DACHSER

General Conditions of Business for the Transportation in the area of Food Logistics (GCs Food Logistics)

1. Basis upon which Services are rendered

DACHSER Group SE & Co. KG and all its affiliated companies and subsidiaries – hereinafter referred to as "DACHSER" – shall organize their freight services of transporting of food and food-compatible products by road 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, and additionally on the basis of the German Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) and any regulations which compulsorily apply in the European lorry sector (e.g. the Convention on the Contract for the International Carriage of Goods by Road, "CMR"). The requirements of the Regulation (EC) Nr. 178/2002, Regulation (EC) Nr. 852/2004 and Regulation (EC) Nr. 853/2004 shall be observed in providing the services in the area of Food Logistics.

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.

The ADSp 2017 are substituted by the respective national Freight Forwarder`s Terms and Conditions in cases of transports by DACHSER within other States.

In addition to the respective applicable national laws and regulations as well as the national General Freight Forwarders Standard Terms and Conditions the following product-specific General Conditions of Business for the Transportation in the area of Food Logistics shall apply.

2. Scope of Services

The range of services in the Food Logistics division comprises the transportation of foodstuffs and of products which can be transported with foodstuffs and shall in each case conform to the DACHSER product which the customer selects. The DACHSER branch will, if required, tell the customer the respective lead time details of each product and the applicable product most suited to customer and the country / island of destination. Services which do not fall within the product line offered can only be rendered upon request and with the agreement of the relevant DACHSER branch. Services regarding private customers shall be generally excluded.

Within this range, the field of temperature-controlled goods comprises the transportation of goods within a temperature range of +2°C to +7°C. Any liability for alternative temperature requirements given on the shipping documents and/or on the goods themselves is expressly excluded; this also applies when no explicit contradiction occurs. Provided that it is legally permissible, transportation in other temperature ranges is possible subject to a separate written agreement. Compliance with the aforementioned temperature ranges requires that the goods handed over to DACHSER have a core temperature 2°C below the temperature at which they should be delivered. When the goods are handed over, the client shall allow DACHSER to make an appropriate inspection of a random sample through a contact measurement using suitable technical means and to enter the result of the test in the hand-over temperature log and/or shipping documents. Should such a test not be possible when the goods are handed over, any damages arising from partial or total non-compliance with the temperature requirements are deemed not to have been caused by DACHSER, and DACHSER is not liable in this case.

As long as the customer is not giving any order to DACHSER concerning the required temperatur during the transport- and/or at the delivery and even on the packing of the shipment is not given any information DACHSER is allowed to transport / deliver the shipment according to any legal requirements but differing from the above mentioned tempearture range in a method that is deemed to be appropriate for the said goods or typically required by the consignee.

Unless there is concrete evidence of a culpable contravention by DACHSER of the agreed delivery deadline and/or temperature requirements, no claims for the minimum shelf-life of a product being reduced shall be valid, either as a claim for damage to goods or as a claim for financial loss.

The consignor/recipient must be ready to take delivery during normal local acceptance/delivery times. The prerequisite for the

compliance of the agreed delivery time is that there was an exact definition of the time of acceptance of the goods. The recipient must ensure that the consignment is received immediately without delay. The lead time stated assumes normal traffic and weather conditions. Force majeure of any kind (strike, lock-out, governmental obstacles such as security measures of any kind, smog alarm, compliance with statutory/governmental regulations in relation to the price of goods and procurement of the goods) release DACHSER from the lead time stated and other services connected with the various products offered. There is no obligation to deliver and forward goods on Saturdays, Sundays and on (state, regional and local) public holidaysunless the transport is agreed with the relevant DACHSER branch and/or according to the respective product. The customer must provide information on any delivery restrictions, such as, for example, in areas where there are traffic calming measures or the necessity of a tail-lift.

The lead time stated of the product lines offered or such statements of a DACHSER-branch in no case represent a guarantied delivery time. A possible compensation is in any case limited to three times the amount of the original freight costs.

Any time slots for the delivery at night or in the morning given by the consignee are automatically extending the delivery time of the chosen product for one additional working day.

The obligation of delivery is only binding to the time of the handing over to a third party provider that is neutrally specified, such as an Forwarder on Islands or at exhibitions. In such cases DACHSER will inform the customer separately.

Goods classed as dangerous under the ADR are fundamentally excluded from acceptance for transportation in the Food Logistics division. An exception may apply for so-called “minimal amounts”, whose acceptance for transportation is subject to an individual test in advance in accordance with Regulation (EC) No. 852/2004 Art. 5 with written clearance from the quality management section of the DACHSER branch responsible for that client and from the DACHSER central office.

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 acceptance of the following goods for transportation in the Food Logistics division is fundamentally ruled out:

- Goods whose legal temperature requirements do not comply with, or are incompatible with, the temperature range stated in figure 2.

  and/or

- Products with a potentially negative effect on other goods being transported (e.g. smell, taste, contamination by pests or bacteria)

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).

3. Readiness for Dispatch

The character of the good, details concerning temperature, number of parcels, weight, dimensions as well as the country and the exact address of consignee including the post code must be stated in good time. The notification will depend on the respective agreement with the DACHSER branch responsible for the customer.

Collections and customer deliveries and the readiness for acceptance of all notified consignments shall be in accordance with the individual agreement with the DACHSER branch responsible for the customer.

Any non-compliance with these requirements shall release DACHSER from the lead times stated.

4. Packages / Packaging

The consignments handed over to DACHSER must be packaged in a manner which is suitable for the contents and for transportation and such that the special nature of the goods and the requirements of groupage freight are adequately taken into account (in particular suitable for use in food and hygienic).

As set forth in the respective legal regulations, packing material / packaging are deemed to be a part of the consignment, i.e. the weight of the packaging is to be added to the weight of the consignment (= gross weight/filling weight). Packaging materials will be exchanged back-to-back and against payment of a charge upon request. In particular a potential damage of other goods has to be excluded.

The dimensions must be stated on the forwarding order. The respective DACHSER branch will tell customer the minimum weight per m3 and loading metre. The height of any shipment is limited to 2,20 m.

The packages have to be clearly and durably marked by the customer to facilitate their proper handling. The customer has to use and to affix the bar code used by DACHSER on the respective shipping unit.

DACHSER only accepts returned goods on the basis of a specifically issued shipping contract and only on the condition that, due to correct wrapping and packaging, the possibility of other goods being compromised, particularly in respect of food law requirements or other relevant laws and regulations, can be ruled out. The client is responsible for ensuring that no returned goods are handed over to DACHSER outside the agreed temperature range or in a spoiled and/or disgusting condition and for ensuring, through appropriate wrapping and packaging, that other products cannot be negatively influenced.

If, contrary to agreement, mandatory-tracing packaging material is not immediately exchanged at the consignee due to reasons for which DACHSER is not responsible for, DACHSER reserves the right to hold customer liable for any damages resulting from this.

The customer himself is obliged to check and ensure in advance the possibility of exchange of the used packaging material at the respective place of destination and/or consignee.

In case of the assignment of an service provider for packaging materials the following shall apply:

CUSTOMER – being the contractual partner of DACHSER – shall be responsible for the contractual execution of the agreed changing of packaging material at the place of delivery/of departure. In this context the CUSTOMER has to inform DACHSER if its nominated consignee/consignor does collaborate with an external service provider for packaging material. In case the CUSTOMER does inform DACHSER positively, then DACHSER shall be exempt from its duty of changing the packaging material unless the CUSTOMER is confirming a costs absorption in writing for all of the additional costs incurred by DACHSER. In case of no information and DACHSER will be effectively confronted with a service provider for packaging material by the consignee/consignor, the CUSTOMER will bear and immediately pay all of the additional costs incurred by DACHSER. The same shall apply in case there does exist such a partnership between consignee/consignor and a service provider contrary to the information of the CUSTOMER. Irrespectively thereof, DACHSER does – in each of such cases and to the exclusion of any claim for damages of CUSTOMER – reserve the right of not changing the mandatory-tracing packaging material.

The CUSTOMER has to guarantee the unobstructed acceptance of the returned packaging materials at the original place of departure.

5. Dispatch Forms

The respective product must be stated in writing or in electronical form on the forwarding order placed with DACHSER or on any other kind of order placed. If this condition is not met, the goods will be handled and delivered without specific lead time. Any special costs which may ensue shall be borne by the customer.

Incomplete dispatch details release DACHSER from the warranty.

When dangerous goods are delivered pursuant to Clause 2, the forwarding order must contain the details prescribed by the relevant legal regulations and the required classification. In addition the requisite transport emergency card specific to the material concerned must be enclosed (country of departure, transit-countries, country of receipt).

The customer acknowledges and gives consent for DACHSER to make available the delivery notes provided by the customer to the respective recipient in printed or in digital form if preferred. In this case, the data in question will be deleted from the DACHSER archive system following a period of no more than 10 calendar days after the delivery actually takes place.

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 clearance 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. Rules governing Freight and Charges

Orders shall be placed by means of a forwarding order or electronical data transfer to DACHSER in compliance with Clause 5.

Exclusive modes of freight payment are "carriage paid", "carriage forward" and "carriage paid to frontier". If the mode of freight payment is not stated or in case of a differing declaration, the mode of freight payment "carriage paid" shall automatically be deemed to be agreed.

Any changes to the mode of freight payment will only be accepted if timely written notification is given (by the time DACHSER's direct custody ends).

The carriage charges from door to door shall be calculated in accordance with the current offer by the DACHSER branch.

The respective payment modalities must be agreed between DACHSER and the customer in accordance with the terms of the order placed.

Invoices are payable immediately following receipt. There shall automatically be deemed to be a default in payment 10 days after the due date at the latest. In the event of any default of payment we shall charge default interest in accordance with the statutory provisions.

The validity of the prices is specified in the offer and is based on the shipping costs, rates, and exchange rates currently in effect. DACHSER expressly reserves the right to make changes. The quoted prices do not include sales tax and are based on the shipment structure data provided by the customer. Especially if there is an extension to the services required of DACHSER, changes to the shipment structure data or to the underlying legal and taxation conditions (e.g., the introduction of a truck toll), or changes to external cost factors, DACHSER will make the corresponding price adjustments in coordination with the customer.

If no details are stated, bulky goods shall be charged at the minimum weight as specified by DACHSER, see clause 4.

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.

Customer has to ask the DACHSER branch for any additional charges.

Should a specific time or time slot for the provision of a vehicle for road transport be agreed upon or be indicated by the freight forwarder, and if there is no objection from the customer, shipper, or consignee, then the loading or unloading time for full loads (excepting bulk cargo) for vehicles with a permissible total weight of 40 metric tons shall in all cases be 2 hours maximum for loading and/or unloading, independent of the number of shipments per loading/unloading site. For vehicles with a lower total weight, these times are reduced by a proportional amount on a case-by-case basis. For partial loads, the loading and unloading times are reduced as they are for vehicles with a lower total weight, independent of the permissible total weight of the vehicle in question. This principle also applies in cases for which there is no booking or other agreement (including with the consignee) regarding a time or time slot for a delivery or pickup, or in which despite the booking the vehicle is provided too late, but still within the normal operating hours of the consignee and/or the delivery/pickup/unloading site.

All activities during loading/unloading that at the customer's behest go beyond the contractor's legal obligation or beyond the delivery of goods near the loading bay by the contractor are subject to special fees.

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.

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.

8. Miscellaneous

The above mentioned regulations are valid for and applicable to all methods of ordering and shall apply to both parties in the version applicable at the time the order is placed. By placing an order the customer acknowledges the validity of these terms and conditions..

8.1. 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.

8.2. 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.

8.3. 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-services providers (available at any time at www.dachser.com) shall apply for this.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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. The contractual relationship is based exclusively on the national laws and regulations at the place of the respective DACHSER branch that accepts the order.

8.8. To the extent that the services under Clauses 1 and 2 are rendered using EDI, DACHSER's "IT General Conditions" shall apply in addition.

8.9. The place where the DACHSER branch which accepts the order has its registered office shall be deemed to be the place of performance and the place of jurisdiction provided the parties concerned are merchants ("Kaufleute").