DACHSER
Terms and Conditions of carriage for the "Global Sky Express" product

1. Introduction

1.1
DACHSER Group SE & Co. KG and all its affiliated companies and subsidiaries – hereinafter referred to as "DACHSER"- shall assume carriage orders for the GLOBAL SKY EXPRESS product according to the provisions of the following directives.

To the extent that nothing to the contrary results from the present terms of transport, the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) shall apply to carriage in Germany. 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 http://www.dachser.de/gtc and will be delivered by request.

As a matter of principle and to the extent not expressly agreed to the contrary, the regulations of the ADSp 2017 shall be replaced by the respective national carriers' terms in the event of carriage services by DACHSER within other countries.

1.2
If the final destination or an intermediate stop is in a country other than that of departure in air transport, the international air carriage conventions can be applicable. (In the sense of these terms, international air carriage convention means (i) the Convention of May 28, 1999, for Unification of certain Rules for international carriage by air (Montreal Convention) or (ii) the Convention for the Unification of certain rules in international carriage by air, signed in Warsaw on October 12, 1929 or (iii) these conventions amended or supplemented by a protocol or a supplementary agreement.

Further, international carriage can be subject to the directives of the Convention on the Contract for the International Carriage of Goods by Road ("CMR") signed in Geneva on May 19, 1956.

The international air carriage conventions and the CMR regulate and limit the liability of the carrier in the event of loss, damage or delay of the goods.

1.3
Consignments can be transported via all intermediate stops which DACHSER considers suitable. DACHSER shall be entitled to commission sub-contractors, for which the present terms shall equally be applicable.

1.4
In the present terms, "waybill" shall mean an individual DACHSER dispatch order/waybill or the goods documented on a dispatch docket under the same date, the same consignee's address and kind of service.
All parcels under one waybill shall be regarded as a single consignment.

2. Scope of service

To the extent that no specific services are agreed, the service provided by DACHSER shall be limited to collection, transport, customs clearance (if necessary) and delivery of the consignment.

To make the short duration of carriage and the low carriage fees required by the consigner possible, the consignments shall be transported in the course of collective transport. With the selection of the kind of carriage, the consigner accepts that the same care as for an individual carriage cannot be guaranteed due to mass transport (cf. for Germany § 449 sub-section 1 sentence 1 and sub-section 2 sentence 1 German Commercial Code).

A control of the transport route by incoming and outgoing controls at the individual transhipment points within the DACHSER system and its vicarious agents is not a part of the agreed service.

Taking the kind and value of the goods into account, the consigner should make use of the possibility of having transport insurance concluded via DACHSER.

3. Limitations of carriage

3.1
DACHSER does not carry any goods ruled out from transport according to the provisions of the following sub-sections (i) to (iv).

(i)
Parcels may not weigh more than 70 kg or have a length of more than 270 cm or a length and circumference of together more than 400 cm.

(ii)
The value of a parcel may not exceed the equivalent of 50 000 USD in the local currency in question. In addition, the value of jewellery or watches in a parcel may not exceed the equivalent of 500 USD in the local currency in question.

(iii)
Parcels may not contain the following articles ruled out from transport, in particular goods of extraordinarily high value, works of art, antiques, precious stones, stamps, unique articles, gold or silver, money, prepaid cards or negotiable securities (in particular cheques, bills, securities, savings books, share certificates or other securities), goods for military purposes and also hazardous goods.

(iv)
Parcels may not contain goods which could jeopardise man or animals or a means of transport or which could contaminate or damage other goods transported by DACHSER in any other way or the transport, import or export of which has been banned according to valid law.

The consigner shall be responsible for the correctness and completeness of the information on the waybill and shall ensure that sufficient contact data about the consigner and the consignee of the parcel have been stated on all parcels and that they have been packed, marked and labelled, their contents have been described and classified and the accompanying documents in question have been enclosed in such a way that they are suitable for transport and fulfil the requirements of the tariff tables and valid law.

The consigner declares that it has packed, closed and secured the consignments provided for transport against access by unauthorised parties itself or by third parties commissioned by and known to it until hand-over to DACHSER.

3.2
Perishable and temperature-sensitive goods shall be accepted for carriage at the consigner's risk. DACHSER shall not provide any special treatment for such parcels.

3.3
Rejection and cessation of carriage

(i)
If a parcel fails to fulfil one of the above limitations or terms, DACHSER can reject carriage of the parcel in question (or a consignment to which it belongs) and cease delivery if carriage has already commenced.

(ii)
DACHSER can also cease carriage if service is not possible at the third attempt, if the consignee rejects acceptance, if DACHSER cannot implement service due to a faulty address (despite suitable

efforts to find the correct address) or if the correct address is in a different country or if the due amount cannot be collected from the consignee upon delivery.

(iii)
In cessation of carriage, DACHSER shall at its own discretion be entitled to return to sender.

3.4
The consigner shall be responsible for payment of all costs incurred by such a cessation of carriage, in particular forwarding, disposal, return, storage or administration costs and, if applicable, all customs and taxes. In none of these cases shall transport costs of any kind be reimbursed by DACHSER.

3.5
Excluded goods may only be handed over by the consigner if a specific written agreement has been made beforehand. If excluded goods are handed over without a prior written specific agreement,

the consigner shall be liable for damage caused to such goods, to other parties' goods, means of transport and/or persons and shall hold DACHSER harmless. DACHSER shall not be responsible for examining goods with a view to exclusion from carriage.

DACHSER shall not be liable for loss of or damage to goods handed over for transport in breach of the ban on carriage.

3.6
If the consigner or any other entitled party cannot be determined even after opening and delivery cannot be reasonably expected in any other way, DACHSER shall be entitled to sell the consignment after the expiry of 6 weeks.

The yield from the sale shall accrue to DACHSER if it is not proven that it exceeds the expenditure incurred by DACHSER. DACHSER can destroy goods which cannot be exploited.

3.7
DACHSER reserves the right to open and to examine consignments within the framework of the legal directives, but shall not be obliged to do so. In the course of the examination, radiography of the consignments with X-rays shall also be possible. This can lead to damage to radiation-sensitive goods, even in proper implementation.

3.8
DACHSER's obligations resulting from the contractual relationship shall be subject to permanent compliance with and observation of the national and international statutory requirements and sovereign demands with a view to safety and traceability of trade and/or the transport chain (in particular taking the European and American embargo measures into due account). The customer expressly affirms that all legal obligations relevant to its business – in particular: foreign trade- and customs-related regulations; all relevant embargoes on goods/countries/persons – are known to it and complied with in full, without restrictions or reservations. In this respect, DACHSER can assume that all shipments entrusted to it have undergone due verification by the customer.

3.9
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.

4. Interruption of service
DACHSER shall not be liable for interruptions or disturbances of the services, the cause of which are not in the sole sphere of responsibility of DACHSER. Examples of this are disturbances of

the transport routes in the air or on land (e.g. due to specific weather conditions), fire, flooding, war, animosities and public

unrests, actions or state or other authorities and industrial disputes and obligations (be it on the part of DACHSER, its representatives, sub-contractors or third parties).

5. Liability
5.1
To the extent that mandatory national or international law applies, DACHSER's liability shall be regulated and limited according to the present terms. In international air carriage, the limitations of the Warsaw Convention shall apply, to the extent that the Montreal Convention is not relevant.

5.2
For parcel services, with regard to liability, interfaces, claims settlement and statute of limitation, the general terms and conditions of the contracted parcel service provider are explicitly agreed between DACHSER and consignor. Upon consignor's request DACHSER shall forward the respective valid General Terms and Conditions of the parcel service provider used in the specific case.

5.3
If the party with a claim (or an entity from which it derives its right to a claim) causes or contributes to the origination of the damage, the liability to be assumed by DACHSER can be reduced or cancelled.

5.4
In dispatch as an insured parcel, the liability limit according to Section 5.2 shall be increased by correct declaration of the value of the consignment and payment of a surcharge on the declared value.

In no case may the values set in sub-section 3.1 (ii) be exceeded. By refraining from a declaration of value or conclusion of transport insurance by DACHSER, the consigner declares that its interest in the goods does not exceed the basic liability stated in sub-section 5.2.

5.5
To the extent legally admissible, DACHSER shall not be liable for indirect or consequential damage, e.g. purely economic losses, reduction of profits, loss of business opportunities or losses of turnover as well as expenditure for substitute performance.

DACHSER's liability for damage by examination of a consignment pursuant to sub-section 3.6 has been ruled out.

DACHSER shall not be liable for damage or loss if this is to be put down to defects in the packaging used by the consigner and also not for damage to the packaging or loss of the same.

5.6. Force Majeure

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.

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.

6. Data Protection

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. Miscellaneous

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.

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.

8. Place of jurisdiction
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.