

General Terms and Conditions for Freight Forwarding Contracts (Allgemeine Vertragsbedingungen für Verkehrsverträge (AVB))

1 Scope / Component parts of the Contract

- 1.1 The following General Terms and Conditions apply to all contracts awarded by Deutsche Post AG and its affiliated companies, hereinafter referred to as "Customer", for the carriage of goods in domestic and international road transport.
- 1.2 The component parts of the contract, in the order of precedence given below, are:
- 1.2.1 the individual order,
 - 1.2.2 any supplementary agreements made such as master agreements, written undertakings or service specifications,
 - 1.2.3 the **General Terms and Conditions for freight forwarding contracts** (this document),
 - 1.2.4 the Supplier Code of Conduct of Deutsche Post AG- latest version- which is available under <https://www.dpdhl.com/de/ueberuns/verhaltenskodex-fuer-mitarbeiter/verhaltenskodex-fuer-lieferanten.htm>
 - 1.2.5 the ADSp 2017.
- 1.3 The application of the Contractor's different standard terms and conditions, is excluded. In other respects, the provisions on carrier business (Sections 407 et seq. of the German Commercial Code – HGB) will apply, as will the conditions of the Convention on the Contract for International Carriage of Goods by Road (CMR) for cross- border transport.

2 Contractor's services

- 2.1 The subject of the order are services of freight forwarding contracts according to no. 1.14 ADSp 2017.
- 2.2 The Contractor will in particular ensure that the goods are accepted on time within the agreed time window at the loading point, carried and delivered on time, and free from loss and damage, to the recipient at the destination. It will notify the Customer – using the emergency call numbers if informed of such by the Customer – immediately (but as a general rule latest within 30 minutes) of hindrances to take-over, carriage and delivery and of any delays which become apparent, of deviations from the order issued (such as quantity deviations, damage) and of all other interference with and threats to transport, especially environmental damages, including when these are the result of an unavoidable event or an Act of God, and will seek the instructions of the former. In the event of an accident, fire or theft, the local police authorities must always be notified.
- 2.3 In the absence of an agreement to the contrary in the individual instance, the Contractor will assume responsibility for the loading and unloading of the goods (loading in a manner that ensures safe and secure transport of the goods and operation of the vehicle), securing of these on the vehicle, and adequate supervision. If, in the absence of such an agreement, loading is performed by the Customer in individual cases, the latter will be acting in the capacity of the Contractor's vicarious agent.

3 Use of subcontractors

If the Contractor does not perform the contractually agreed services itself, but instructs a third party (sub- contracted carrier, executing carrier) to perform the service, it will use appropriate agreements with the third party and existing controls to ensure that this third party comply with the statutory and contractual obligations of the Contractor, in particular the provisions of figures 5 and 9 of these AVB. The Contractor is obligated to pay compensation for any damages incurred by the Customer through the violation of the obligations of this paragraph. Third tier subcontracting is strictly prohibited.

4 Vehicles used

- 4.1 The Contractor will only use vehicles that are in a technically sound, clean and roadworthy condition, have a dry and odour neutral loading space and undergo repair and maintenance at the legally required intervals and/or the intervals recommended by the manufacturer. In principle, only vehicles that comply with the current standards, in particular the current European emission standards, should be used. Only vehicles that offer protection against climatic influences and that are fitted with the required loading safety devices, so that the goods are protected at all times against loss and damage, and in particular against access by unauthorized persons, shall be used.
- 4.2 The vehicles must be fitted with a communication device (car phone, mobile, etc.) during the time the order is being executed that is permanently on stand-by; the Contractor will inform the Customer of the current telephone numbers at any time. The driver must be accessible by phone at all times.

5 Other obligations of the Contractor

- 5.1 The Contractor will warrant that it holds the necessary permits and authorizations (e.g. Community license/EU license, third country license, CEMT license, Swiss license). In the event of subcontracting of the services pursuant to Clause 3, the Contractor shall be obliged to check whether the subcontractor has the permits and authorizations referred to in sentence 1 of Clause 5.1 before commissioning the subcontractor and shall submit these to the Customer upon request.
- 5.2 The Contractor will immediately notify the Customer of the loss or refusal of a necessary permit. Moreover, the Contractor will present the Customer, at its request, with an extract from the commercial register and/or proof of registration of a business as well as a current police clearance certificate for itself or for its executive bodies and for any vicarious agents it uses. The Contractor assures that there are no entries due to property or traffic offenses as well as relevant offenses against the narcotics law in the aforementioned police certificates. The Contractor shall only deploy employees who have the required driver's license and the required qualification for professional drivers..
- 5.3 The Contractor will guarantee that it and its sub- contractors – where applicable – comply with the regulations of the German act on strengthening collective bargaining autonomy (Tarifautonomiegesetz), in particular with the duty to pay minimum wages as defined in the German Minimum Wage Act (Mindestlohngesetz). The Contractor assures that it has not been sanctioned in the past by a public authority or a court as a result of violations of these or other legal obligations (where already applicable to the Contractor) in the area of payment of wages, and in particular that it has never been excluded from public contracts in this context. The Contractor will notify the Customer immediately if such violations or exclusions occur during the term of contract. The Contractor will also conclude identical or at least analogous agreements with its sub-contractors (sub-contracted carriers) and will pay them remunerations that allow them to pay their employees the minimum wage.

- 5.4 The Contractor will grant the Customer the right to check at any time compliance with all applicable statutory provisions; the Customer may carry out these checks itself or have them carried out by a third party on its behalf. The Contractor will assist in these checks and work closely with the Customer or the third party appointed by the Customer. The Contractor will provide documentary evidence of compliance with the applicable legal provisions upon request, in particular by submitting a so-called certificate of non-objection (Unbedenklichkeitsbescheinigung) from the social insurance institution and an excerpt from the central commercial register as well as information from its tax accountant. If, due to requirements imposed by the Customer, the Contractor runs the risk of non-compliance with these legal obligations, in particular with the driving and rest hours, it will bring this fact immediately to the Customer's attention in writing.
- 5.5 The Contractor is obliged to comply with applicable law. Contractor confirms to have read and understood the retrievable Supplier Code of Conduct for Suppliers (SCoC) of Deutsche Post DHL on <https://www.dpdhl.com/de/ueber-uns/verhaltenskodex-fuer-mitarbeiter/verhaltenskodex-fuer-lieferanten.html> and undertakes to comply with this SCoC in its currently valid version. The Contractor shall train its employees to ensure compliance with this SCoC. The Contractor shall permit DHL or an auditor appointed by DHL to conduct so-called compliance audits on its premises in the event that DHL has reason to believe that the Contractor has committed material misconduct in complying with the SCoC and, in addition, at reasonable intervals irrespective of the cause. DHL shall give reasonable notice of such. The Contractor shall support DHL or the auditor in compliance audits to an appropriate extent. At the request of DHL, the contractor shall undergo a compliance audit (third party due diligence). The contractor shall conduct appropriate risk analyses as required by law to identify human rights and environmental risks and tolerate and appropriately support such risk analyses by DHL. The Contractor shall regularly inform DHL about any violations and risks in the supply chain identified by it and the measures taken in this regard. DHL has established a complaints procedure that is also accessible to employees of the contractor. Details are available at www.dpdhlcompliance.com. The Contractor shall pass on instructions received from DHL regarding accessibility, responsibility and the implementation of the complaints procedure to its employees in an appropriate manner. The contractor is prohibited from discriminating against or penalizing employees on the basis of a complaint. The Contractor shall conclude with its subcontractor - insofar as applicable - agreements that are identical or at least mutatis mutandis.
- 5.6 The Contractor will adhere strictly to the relevant provisions on the transport of hazardous goods. In the event that hazardous goods have to be carried it will, where necessary, use only personnel and vehicles that have an ADR certificate or are equipped to carry hazardous goods in accordance with the regulations for the carriage of hazardous goods by road and rail (GGVSE). The Contractor will, if necessary, ensure that the required protective clothing is worn.
- 5.7 Persons who have previous convictions for offenses against property, in particular for theft, embezzlement and robbery, or for traffic offenses, must not be employed under any circumstances to perform the services under the respective contract. The vicarious agents must be well groomed when they meet clients, the Customer's employees and the public, and shall have good knowledge of German or English if possible.
- 5.8 The Contractor will carry the documents in accordance with Sections 5.1 to 5.4, which must not be shrink-wrapped or covered in a similar way by a protective film, with the exception of the clearance certificate, and all other legally required papers on each journey and on request hand them over to the Customer, or a third party acting on its behalf, for checking whenever an inspection is performed. Moreover, the Contractor will authorize the Customer, and any third parties commissioned by the Customer, to perform vehicle checks at any time. The Contractor will issue corresponding general instructions to its personnel. If faults are determined in the course of checking the documents, the vehicle or the vicarious agents, the Customer can refuse to have the vehicle loaded and demand the immediate furnishing of a vicarious agent or vehicle that meets the requirements of this Agreement or terminate the carriage contract with immediate effect. The Contractor is obligated to pay compensation for any damages incurred by the Customer through the violation of the obligations of this paragraph.
- 5.9 The Contractor will strictly adhere to the patent rights, utility model rights, trademark protection and all other rights of the Customer and its affiliates to protect the authorship, in particular in terms of dealing with its logo, brands, clothing, etc. and will avoid any impairment or improper use.
- 5.10 The Contractor will confirm in writing the acceptance of resources provided to it by the Customer (e.g. means of transport, hand scanners) and any other objects. It will carry or use these items for contractually agreed purposes only. The Contractor will carefully manage the items handed over to it and protect them against loss and damage. It will return these items to the Customer on request at any time, but at the latest by the end of the Contract, in impeccable condition. Means of transport (swap bodies, roll containers, etc.) are to be immediately returned to the Customer upon completion of the respective transportation for which they were used.
- 5.11 The Contractor confirms that it will observe all applicable export control laws and regulations and will not maintain any relationships with persons or organizations subject to restrictive economic measures by relevant national governments or international organizations for export control and economic sanctions purposes.

The Contractor represents and warrants to exercise commercially reasonable care and due diligence in screening all employees, subcontractors and other business partners providing services or acting on behalf of the Customer against the restricted party lists including, if applicable, the European Union, the U.S. Department of Treasury's Specially Designated Nationals List, the United Nations sanctions list and any national list.

The Contractor acknowledges that entities, individuals, air-crafts and vessels listed on a restricted party list will not be utilized in providing services for the Customer.

6 Charges

The Customer will pay the agreed remuneration. The application of Section 415, paragraphs 2 and 3 HGB (claims from the carrier in the event of cancellation by the sender) is excluded. Notwithstanding Section 412, paragraph 3 HGB, the Contractor may claim demurrage as defined in Section 412, paragraph 3 HGB only if the waiting time that exceeds the loading or unloading time is more than two hours per loading/unloading event in case of a partial or full truck load or more than one hour in case of less than truckload transport.

7 Confidentiality and client protection

- 7.1 The Contractor will treat all information received directly or indirectly by it or its sub-contracted carriers or other vicarious agents within the context of the cooperation with the Customer under the respective contract as confidential, including for a period of five years after the termination of the contractual relationship.

- 7.2 The Contractor has a client protection obligation towards the Customer. It will not accept orders, either directly or indirectly through third

parties, from clients of the Customer, for which it provides services as part of the freight orders received from the Customer and with which it comes into contact as a result of providing these services, for domestic or international transportation, which correspond to the services to be provided for the Customer and named in the respective freight order. It must not pass on such orders or its knowledge of these to third parties. Any existing contractual relationships between the Contractor and clients of the Customer will remain unaffected by these obligations upon completion of the contract. These obligations will continue to apply for a period of one year in the event of the termination of all contracts covered by these AVB. In the case of termination of the collaboration between the Customer and its clients, these obligations will continue to apply for a period of one year after termination.

7.3 Infringement of the obligations of number 7 entitle the Customer to terminate without notice all contracts covered by these AVB, where such infringement is attributable to the behavior of the bodies, employees or vicarious agents of the Contractor.

8 Liability / Indemnification

8.1 The Contractor will be liable for all damage caused by it, the vehicles it uses and the drivers. The Contractor will also be liable to the Customer for the conduct of sub- contracted carriers instructed by it as well as for its other vicarious agents.

8.2 The Contractor will be liable for the loss and damage of resources and other items handed over to it by the Customer in accordance with the legal provisions. In the event of damage, the Customer can undertake repair work at the expense of the Contractor. Irrespective of this, the Contractor must also compensate for further damages that were incurred by the Customer as a result of the loss or damage or improper use of items handed over by the Customer. In the event of delayed return, the Customer is entitled to demand a lump sum payment as compensation for the loss of use, which corresponds to the usual fee in the industry for rental of the resources concerned and other items.

8.3 Under its liability vis-à-vis the Customer, the Contractor will indemnify the Customer against any claims made by third parties under civil law against the Customer as a result of its conduct or that of its vicarious agents. Under its liability vis- à-vis the Customer, the Contractor will indemnify the Customer in particular, upon first written request, against any claims made by third parties under civil law that arise from alleged violations of the collective bargaining autonomy act by the Contractor or a sub-contractor. Third parties within the meaning of figure 8.3, sentence 2, are in particular employees of the Contractor or a sub-contractor.

8.4 The Contractor's obligation to indemnify the Customer will also apply to any sanctions, fines or other actions imposed under public law or claims under public law asserted by public law entities due to potential infringements of the German collective bargaining autonomy act by the Contractor or a sub-contractor.

8.5 Any costs incurred in connection with the legal defense, such as attorney's fees and court costs, will also be included in the indemnification obligation pursuant to 8.3 and 8.4.

8.6 Liability under the freight forwarding contract will be in accordance with the provisions of the ADSp2017.

8.7 In derogation of Section 23.1 and 24.1.1 ADSp 2017 the damages payable for loss or damage to the goods, is limited to 40 accounting units (special drawing rights of the International Monetary Fund – SDR) per kg of gross weight of the shipment, if and to the extent that the Customer has a correspondingly high external liability for which it has a right of recourse. Any higher statutory liability accruing to the Contractor will be unaffected by the above rule.

9 Insurance

9.1 The Contractor will adequately insure its liability, and in particular will contract the following forms of insurance:

- a) Auto liability insurance
(Sum insured: EUR 50 million for personal injury, EUR 7.5 million per person, minimum EUR 1.12 million for damage and EUR 50.000 for consequential and pure economic losses)
- b) Public liability insurance
(minimum €2.5m blanket coverage, € 35,000 for handling and business losses)
- c) Standard forwarder's and carrier's liability insurance at minimum in accordance with Section 7a GüKG with the extent of liability mentioned under number 8.7 and in accordance with CMR. Forwarder's and carrier's liability insurance must also be taken out for all transport services that are not subject to the GüKG.

9.2 The Contractor will inform the Customer without delay when the insurance policy lapses and if a reminder procedure in accordance with Sections 37, 38 of the German Insurance Policy Act (Versicherungsvertragsgesetz) is initiated.

9.3 The Customer is entitled to inspect the policies taken out. On request, the Contractor will at any time provide the Customer with evidence of timely payment of premiums, the current scope of cover and the scope of claims against forwarder's and carrier's liability insurance in the applicable insurance period.

9.4 The Contractor must ensure that all claims for damages asserted by the Customer will be processed without delay and will be reported to the Contractor's public liability insurer for damage to goods. The Contractor will notify the Customer of the insurer's reference number.

9.5 In accordance with Section 7 a of the GüKG, the Contractor will carry evidence of valid insurance in the vehicle and present this to the Customer on request. Should the Contractor not comply with this request, then the Customer will be entitled to place the contract with another Contractor or to carry the goods itself. The Contractor must refund to the Customer any additional costs incurred as a result.

10 Contractterm, termination

10.1 Unless otherwise provided for, in the case of ongoing obligations the normal period of notice for termination is one week. The right of extraordinary termination for just cause is not affected by this. A just cause exists for the Customer in particular if:

- the Contractor does not discharge its statutory or contractual obligations
- the application to initiate insolvency proceedings in relation to the Contractor's assets is rejected due to lack of assets
- one or more of the following criteria exist(s) that is/are indicative of a significant deterioration of the financial situation of the Contractor,

such as unsuccessful foreclosure procedures by creditors, the cancelation of a loan by the financing bank or a request for debt waivers or subordinations vis-à-vis one or more creditors or shareholders.

- a competitor of Deutsche Post AG or its affiliated companies gains a direct or indirect controlling influence over the Contractor.

10.2 Any termination must be in written form.

11 Changes to the agreement

11.1 Changes to these conditions will be notified by the Customer to the Contractor in writing and in good time. Where the Contractor does not object in writing within 2 weeks of receipt of the notification, the changes will be deemed to have been accepted.

11.2 Changes or additions to the contract made must be in written form. This also applies to any waiver of the written form requirement.

12 Other provisions

12.1 Offsetting or withholding against claims of the Customer is excluded unless the counterclaims of the Contractor falling due are undisputed or have become res judicata or are ready for judgment.

12.2 The Contractor waives any right of lien or retention to the goods.

12.3 The pledging of claims against the Customer is excluded. Assignment of a claim by the Contractor (i.e. factoring) will only take effect vis-à-vis the Customer if the Contractor notifies the Customer of the assignment of the claim, including all the necessary information (order and creditor number, name, address, account number of the new creditor, amount, date of validity of the assignment, etc.) and the Customer agrees to the assignment in writing.

12.4 The laws of the Federal Republic of Germany will apply. The exclusive place of jurisdiction is the headquarters of the Customer, provided that the Contractor is a merchant and provided that there are no mandatory provisions preventing this.

12.5 Contracts between the Customer and the Contractor will remain in force even if a condition in these contracts or in the present AVB is, or should become, null and void, ineffective or unworkable. This will not otherwise affect the effectiveness of the contracts made. The parties will in such a case replace the null and void, ineffective or unworkable condition with one that is effective or workable and that corresponds as far as possible to the meaning and purpose of the condition being replaced and the other terms of the contract.

12.6 In order to avoid misunderstandings, the parties will draw up all agreements relating to the contract in German.

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