General Conditions of Business for the Transportation in the area Air & Sea Logistics (GCs Air & Sea Logistics)

1. Basis

DACHSER Group SE & Co. KG and all its affiliated companies and subsidiaries – hereinafter referred to as "DACHSER" – shall organize their freight services of transporting in the area Air & Sea Logistics considering the requirements in compliance with the relevant legal provisions , including foreign trade and customs regulations, in particular with regard to valid embargoes on persons, countries or goods. As long as no obligatory legal provisions are applicable, such as for example the Hague-Visby rules, Warsaw Convention, the Montreal Convention or the CMR, then the General German Freight Forwarding Regulations 2017 (ADSp 2017) are deemed to be agreed. Explicit reference is made to the liability regulations set forth in the ADSp 2017 deviating from the legal provisions. The ADSp 2017 are available at any time at www.dachser.de/adsp and will be delivered by request.

For any services of which the place of execution is not in Germany and as long as no other mandatory legal regulations – such as Haague Visby Rules, the Warsaw Convention or the Montreal Convention or the CMR – are applicable or anything different is mutually agreed in the contract with Dachser, the FIATA Model Rules for Freight Forwarding Services (FIATA Model Rules), latest version, shall be agreed. The FIATA Model Rules are available at any time under http://www.dachser.com or will be provided on request. The Freight Forwarder's liability for any type of loss not mentioned in article 8.3.1 and 8.3.2 FIATA Model Rules shall not exceed the total amount of 50,000 SDR for each incident.

2. Transferral of Liability

For DACHSER the responsibility for the goods begins upon acceptance of the goods into it's custody. The driver acknowledges receipt of the amount and character of pieces and their external good condition.

3. Payment

Our freight forwarding invoices are to be settled immediately upon receipt. Delayed payment sets in at the latest 10 days after receipt of the invoice, without the necessity of a reminder or any other condition. In the event of delayed payment we will charge interest in accordance with legal conditions, which currently lie at 9% p.a. over the valid base lending rate from the European Central Bank.

4. Validity of the Agreements

The validity of the offer is stated on the offer document and is based on the relevant valid freights, tariffs and rates. The offer is always subject to changes. The offered prices do not include any tax and are based on the shipment data provided by the customer. In particular in cases of any changes of service requirements, of any shipment data, of any legal and/or fiscal basics (e.g. implementation of road charge) and in case of changes in any external non-influenceable cost factors DACHSER preserves its right to mutually adjust the prices.

The offer of DACHSER is based on the valid prices at the time of making the quotation. In case any of the third parties that are appointed by DACHSER, e.g. ocean carrier / airline, will change their prices after the date of the offer, we will reserve our right to adapt our offered prices accordingly. DACHSER handles shipments of dangerous goods only after prior consultation and the transfer of the necessary information. The freight rates offered do not include the shipping of dangerous goods unless this has been specially agreed upon prior to shipping.

The customer generally has to provide the goods value of the submitted shipment in the shipping order. In addition, the customer must inform the DACHSER branch responsible in writing about goods that are particularly valuable or have an inherent risk of theft (esp. pharmaceutical products, telecommunications or consumer electronics, EDP software, hardware, and accessories, tobacco, spirits, etc.), goods that have an actual value of more than EUR 50/kg, and shipments with a goods value of EUR 250,000 or more enough in advance of the collection (at least 1 working day) so that the DACHSER branch can decide how best to deliver the goods and can take steps to ensure that the transport proceeds safely and without damage. Cold- and heat-sensitive goods must be reported separately. Incomplete or incorrect information (esp. as regards monetary value) releases DACHSER from liability for any damage that occurs specifically as a result of the omission or inaccuracy (e.g. due to lack of safeguards).

In any case the customer has to specify in its order the name and the value of the goods. If no value is stated, the value shall be deemed to be at least EUR 10,000.

The commissioning of DACHSER with a simultaneous request to collect cash on delivery is excluded within the entire DACHSER network.

In the event that the customer is not the owner of the goods to be transported to a third country, he must inform DACHSER of this when placing the order. This obligation to notify DACHSER shall only apply if, in such a case, the customer is at the same time the recipient or payer of the freight under tax law.

5. Specific Conditions

5.1 Air carriage

Selection of flight times and the airline shall be a matter for us. The volume ratio shall apply on the basis 1:6. This means that 1 m³ corresponds to 167 kg of freight-liable weight. Costs that were not included in the offer and that were incurred by third parties only after the start of realisation in the course of the transport which cannot be influenced by DACHSER must be passed on as incurred.

Based on legal requirements (particularly Regulation (EC) No. 300/2008) it might be necessary in individual cases to complete additional security checks by Dachser or third parties before the dispatching of the customers goods – e.g. by manual control or visual inspection. By placing the transport order with Dachser the customer thereby also gives his explicit permission to any of such measures, so that the obtaining of a separate approval by the customer shall not be required. In this case the liability of Dachser for any damages caused by Dachser employees shall be limited to acts of willfull misconduct or gross negligence to be proven by the customer.

5.2 Marine freight

The marine freights stated represent a selection of shipping lines and their current transit times. We reserve the right to take further shipping lines into account to the extent that the aforementioned time frameworks and rate levels are not exceeded. All subsidiary fees/surcharges in marine freight are based on those at the time of the production of the quotation. Calculation shall be done at the surcharges applicable on the day of shipping (v.a.t.o.s.). Surcharges introduced by the shipping line and not stated here shall be charged to you as incurred.

Terms and conditions for validity of the rates are the existence of sufficient empty equipment in the loading port or sufficient space on the ship and the stated volume p.a.. We presuppose that you commission us with the complete handling as quoted. If you only make use of us in part areas, this quotation shall not be binding. If not stated to the contrary, all the prices shall only be valid for standard equipment.

Return of the empty container in the container depot of the country of consignment shall be by instruction of the shipping line at the freight payer's expense. The containers shall be returned swept out and free of smells.

Loose parcels loaded by marine freight shall be delivered to the consignee in an unchanged condition. If specific treatment of the units (e.g. palleting) in the port of receipt is required, this shall only be done against express, written commission by the freight payer. In order to enable unproblematic handling, we require not only a packing list and a trade invoice, but also 1/3 endorsed original bill of lading by post 5 working days before the arrival of the marine vessel in the port of unloading. Any demurrage, detention, quay storage

fees and all unforeseeable costs incurred have not been included in this quotation and shall be charged to you as incurred according to the subsidiary fee tariff to the extent not caused by DACHSER.

5.3 Priority Service FCL

The “Priority Service FCL“ provided by DACHSER solely includes the pure procurement of the ocean carrier´s product with regard to a preferred handling of the shipment´s loading by the ocean carrier. In this context DACHSER is explicitly not giving any guarantee, warranty or other confirmation – in particular concerning any transit times; in fact the service of DACHSER is exclusively limited to the pure procurement of the respective ocean carrier´s product The service depends on the actual availability of the respective product of the selected ocean carrier. The costs of the respective product will be charged to the customer in addition to the agreed freight charges. The liability of DACHSER is exclusively limited to the selection of the ocean carrier and the data transfer. In case the loadingis not carried out by the ocean carrier according to the respective product, DACHSER will refund to the customer the additional charge of the product to the exclusion of any other claims. At the same time DACHSER will assign any potential claims against the ocean carrier to the customer. The regulation stipulated in clause 6.4 shall apply accordingly.

5.4 Running times

Statements of delivery periods or other information on running time by the client shall not be binding as a matter of principle - even without express challenging on the part of DACHSER.

Liability for compliance with corresponding running times is expressly not assumed. All information on running time shall be understood as ETS (= expected time of shipment) or as ETA (= expected time of arrival). DACHSER additionally expressly reserves the right to use a means of transport or any other means of transport other than that originally stated.

5.5 Value added services (VAS)

Rendering of so-called value added services (services not customary for carriers) shall exclusively be on the basis of a separate written agreement. In cases of doubt and if nothing to the contrary has been expressly agreed, the provisions of the general terms and conditions of logistics-servcies providers (available at any time under www.dachser.com) shall apply for this.

5.6 Freight terms

Delivery terms according to Incoterms (respectively the latest version) are possible for air freight. The delivery term “FCA” is only possible with the specification of the place of departure and/or the airport of departure. In the event of missing or wrong specifications of the location the airport of departure is automatically deemed agreed upon. The delivery term “DAT” is only possible with the specification of the destination airport. In the event of missing or wrong specifications of the location the destination airport is automatically deemed agreed upon. The delivery term "DAP" is only possible with the specification of the place of destination (formerly: "DDU"). In the event of missing and/or wrong specifications of the location the place of destination is automatically deemed as agreed upon.

In the event of missing delivery terms the delivery term "CPT (destination airport)" is automatically deemed as agreed upon.

Delivery terms according to Incoterms (respectively the latest version) are possible for sea freight.

The delivery term “FCA” is only possible with the specification of the place of departure and/or the name and place (=shed) of the FOB-carrier. In the event of missing and/or wrong specifications of the location the place (=shed) of the FOB-carrier is automatically deemed as agreed upon. The delivery term “DAT” is only possible with the specification of the destination port and/or with the statement of an inland terminal. In the event of missing and/or wrong specifications of location the last terminal (inland terminal and/or port terminal) in the chain of transport is automatically deemed agreed upon. The delivery term "DAP" is only possible with the specification of the place of destination (formerly: "DDU"). In the event of missing and/or wrong specification of location the place of destination is automatically deemed agreed upon.

In the event of missing delivery terms the delivery term "CFR" (destination port) is automatically deemed as agreed upon.

6. Customs Consignments

Consignments intended for a third country must be accompanied by the statutorily required export documents and the import documents required for the importation into the respective third country.

Should the transport order also include customs clearance, the customer is obligated to submit to DACHSER all documents, records, and information necessary for carrying out the transport in due course prior to the delivery. DACHSER dispatches the shipment on working days during normal office hours. Should additional costs, interest, fees, fines, or damages arise because the customer has provided incomplete or incorrect information, or has provided information too late, the customer will indemnify DACHSER upon the first request for the full amount.

If the customer commissions its own customs agent, it is the sole responsibility of the customer to fulfill all legal obligations of the respective country in connection with the import and export of the goods. The customer shall indemnify DACHSER against any claims in this respect.

Consignments subject to customs control (e.g. consignment note T1/T2, TIR carnet, ATA carnet, bonded warehouse goods, inward processing goods etc.) can only be accepted with the prior agreement of the relevant DACHSER branch and subject to compliance with the customs provisions and foreign trade law.

The dispatch of goods, which are subject to specific trade policies and specific requirements indicated by customs and/or foreign trade law, and the dispatch of spirits and regulated goods is only possible following the prior agreement of the relevant DACHSER branch and subject to the condition that transport is excluded.

Shipments which are subject to the SENT declaration procedure (e.g. transports of oils, fats, tobacco products, etc.) from, to or through Poland are excluded, unless the customer and DACHSER have concluded a written agreement to the contrary. All additional costs resulting therefrom shall be borne by the customer.

The lead times can be longer in the case of customs consignments.

Any activities of an appointed customs agent are carried out on basis of the power of attorney signed by the customer. It is expressly pointed out that in some countries (such as Belgium, Netherlands) the originals of the documents which are necessary for the customs clearence will be kept by the customs agent. DACHSER is not liable for the return of said documents.

With regard to customs clearance, the following shall apply: Even if the customs clearance order is not placed with DACHSER by the customer himself but by the recipient, the customer shall remain obliged to pay any costs not paid to DACHSER by the recipient (such as import duties, customs clearance fees, official notices, other sovereign charges and levies) - for whatever reason - in full and immediately upon request to DACHSER.

7. Miscellaneous

7.1. DACHSER fulfils its obligations subject to the continuous compliance and adherence of all respective relevant national and international legal requirements and/or official demands concerning the security and traceability applicable for trade and/or the chain of transport (especially with respect to European and American embargo sanctions). Customer represents and warrants that all legal obligations relevant to its business – in particular: foreign trade and customs related regulations; all relevant embargos on goods/countries/persons – are known to the customer and complied with in full, without restrictions or reservations. In this respect, DACHSER shall assume that all consigned shipments have undergone any such due and necessary verification by customer.

7.2. DACHSER may choose the mode of transport. Any objection of Customer in regards to transportation via charter must be notified to DACHSER in writing at the latest at the time of the acceptance of offer. In case transportation takes place by charter, the following additional provision shall apply: To the fullest extent permitted by law the Customer shall fully indemnify, defend and hold DACHSER harmless from any and all claims (including third party claims), demands, liability, loss or damage of any kind including but not limited to damage to aircraft, land, personal injuries arising from or in connection to the transport and operation or delay of operation of aircraft. Customer shall indemnify DACHSER for all direct and indirect losses incurred as a result of Customer's fault or negligence of Customer. Costs arising due to governmental restrictions (e.g in regards to landing etc.) shall be borne by Customer.

7.3. As a result of all receivables due or not yet due that the customer has outstanding resulting from the above-mentioned activities, DACHSER has the right of seizure and retention in goods or other values that are within its power of disposal. If a payment deadline set by DACHSER with notice of intention to realize expires, DACHSER may freely sell the goods in question without further formalities.

7.4. For shipments to countries that require cargo security filing: In case DACHSER executes the necessary filing to the relevant customs authorities you as our contractual partner have to provide DACHSER in due time all necessary, correct and complete shipment data. You will indemnify and hold harmless DACHSER against all claims, penalties, losses or damages arising from delay or any inaccuracy of the given data. The same shall apply in case DACHSER will get the respective data not from you but directly from a third party being involved in your order.

7.5. The customer has to comply with all applicable legal provisions – in particular inter alia all legal requisites with respect to antitrust and competition law as well as requirements against corruption, fraud or any other criminal actions. The Customer has noted in this context the contents of the "DACHSER Code of Conduct for Business Partners" and expressly assures that it will respect the fundamental principles contained therein and orientate the services provided to the full extent, and obligate other employees and/or other third parties it engages for the provision of services. The "DACHSER Code of Conduct for Business Partners" is available for viewing at any time under https://www.dachser.com/downloads/Corporate/DACHSER_Code_of_Conduct_for_Business_Par.pdf or can be provided by DACHSER upon request.

DACHSER also expressly draws attention to the Customer's obligation to comply with the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG) and thus to observe the regulations within its supply chains with regard to human rights and environmental protection. DACHSER shall be fully indemnified by the Customer upon first demand against any damages arising from the Customer's failure to comply with respective applicable regulations such as acting with necessary due diligence in the supply chain.

7.6. DACHSER renders its services in accordance with the respective national data protection requirements applicable to the DACHSER branch that has been entrusted with the order and in compliance with the General Data Protection Regulation (EU) 2016/679 as amended (GDPR). DACHSER is not a processor in the sense defined in Germany's federal data protection act (BDSG) or the GDPR. Should DACHSER receive from the customer personal or other data, it is used exclusively for meeting DACHSER'S contractual obligations (e.g., transport, delivery, storage), unless otherwise agreed to in a separate agreement between the parties. In the process of meeting its contractual obligations, DACHSER may find it necessary to share personal data (e.g., with subcontractors, DACHSER subsidiaries, customs and other governmental authorities). Details on the use of personal data can be found in "Information in accordance with GDPR." The customer must confirm receipt of the "Information in accordance with GDPR" from DACHSER. This may also be viewed at www.dachser.com at any time. The customer similarly renders its contractual services in compliance with the GDPR and the respective national data protection requirements applicable to the DACHSER branch that has been entrusted with the order. In particular, the customer must ensure that DACHSER is permitted to use the personal data sent by the customer to the extent and for the purpose described above. This still applies even if the personal data is not collected directly from the party concerned. As a result, DACHSER can be sure of the legitimacy of the use of the shared personal data to the extent described above without having to conduct further reviews. The customer releases DACHSER from any claims asserted by third parties in connection with the use of data to the extent described above—especially from any claims resulting from domestic or international data protection laws or GDPR, as well as any other claims made by supervisory authorities.

7.7. DACHSER accepts no liability for possible consequences arising in connection with the withdrawal of Great Britain from the European Union (Brexit) with regard to the provision of services owed by DACHSER. Should the performance of the contract no longer be possible for DACHSER or only possible under modified conditions, DACHSER expressly reserves the right to make appropriate adjustments or to withdraw - even partially - from the contract. DACHSER shall not be liable for any direct or indirect damage incurred by the contractual partner in connection with Brexit. Contractual partner shall indemnify DACHSER against all costs and damages of any kind (including claims by third parties) incurred by DACHSER in connection with the Brexit to the full extent on first demand.

7.8. Neither party shall assume any liability for events of force majeure and their consequences. Both contracting parties shall be released from their contractual performance obligations for the duration of the disruption, insofar as they are prevented from fulfilling their obligations or this is made considerably more difficult by events of force majeure. Force majeure is an external event extrinsic to the company, which is unforeseeable according to human insight and experience, and which cannot be prevented, controlled or rendered harmless by economically acceptable means, even by extreme care which can reasonably be expected under the circumstances. In such a case, both parties shall make all commercially reasonable efforts to minimize the effects of the force majeure event.

For the avoidance of doubt, it is agreed that as such cases of force majeure shall qualify for example, riots, acts of war or terrorism, natural disasters, industrial action (strikes, lockouts, etc.), breakdowns or restrictions on electronic data exchange caused by third

parties, cybercrime by third parties, blocking of transport routes, the spreading and the existence of an epidemic or pandemic (e.g. Covid 19), as well as all measures taken or ordered by governmental bodies (e.g. government authorities) in connection with the above cases (e.g. to contain an epidemic or pandemic). DACHSER accepts no liability for possible consequences arising in connection herewith having effect on the provision of services owed by DACHSER (e.g. price quotations submitted for affected routes are subject to the reservation that the transport can be carried out without any changes or restriction).

Should the Force Majeure event continue to exists beyond six (6) weeks from the date of occurrence of the Force Majeure event then each contracting party is entitled to terminate the contractual relationship in adherence to a notice period of 14 days. This shall not apply in case DACHSER chooses to continue its services in accordance to following provision. prior to receipt of the effective termination.

7.9. The impact of an epidemic or pandemic on global supply chains may be very severe. Should the qualification of an epidemic or pandemic as a force majeure event be doubtful in any given case, the parties agree as follows:: Any circumstance in connection to an epidemic or pandemic as e.g. the Corona virus (including but not limited to the break-out, existance or spreading) which due to no fault of DACHSER may lead to a delay, inability to perform in part or in total or ability to perform only under changed circumstances, including but not limited to higher rates (e.g. due to increase of carrier rates, implemented fees, etc.) shall relieve DACHSER from his contractual obligations.. In deviation to any other applicable provisions, DACHSER shall under no circumstance be held liable for damages of any kind for circumstances in connection or in relation to the epidemic or pandemic (e.g. Corona Virus). However, should DACHSER chose to continue to fulfill his obligations in part or in full under any pandemic / corona virus related, changed circumstances, any additional costs shall be borne by customer in full.

7.10. The contractual relationship is based exclusively on the national laws and regulations at the place of the respective DACHSER branch that accepts the order. Place of jurisdiction and performance shall be agreed as the registered office of the issuing DACHSER branch insofar as it is a question of merchants.