarder, is sufficient. Failure to provide such evidence within a reasonable time frame, or a lack of valid insurance cover, precludes the Freight Forwarder to plead on the liability regulations of the GTC in his dealings with the Customer.

## **31. Confidentiality, Compliance**

- 31.1.** Contractual parties are obliged to maintain confidentiality regarding all unpublished information marked as confidential and received during the execution of the freight forwarding contract. Information can only be used for the exclusive purpose of contract fulfilment. Information in the public domain or objectively not requiring secrecy for the other contracting party is excluded.
- 31.2.** Both contracting parties commit to carrying out their contractual duties and to act according to the legal regulations covering their business and to support and obey the principles of the United Nations Global Compact (UNGC), the United Nations Declaration of Human Rights, and the Declaration of the International Labour Organization regarding the 1998 Declaration on Fundamental Principles and Rights at Work, in accordance with national laws and customs. In particular, both parties will commit to:
- 31.2.1.** no child or forced labour

- 31.2.2.** comply to the relevant national laws and regulations regarding working hours, wages, salaries and, in particular, pay the statutory minimum wage, and to comply with any other obligations for employers,
- 31.2.3.** to comply to the current regulations on health and safety at work, and to provide a safe and healthy workplace to ensure the health of employees and to avoid accidents, injuries and work-related illness,
- 31.2.4.** prohibit all discrimination based on race, religion, disability, age, sexual orientation or sex,
- 31.2.5.** comply to international standards on corruption, such as those published in UNGC and to adhere to local anticorruption and bribery laws,
- 31.2.6.** adhere to all current environmental protection laws and regulations,
- 31.2.7.** engage its business partners and subcontractors according to the aforementioned principles.
- 31.3.** 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 other regulations validly adopted by competent authorities (hereinafter referred to as "Export Control Regulations"), in particular EU and UN export control directives and regulations. Each party represents and warrants that in the performance of its obligations under the contract, it complies and will 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 domestic transactions. The Customer is responsible for determining whether the goods are subject to export control regulations and for obtaining all necessary licences, approvals, permits and / or exemptions therefrom. The Customer will provide the Freight Forwarder with all relevant information that the Freight Forwarder may reasonably request in order to check compliance with export control regulations before providing the services owed. The Customer will indemnify the Freight Forwarder against any damage arising from any breach of the aforementioned warranties and obligations.
- 32. Processing of data and data protection; Credit agencies (Auskunfteien)**
- 32.1.** The processing of data and data protection are subject to the privacy policy published on the Freight Forwarder's website.
- 32.2.** For the purpose of deciding on the conclusion, execution, continuation or termination of the contract, the Freight Forwarder shall be entitled, within the scope of what is legally permissible, to check the risk of non-payment. For this purpose, the Freight Forwarder may use the services of credit agencies.
- 33. Termination of orders**
- 33.1.** In addition to the Freight Forwarder's other rights, the right to terminate the contract without notice for good cause shall remain unaffected. Good cause is deemed to exist in particular if
- 33.1.1.** the Customer is in default with two or more of the Freight Forwarder's due claims and the default continues for more than one week after receipt of a further request for payment and in which the Freight Forwarder has threatened or reserved the right to terminate the contract;
- 33.1.2.** the Freight Forwarder cannot reasonably be expected to continue the contract for any other reason concerning the other contracting party, taking into account the circumstances of the individual case and the interests of both parties, in particular if circumstances concerning the other contracting party lead to the expectation that this party will be permanently unable to fulfil its obligations under this contract,
- 33.1.3.** the Customer does not provide the Freight Forwarder with the information and documents provided for under Article 6.2 and/or 31.3 and/or is in breach of Article 31.3or
- 33.1.4.** the Customer has been in default with more than three or more of the Freight Forwarder's claims due within a period of 2 months.
- 34. Place of fulfilment, Jurisdiction and Applicable law**
- 34.1.** The legal relationship between the Freight Forwarder and Customer is governed exclusively by German law.
- 34.2.** The place of fulfilment for all involved parties is Hamburg, Germany.
- 34.3.** The place of jurisdiction for all disputes and all involved parties arising from the freight forwarding contract, an initial enquiry or are in relation to it, is Hamburg, Germany, in as far as all these parties are merchants. Claims against the Freight Forwarder are exclusively covered by this place of jurisdiction. Then, the aforementioned place of jurisdiction shall be deemed as an additional place of jurisdiction in case of Article 31 CMR and Article 46 § 1 CIM, but not in case of Article 39 CMR, Article 33 MC, Article 28 Convention for the Unification of certain rules relating to international carriage by air (WC).