

General Terms and Conditions for Transport Services (GTC)



1 Introductory provisions

- 1.1 These General Terms and Conditions for Transport Services (these "GTC") shall apply to all services provided to DHL, for the carriage of goods in domestic and international road transport (the "Services") by a carrier (the "Carrier"). If attached to, or referred to in, a contract between DHL and the Carrier or a freight order of DHL to the Carrier ("Contract"), these GTC will form part of such Contract; in the event of contradictory provisions, the provisions of such Contract will prevail.
- 1.2 The application of the Carrier's own standard terms and conditions, including any local terms and conditions of Freight Forwarders such as the German Freight Forwarders Standard Terms and Conditions (ADSp), or the terms and conditions of Fenex or of the RHA is excluded.
- 1.3 For cross-border transport, the conditions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) apply.
- 1.4 Nothing shall constitute or be deemed to constitute a partnership between the parties.
- 1.5 Nothing shall constitute or be deemed to constitute an agency agreement between the parties. The Carrier shall have no right or authority to act, enter into any contract, make any warranty or representation, incur any liability or assume any obligation on behalf of DHL or otherwise bind DHL in any way and undertakes to refrain from any such activities.
- 1.6 DHL shall be under no obligation to give any order or amount of orders to Carrier.
- 1.7 If any clause or sub-clause of these GTC is void, ineffective or unenforceable, that clause or sub-clause shall to the extent required be severed from these GTC without modifying the remaining provisions of these GTC; the voidness, ineffectiveness or unenforceability of particular clauses or sub-clauses shall not affect the general validity of these GTC. If required, DHL will replace the void, ineffective or unenforceable clause or sub-clause by an effective or enforceable clause or sub-clause which as far as possible, corresponds to the meaning and purpose of the clause or sub-clause to be replaced.

2 Obligations of the Carrier

- 2.1 The Carrier shall comply with all applicable laws. The Carrier certifies that it has read and understood DHL Group's Supplier Code of Conduct (the "CoC") at <https://group.dhl.com/en/about-us/code-of-conduct/supplier-code-of-conduct.html> and undertakes to comply with it, as amended from time to time. The Carrier agrees to train its employees to ensure compliance with the CoC. The Carrier allows DHL or an auditor appointed by DHL to perform a compliance audit on its premises if DHL has reason to believe that the Carrier has materially failed to comply with the CoC, and also at appropriate intervals even without a reason. DHL will announce the audit with a reasonable notification period. The Carrier shall support DHL or the auditor with compliance audits to an appropriate extent. The Carrier shall undergo compliance screening (third-party due diligence) at DHL's request. The Carrier is obliged to undertake legally required appropriate risk analyses to determine human rights and environmental risks, and to permit and adequately support such risk analyses carried out by DHL. The Carrier regularly informs DHL about any violations and risks in the supply chain that it has identified and the measures taken in this regard. DHL has set up a complaints procedure that is also accessible to the Carrier's employees. Details are available at www.dpdhl.compliance.com. The Carrier must pass on information received from DHL about accessibility, responsibility and the implementation of the complaints procedure in an appropriate manner to its employees and other third parties employed by the Carrier to fulfill DHL's orders. The Carrier must not disadvantage or punish employees on the basis of a complaint.
 - 2.2 The Carrier shall 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 shall notify DHL, preferably using the emergency call numbers if informed of such by DHL, immediately of any hindrances to taking over, carriage and delivery and of any delays which become apparent and any loss or damage of the goods and of all other interference with and threats to transport, including when these are the result of an inevitable event or force majeure, and shall seek instructions from DHL. In the event of an accident, fire or theft, the local police authorities must always be notified.
 - 2.3 Only personnel required for the performance of the Services are permitted to be in the vehicle at any time during the performance of the Services.
 - 2.4 Except as otherwise agreed in individual cases, the Carrier will assume responsibility for the loading and unloading of the goods (loading the goods safe for transport and loading the goods consistent with safe operation of the vehicle), the securing of the goods on the vehicle, and adequate supervision. If, in the absence of such an agreement, loading is performed by DHL in individual cases, DHL acts in the capacity of the Carrier's vicarious agent. If the parties have agreed that the Carrier is not responsible for the loading, the Carrier is obligated to supervise the loading and must ensure that the goods are loaded consistent with safe operation of the vehicle.
 - 2.5 Guarded parking spaces or enclosed private property shall be used if a vehicle is parked and left unattended, particularly during rest periods taken as well as at weekends. The parked vehicle is to be locked and secured. Furthermore the Carrier certifies that it has read and understood the security requirements at <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/pdf/dhl-freight-minimum-security-requirements-EN.pdf> and warrants that it will comply with the security requirements, as amended from time to time.
 - 2.6 Transshipping of the goods and, in the case of booked complete loads, the taking over of any further goods is strictly prohibited unless DHL has given its written consent in advance.
 - 2.7 The Carrier will fully and accurately document the acceptance and delivery of the goods. The Carrier is obliged to provide DHL with delivery receipts within seven calendar days of request by DHL. When goods are accepted, and at each subsequent interface, the Carrier will check the goods for completeness (number of packages) as well as for externally visible damage and broken seals and closures and will document any irregularities in writing. The Carrier will ensure that any documented irregularities that have occurred are confirmed by the party from whom it has accepted the goods and by the party to whom it hands the goods over, in writing, giving all the details. An interface is any transfer of the goods from one legal entity to another as well as the delivery at the end of any leg of a route. If the Carrier accepts a sealed unit (i.e. swap bodies, interchangeable boxes, containers), then its duty to inspect shall be limited to a check of the identity and external integrity of the unit and of the seal. The documentation of the above information and its handover to DHL must be made on the freight documents provided by DHL and their handover or using the electronic systems provided by DHL.
 - 2.8 The Carrier shall ensure that the driver complies with the requirements of the shipper/recipient which are applicable at the place of loading and at the destination, such as house rules, hygiene regulations or security requirements.
 - 2.9 Subcontracting of the Services or any part thereof requires DHL's advance written approval. In the event that the Carrier subcontracts the Services or any part thereof, the Carrier shall remain liable to DHL as if the Carrier had provided the Services itself. Any agreement that the Carrier may subcontract any of the Services or part thereof shall not relieve the Carrier of any of its liabilities or obligations under the terms of the Contract. Third-tier subcontracting is strictly prohibited. The Carrier is not permitted to use freight exchanges such as Timocom for subcontracting. The Carrier shall, on request and at short notice, provide DHL with current lists of names of the subcontracted carriers used and notify it of any changes to the lists.
 - 2.10 If the Carrier does not comply with the agreed obligations, DHL is authorized to commission a third party to perform the Services. The Carrier shall refund to DHL any additional costs incurred.
 - 2.11 If the Carrier accepts customs goods on behalf of DHL, it assures that these, including the associated customs documentation that it receives together with the customs goods, shall be duly presented undamaged, unloaded and unchanged at the customs office of the destination before delivery to the destination. Only if the Carrier is informed by DHL that the recipient has an authorization as an approved recipient for the destination is the Carrier obligated to deliver the customs goods and the associated customs documentation directly to the destination without prior presentation to the customs office. It is also obligated to check the Movement Reference Number (MRN) specified in the freight and customs documents on the CMR document. When delivering the customs goods and the customs documentation to the recipient, the Carrier must have the recipient acknowledge receipt of both the customs goods and the customs documentation. If the transit document and/or the customs goods are not properly presented, the Carrier is obligated to immediately assist in providing proof of the whereabouts (Verbleibsnachweis) of the customs goods. Breaches of duties by the Carrier in connection with the customs clearance may lead not only to claims for damages but may also have customs and criminal consequences.
- ## 3 Vehicles
- 3.1 The Carrier is obligated to use only vehicles that are in a technically sound, clean and roadworthy condition and that undergo repair and maintenance at the legally required intervals or the intervals recommended by the manufacturer if those are shorter. In addition, the loading space must be dry, free of dust, odorless and waterproof. The booked loading space must be empty.
 - 3.2 DHL prefers the use of environmentally friendly technologies and low-emission fuels. Only vehicles that comply with the current standards, in particular the current European emission standards, are permitted. All vehicles must have a top speed limiter, idle cut-out, low rolling resistance tires, automated manual transmission and permitted aerodynamic enhancements. It is expressly recommended to use vehicles with integrated axle load

measurement. The equipment used (swap bodies and semi-trailers) should have flat walls. The carrier ensures that within 12 months from the market introduction of a new pollutant class with higher requirements, all vehicles used for performing the Services for DHL comply with this new pollutant class. Within this latest pollutant class, vehicles with the lowest-emission CO2 emissions class should be used.

3.3 Only vehicles that offer protection against the effects of the weather and that have the necessary load securing equipment may be used so that the goods are secured against loss or damage at all times, in particular against access by unauthorized persons.

3.4 The vehicles must be fitted with mobile accessibility with internet connection and GPS function (e.g. smart phone or comparable appropriate electronic equipment) which must be activated during the time the Services are being provided. The latest version of the apps for driving staff specified by DHL must be installed at all times. The Carrier shall inform DHL of the current telephone numbers on request. The driving personnel must be accessible by phone at all times.

4 Other obligations of the Carrier

4.1 The Carrier warrants that it holds the necessary permits (e.g. Community license/EU License, third-country permit, CEMT permit, Swiss license) in accordance with the applicable law. The Carrier will immediately notify DHL of the loss or refusal of a necessary permit. Moreover, the Carrier shall present to DHL on request at any time a copy of any such permit, its entry in the commercial register and/or proof of its registration as a business. If the services are subcontracted in accordance with section 2.9, the Carrier is obligated to check before commissioning the subcontractor whether the subcontractor holds the permits and authorizations specified in sentence 1 of subclause 4.1 and must present these to DHL on request.

4.2 In such case as the Carrier and DHL have agreed that the Carrier shall provide services for DHL, the Carrier affirms that it is sufficiently equipped in terms of its human and material resources and its operational organization to be able to perform the agreed Services in compliance with the working time regulations for crews of vehicles (e.g. Regulation (EC) No 561/2006 and the German Driving Personnel Ordinance (Fahrpersonalverordnung)). In the event of obstacles to transport and delivery or other disruptions to the transport process, even if unanticipated, the Carrier shall take all necessary measures to ensure compliance with these provisions.

4.3 The Carrier guarantees for itself, and on behalf of any subcontractors, that the Services are executed in accordance with the applicable statutory provisions, in particular with regard to social regulations including the provisions on driving times and rest periods, minimum wages and on the payment of social security contributions. The Carrier ensures in particular, for itself, and on behalf of any subcontractor, and if temporary agency workers are used, also for the agency (temporary work agency) that:

- a. all employees engaged in the execution of the Services receive a legal salary in accordance with contract and social benefits in compliance with applicable legislation and the provisions of any applicable collective bargaining agreements;
- b. it has not been sanctioned in the past by a public authority or a court as a result of violations of the above-mentioned statutory obligations relating to pay and social security contributions;
- c. it has never been excluded from public contracts for this reason.

4.4 The Carrier shall also conclude identical or at least similar agreements with its subcontractors and temporary work agencies and shall pay them remuneration that allows them to pay their employees the minimum wage and the social security contributions. It will grant DHL the right to check compliance with all applicable statutory provisions at any time; these checks may be carried out either by DHL or by a third party on DHL's behalf. The Carrier shall assist in these checks and work closely with DHL or the third party appointed by DHL. The Carrier shall provide documentary evidence of compliance with the applicable legal provisions upon request. If, due to requirements imposed by DHL, the Carrier runs the risk of non-compliance with these legal obligations, in particular with the driving times and rest periods, it will immediately bring this fact to DHL's attention in writing. The Carrier shall promptly inform DHL about the initiation of any official measures, including criminal or administrative measures, against it and / or its vicarious agents, including subcontractors, insofar as these measures are related to the provision of Services for DHL. This applies in particular to measures or investigations into property or traffic offenses, to breaches of social regulations and other labor regulations, including the duty to pay the minimum wage. The Carrier furthermore will notify DHL immediately if sanctions or exclusions as mentioned in subclauses 4.3b and 4.3c above occur.

4.5 The Carrier undertakes to adhere strictly to any applicable rules on cabotage transports. The Carrier must adhere strictly to the relevant provisions on the transport of hazardous goods. In the event that hazardous goods have to be carried it shall, where necessary, use only personnel and vehicles that have an ADR training certificate and are equipped to carry hazardous goods in accordance with the applicable regulations for the carriage of hazardous goods, e.g. ADR. The Carrier shall, if necessary, ensure that the required protective clothing is worn.

4.6 When transporting food or animal feed, the Carrier shall comply with all applicable food or animal feed law requirements of a food or animal feed business operator. Among other things, the Carrier is obligated to be registered with the responsible authorities as a feed or food transporter.

4.7 For security reasons, video surveillance may be used at the loading/unloading point. The Carrier shall ensure that its employees are informed about the possibility of video surveillance.

4.8 The Carrier undertakes to only use employees with the necessary knowledge and capabilities and the required reliability for carrying out the Services. It will train its employees regularly, especially with regard to carrying the necessary documents and complying with the applicable legal requirements, and also notify them that illicit drug consumption is prohibited. It will only employ persons who hold the required driving license and the required professional driver's qualification. The employees must be well presented when they meet DHL's customers and employees, and must be able to speak the language in the country of origin and/or destination of the transportation and/or English if possible.

4.9 The Carrier shall be responsible for the reliability of its vicarious agents. It shall verify this using suitable documents. If requested, the Carrier shall demonstrate the reliability of its company and of its vicarious agents. Persons who have previous convictions for relevant criminal offenses may under no circumstances be used to fulfill the contractual service (for example, property offenses, in particular, theft, embezzlement or robbery; traffic offenses or relevant offenses against drugs laws).

4.10 Drivers must be identifiable by a company ID card while carrying out the Services, and while they are on the premises of DHL or third parties, they must display their ID card in accordance with the access control rules there.

4.11 In addition, in the case of a legitimate interest of DHL, the Carrier is obligated to inform DHL on request which driver (full name and business address) was used by it or its subcontractor for a specific transport. A legitimate interest of DHL exists for example in case of complaints of improper conduct, breach of applicable house and yard regulations, and indications of breach of laws or criminal activity. If there are such complaints or indications, DHL is entitled to refuse the further use of the driver for the provision of the Services.

4.12 The Carrier shall carry on each journey all legally required documents and on request hand over these documents and the other documents mentioned in subclauses 4.1 – 4.11 above as well as documents proving the qualification specified there to DHL for checking. The documents mentioned in subclause 4.1 sentence 1 must not be laminated or covered in a similar way by a non-removable protective film. Moreover, the Carrier shall permit DHL and any third parties commissioned by DHL to perform vehicle checks at any time. The Carrier shall issue corresponding general instructions to its employees. If faults are determined in the course of checking the documents, the vehicle or the employees, DHL may refuse to have the vehicle loaded and demand the immediate provision of an employee or vehicle that meets the requirements of these GTC, or DHL may terminate the Contract with immediate effect. The Carrier is obligated to pay compensation for any damage incurred by DHL through the violation of the obligations of this subclause.

4.13 The Carrier will strictly adhere to the patent rights, utility model rights, trademark protection and all other rights of DHL and its affiliates to protect the ownership, in particular in terms of dealing with its logo, brands, etc. and will avoid any impairment or improper use and will only use such logos, brands etc. as agreed with DHL and in accordance with DHL's instructions.

4.14 The Carrier will confirm in writing the acceptance of resources provided to it by DHL (e.g. means of transport, hand scanners etc.) and will carry and use these items for the provision of the Services only. The Carrier will carefully manage the items handed over to it and protect them against loss and damage. It will return these items immediately to DHL on request at any time in impeccable condition. Means of transport (swap bodies, semi-trailers, roll containers, etc.) are to be immediately returned to DHL upon completion of the respective Services for which they were used.

4.15 For transports with semi-trailers or swap bodies ("Equipment") the Carrier, as a rule, shall use its own Equipment; DHL is not obligated to provide the Carrier with Equipment. If DHL does provide the Carrier with Equipment in an individual case, it is provided solely for performing the Services for DHL. Upon handover of the Equipment, the Carrier must check that it is in a roadworthy, technically sound and undamaged condition and has with it all required documents and certificates. The Carrier must immediately inform DHL about any irregularities. If damage to the Equipment is detected, the Carrier must note down the damage and have the damage confirmed by the party handing over the Equipment on the freight documents (e.g., waybill/CMR). The damage must also be

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reported to DHL before departure. If it is not certain that the Equipment is roadworthy or if any required document or certificate is missing or invalid, the Carrier must wait for instructions from DHL. The Carrier must ensure that the Equipment details marked on the waybill (swap-body number/semi-trailer registration number) are identical with the details of the Equipment received. The Carrier must immediately communicate any discrepancies to DHL and wait for instructions, which must then be noted by the Carrier on the waybill, specifying the Equipment details. If the freight documents do not contain Equipment details, the Carrier must contact DHL immediately after receipt of the Equipment and – by referring to the journey/loading number – must inform DHL about the relevant swap-body number or semi-trailer registration number either in writing or orally. The Carrier undertakes to constantly monitor Equipment in its use to ensure that it is roadworthy and safe to operate. In particular, the following must be checked: tire pressure, brake and light functions and all other functions for roadworthiness and safe operation. The carrier is liable for loss of or damage to Equipment occurring between the time when the Carrier takes over the Equipment and the time of return of the Equipment to DHL. The Carrier must use the Equipment with care and protect it carefully from damage and loss using suitable means (e.g., safety lock). The Carrier must return the Equipment to the starting point of the journey and must provide DHL with proof of undamaged return (e.g., return document or freight documents acknowledged by the recipient).

4.16 The Carrier declares, warrants, and agrees that all applicable foreign trade regulations shall be fully complied with when fulfilling the orders placed by DHL. Neither the Carrier nor its representatives, affiliates, or other third parties directly or indirectly engaged by the Carrier are on any applicable European Union sanctions list (CFSL) or U.S. sanctions list or similar restrictive list of sanctioned persons under any applicable sanctions and embargo laws. The Carrier is not held, managed, or controlled by one or more persons who are the addressees of such sanctions by 50% or more. Its company and the subcontracted freight carriers it uses are not owned by Russian or Belarusian persons, companies, or organizations by 25% or more. No person on an applicable sanctions list and no country or territory subject to comprehensive sanctions or trade embargoes in accordance with applicable foreign trade regulations will be involved in the fulfillment of the orders placed by the Carrier in any capacity, directly or indirectly. The Carrier confirms that when carrying out the transport, it will not travel through any countries against which comprehensive sanctions by the EU, the USA or the UN apply. Furthermore, the Carrier must follow all instructions from DHL with regard to the destination and end user. Military goods may not be transported through countries against which arms embargoes exist. The Carrier confirms that it will not provide any services that directly or indirectly violate applicable foreign trade regulations. The list of sanctioned countries and territories in its current version can be found at: <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/posted-documents/glo-freight-list-of-sanctioned-countries-and-territories.pdf>.

4.17 At the request of DHL, as far as legally permissible, the Carrier will make available all information and documents, including freight accompanying documents, billing documents, contract documents, EU licenses, documents relating to damage via the applications provided by DHL for these purposes (e.g. DHL Freight driver app, e-datagate) and carry the above information and documents. The Carrier ensures that all information it transmits via these applications is complete, correct and accurate.

4.18 DHL implements and maintains information security measures in accordance with ISO 27001 to protect its own or its group companies' information as well as to protect customer, supplier and employee information ("DHL Group Information"). Details can be found in DHL's Information Security Policy. The Carrier is committed to implementing and maintaining appropriate and effective safeguards and controls in accordance with the "DHL Group Partner Information Security Code of Conduct" to ensure the security of DHL Group information. This code can be found in its current version at: <https://group.dhl.com/de/nachhaltigkeit/governance/cybersicherheit.html>

4.19 DHL processes data using tracking systems for the purpose of tracking shipments, determining shipment status, or planning and anticipating time windows (e.g., loading time, time of arrival). Additionally, DHL intends to use data from the tracking systems employed by the Carrier itself. In this regard, the Carrier commits to providing a release declaration for telematics data transmission upon DHL's request, if not already done. The use of the data occurs within a period starting one hour before the agreed loading time/beginning of the loading window until unloading. DHL provides the data to its customers or third-party providers working for the customers (e.g., so-called Transport Management Platform providers) every 15 minutes during the aforementioned period, upon request. Furthermore, DHL customers may equip their goods with tracking systems to collect data for the purpose of tracking the goods. DHL will separately inform the Carrier about the specific scope and purpose of this data processing by DHL customers, provided the relevant customer information is available. Additional information on data processing is contained in the "Privacy Notice for Carriers and Driving Staff, DHL Freight". The current version can be accessed at <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/posted-documents/global-freight-privacy-notice-carriers-and-driving-staff-en.pdf>. The Carrier shall provide the aforementioned Privacy Notice to its driving staff and adequately inform them about the data processing.

5 Remuneration

5.1 DHL will pay the agreed remuneration for the transportation.

5.2 The payment of the remuneration is subject to the submission of a delivery receipt that is properly made out (with the stamp and signature of the recipient).

5.3 Any claims of the Carrier in the event that DHL cancels a freight order before the truck is loaded are excluded.

5.4 Any claims by the Carrier for demurrage are excluded unless the Carrier reaches the place of loading/unloading at the agreed time and the waiting time is more than twenty four hours per loading/unloading event and the waiting time is confirmed in writing by the shipper or recipient.

5.5 DHL is entitled to set off the Carrier's justified claims towards it against claims of the same kind which it has against the Carrier.

6 Confidentiality and client protection

6.1 Carrier undertakes and agrees at all times to keep in strict confidence and secrecy all information which is of a confidential or secret nature, including without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventories, customers, employees and technical, operational and administrative systems (the "Confidential Information") of DHL and DHL's customers which they may learn in connection with the performance of the Contract. Carrier must not use or disclose the Confidential Information to any other person, firm or company outside the Carrier's group of companies and their respective professional advisers, except only as may be necessary and bona fide within the context of the provisions of the Contract. Where any part of the Confidential Information is already or becomes commonly known in the trade, except by a breach of contract, or is required to be disclosed by any law or court order, then the foregoing obligations of confidentiality in respect of such part of the Confidential Information shall cease to apply. The Carrier undertakes not to use the Confidential Information for its own commercial purposes save in fulfilling its obligations under the Contract. Such obligations of confidentiality shall apply for five years from the date the Carrier receives the relevant Confidential Information, notwithstanding the termination or expiry of the Contract.

6.2 The Carrier will not provide the same or similar services as it provides under the Contract within the contractual territory, either directly or indirectly through third parties (except for DHL and its affiliates), to customers of DHL to which Carrier provides Services on behalf of DHL and with which Carrier comes into contact as a result of providing the Services on behalf of DHL (such as FTL on certain routes). Any contractual relationships between the Carrier and customers of DHL already existing upon conclusion of the Contract or upon the scheduled or actual time of execution of the Contract, whichever is the earlier, will remain unaffected by the obligations under subclause 6.2 of these GTC. The client protection obligation ceases 6 months after the termination of the business connection between DHL and the customer or 6 months after the termination or

expiry of the Contract, whichever is the earlier.

7 Liability and indemnification

7.1 It is acknowledged by the Carrier that DHL provides logistics services for its customers. As such, if the Carrier breaches the terms of these GTC or otherwise causes or permits loss, damage or delay, DHL is likely to suffer loss itself or incur a liability under the terms of the agreements it has with its customers.

7.2 Subject to the provisions of subclause 7.3, the Carrier agrees to indemnify DHL against all claims, demands and losses whatsoever and by whomsoever made arising from or in connection with the Services, whether such losses are incurred under the terms of any agreement between DHL and its customers (in which case the Carrier shall be liable to the extent set out in such agreement), or are otherwise incurred. For clarity, this obligation to indemnify DHL includes any claims against DHL arising from alleged violations of any applicable law on minimum wages, social security contributions, cabotage rules or social regulations such as laws on driving times and rest periods.

7.3 Insofar as the CMR or any similar mandatory legislation is compulsorily applicable to any of the agreements with DHL's customers or to the Services, the Carrier shall indemnify DHL for DHL's liability under the CMR or any similar mandatory legislation.

7.4 In addition to the Carrier's liability agreed under subclauses 7.2 and 7.3, the Carrier shall indemnify DHL for all costs incurred by reason of DHL's defense of any claim made against it arising from or in relation to the Services. These costs shall include, but not be limited to, any legal costs incurred by DHL and any third-party costs which DHL is ordered to pay or reasonably settles.

7.5 Except in the case of injury to life, limb or health in case of fault on the part of DHL, DHL's liability to the Carrier in contract, tort, bailment, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered shall not exceed the sum of 20,000 euros or the equivalent amount in local currency.

7.6 DHL shall under no circumstances whatsoever be liable to the Carrier for any loss, claim, costs, damage, indemnity or expenses of any indirect or consequential nature suffered by the Carrier including, but not limited to, any indirect or direct economic loss or loss of business, goodwill, market share or profits howsoever arising, including due to DHL's fault.

8 Insurance and claims handling

8.1 The Carrier undertakes:

a. to take out and maintain the following insurance policies:

- i Employer's liability insurance, in accordance with the laws of the country in which the services are to be provided and of the country in which the Carrier is based;
- ii Motor vehicle liability insurance in accordance with the laws of the country in which the services are to be provided and of the country in which the Carrier is based;
- iii Liability insurance for losses and damage to third-party transport aids (trailers, swap bodies, containers, semi-trailers, chassis, etc.) made available by DHL and not owned by the Carrier;
- iv Comprehensive business liability insurance, which covers Carrier's legal liability for personal injury or death to third parties (including DHL employees) and / or for damage to third-party property (including property of DHL);
- v Adequate transport liability insurance to cover obligations that the carrier enters into with these GTC and otherwise with the provision of the Services.

b. to provide DHL on request with copies of the insurance policies listed under subclause 8.1a

c. to inform DHL immediately of any significant changes or the expiry of any of the policies listed under subclause 8.1a;

d. to inform the respective insurer about the part of the Contract concluded with DHL that is relevant for the insurer.

8.2 The Carrier is obligated to process all claims for damages asserted by DHL without delay and to report them to the Carrier's insurer. The Carrier will notify DHL of the insurer's reference number.

8.3 In the event of damage to property or personal injury caused or presumed to have been caused by personnel of the Carrier during the acceptance, transport or delivery of the goods at the customer's, recipient's or other parties' premises, DHL reserves the right to disclose the name as well as the address and contact details of the Carrier to the customer or recipient upon request for the purpose of clarifying the circumstances of the damage.

9 Term and termination

9.1 In the case of ongoing obligations, the normal period of notice for termination is one week. The right of immediate termination by either party for just cause is not affected by this. A just cause exists for DHL if:

- the Carrier is in material breach of the Contract, any violation of the SCoC is considered to be a material breach of contract;
- the Carrier does not discharge its statutory or contractual obligations;
- a competitor of Deutsche Post AG or of its affiliated companies gains a direct or indirect controlling influence over the Carrier.

9.2 Any termination must be in written form.

10 Changes to these GTC or to the Contract

10.1 Changes or additions to these GTC will be notified by DHL to the Carrier in writing. Where the Carrier does not object in writing within 10 working days of receipt of the notification, the changes will be deemed to have been accepted.

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

11 Other provisions

11.1 Offsetting or withholding against claims of DHL is excluded. The Carrier waives the exercise of a right of any lien over the goods or a right of retention to the goods.

11.2 The Contract does not create, and shall not be construed as creating, any right of a third party against DHL which is enforceable by any person who is not party to it.

11.3 Assignment of a claim by the Carrier (i.e. factoring) will only take effect vis-à-vis DHL if the Carrier notifies DHL 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 DHL agrees to the assignment in writing.

11.4 The laws of the country of the headquarters of the contracting DHL entity will apply.

11.5 The exclusive place of jurisdiction is the country of the headquarters of the contracting DHL entity provided that there are no mandatory provisions preventing this. The place of jurisdiction shall be deemed to be an additional place of jurisdiction pursuant to Article 31 CMR. If Article 39 CMR applies, the agreement on jurisdiction is not applicable.

11.6 The courts at the headquarters of the contracting DHL entity or at the location that is additionally agreed as an additional place of jurisdiction have jurisdiction within the country in accordance with subclause 11.5. In addition, the legal places of jurisdiction remain permissible.

11.7 The failure or delay by DHL in exercising any right, power or remedy provided by law or by these GTC or under a Contract shall not, in any circumstances, impair such right, power or remedy nor operate as a waiver of it. No waiver of any right, power or remedy by DHL shall take effect unless it is in writing.

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By way of derogation from or in addition to the above provisions of the General Terms and Conditions, the following points shall apply to all contracts concluded with DHL FoodLogistics GmbH (in these GTC "DHL"), registered in the Commercial Register of the Cologne District Court under the registration number HRB 65613:

2. Obligations of the Carrier

A In derogation from subclause 2.7, sentence 2 of these GTC, delivery receipts (POD) must be made available within seven calendar days of the delivery date, regardless of a request from DHL. For orders that have been given to the Carrier by a department of DHL other than Euronet/DDC (Domestic Dispatch Center) or Euronet/IDC (International Dispatch Center), the Carrier must, in addition to the POD, provide information on the date and time of both the receipt and delivery of the goods (IOD or Information of Delivery) at all loading and unloading points, as well as on the license plates of the vehicles used, immediately after the goods have been delivered, and in any case on the day of delivery. If DHL grants the Carrier the option of using a digital application, for example exChange/FEC, it must use this application to transmit the POD and IOD and the information on the vehicle license plate, otherwise the transmission must be made to an email address specified by DHL for this purpose.

B In addition to subclause 2.8 of these GTC, the occupational safety information and rules of conduct for DHL Freight premises in Germany (ASIV) apply if the Carrier is commissioned by DHL to provide Services that are to be provided at a DHL Freight location in Germany. These ASIV can be found in their current version at: <https://www.dhl.com/content/dam/dhl/global/dhl-freight/documents/posted-documents/de-freight-asiv-de.pdf>

4. Other obligations of the Carrier

A The Carrier undertakes to use foreign drivers from third countries only if they are in possession of a residence title (Aufenthaltstitel) in accordance with section 4 (3) of the German Residence Act (Aufenthaltsgesetz), or a temporary residence permit (Aufenthalts-gestattung) or a short-term permit (Duldung) entitling them to take up employment, or if they verifiably do not require such permit, or are in possession of a valid driver's license issued by a national authority in accordance with Article 5 of Regulation (EC) No 1072/2009. Subclause 4.12 of these GTC shall also apply in this case.

B If requested, the Carrier will, whenever DHL performs an inspection, hand over to DHL for checking all documents it is required to carry. The Carrier undertakes to issue appropriate general instructions to its staff.

C The Carrier ensures that it meets the requirements of the German Postal Services Act (Postgesetz) for the provision of postal services. This means that before starting work for DHL, it is entered in the provider directory of the Federal Network Agency in accordance with sections 4 ff. of the Postal Services Act, insofar as this is necessary for it.

D By way of derogation from subclause 4.8 of these GTC, the driver shall have a good command of the German language in the case of domestic transports, and of the English language in the case of cross-border transports, both spoken and written.

E In addition to subclause 4.6 of these GTC, the Carrier undertakes to use only suitably dressed employees who have received regular training in personnel, product and transport hygiene when transporting foodstuffs, IFS food products and IFS non-food products (definition in the current IFS Logistics Standard Part 1, Annex 4). Further, the Carrier undertakes to comply with all requirements of the current IFS Logistics Standard (Part 2, Chapters: 3.1-2, 4.1-3, 5.3-6, 6.3, available at: <https://www.ifs-certification.com/index.php/en/standards/265-ifs-logistics-en>) applicable to transport in order to guarantee the safety of foodstuffs, IFS food products and IFS non-food products during transport and to avoid health risks for the consumer. Guidelines for registering as a feed or food transporter and information on the responsible authorities in Germany are available from the Federal Office for Consumer Protection and Food Safety.

5. Remuneration

A Services rendered by the Carrier for orders the Carrier has received from DHL are usually settled by means of self-billing invoices issued by DHL. DHL shall issue the self-billing invoices to the best of its knowledge or according to the instructions of the Carrier. The Carrier will inspect the self-billing invoice after receipt and give DHL a warning if, for example, it does not agree with the VAT treatment of the invoiced items shown on the self-billing invoice. DHL will then, after having checked the self-billing invoice again, draw up a corrected self-billing invoice. A complaint about a self-billing invoice is only permissible within a 14-day notice period from receipt of the self-billing invoice, indicating the reasons. Failure to submit a complaint on time is considered as approval of the self-billing invoice. DHL can suspend settlement by means of self-billing invoices at any time. In such instances, the general invoicing rules shall apply to the settlement of services rendered. DHL will inform the Carrier at least two weeks in advance of any change in the settlement procedure. DHL reserves the right to switch to an electronic self-billing procedure.

B The Carrier shall receive the agreed remuneration for orders placed by DHL less an administrative fee of 1.02 euro per tour for the self-billing procedure.

C The following provision replaces subclause 5.4 of these GTC:

The Carrier may only claim demurrage if the Carrier reaches the place of loading/unloading at the agreed time and if the waiting time from the agreed time of arrival exceeds three hours for partial and complete loads or two hours for carriage of general freight (Stückgut-Transport). The waiting period must be confirmed in writing by the shipper or recipient.

7. Liability, indemnification and contractual penalty

Clause 7a of these GTC shall be replaced with the following:

A Under its liability vis-à-vis DHL, the Carrier will indemnify DHL against any claims made by third parties under civil law against DHL as a result of the Carrier's conduct or that of its vicarious agents. Under its liability vis-à-vis DHL, the Carrier will indemnify DHL in particular, upon first written request, against any claims made by third parties under civil law that arise from alleged violations by the Carrier or a sub-contractor of the

obligation to pay the minimum wage or social security contributions or from any breach by Carrier of the SCoC. Third parties within the meaning of subclause 7.A, sentence 2, are in particular employees of the Carrier or a subcontractor.

B The Carrier's obligation to indemnify DHL also applies to any sanctions, fines or other measures imposed under public law or claims under public law asserted by public law entities due to possible infringements by the Carrier or a subcontractor, in particular of the obligation to pay the minimum wage or social security contributions or breaches of duties incumbent on the Carrier under the SCoC.

C Any costs incurred in connection with the legal defense, such as attorney's fees and court costs, are also included in the indemnification obligation pursuant to 7.A and 7.B.

D Liability under the carriage contract is based on the provisions of Division Four of Book Four of the German Commercial Code (HGB).

E **In accordance with section 449 (2) number 1 HGB the damages payable for loss of or damage to the goods, in derogation of section 431(1) and (2) HGB, 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 DHL has a correspondingly high external liability for which it has a right of recourse.** Any higher statutory liability accruing to the Carrier remains unaffected by the above provision.

F In cross-border traffic, the liability provisions of the CMR shall apply. Sections 425 et seq. of the HGB shall also apply.

G If the Carrier does not meet the obligations stipulated in these GTC or does not meet them on time, it is obligated to pay DHL a processing fee of up to 51 euros in each individual case, excluding the legal theory of a single continued act (Fortsetzungszusammenhang). The right to assert further damages remains unaffected.

H The liability of DHL pursuant to sections 414, 455, 468 and 488 HGB is limited to 200,000 euros per damage event. The aforementioned liability limitation does not apply in case of personal injuries, such as injury of life, limb or health, if the damage was caused by intent or gross negligence on the part of DHL or its vicarious agents, or infringement of material contractual obligations, whereby claims for damages in the latter case are limited to predictable and typical damages.

8. Insurance and claims handling

A The obligation to take out adequate transport liability insurance according to subclause of these GTC is supplemented as follows: Required for transports or cabotage traffic within Germany is a transport liability insurance customary for the market at least in accordance with Section 7a of the Güteverkehrskraftgesetz (German Road Freight Transport Act, "GüKG") (minimum insured amount 600,000 euros) supplemented by the extra liability mentioned under subclause. 7.E above (increased liability and insurance according to HGB liability corridor up to 40 SDR / kg, in particular also in cabotage transports) as well as according to CMR (minimum sum insured 250,000 euros). The above insurance cover must not contain any sub-limits for goods at risk of theft (e.g. spirits of all kinds, tobacco products, entertainment electronics and telecommunications equipment including cell phones / smartphones, EDP equipment of all kinds including accessories, telephone and chip cards, photo / digital technology); furthermore, no sub-limit for liability for qualified fault in accordance with section 435 HGB and Article 29 of the CMR is permitted. The transport liability insurance with the above requirements must also be concluded for domestic German transport services that are not subject to the GüKG.

B DHL reserves the right to request proof of insurance coverage from the Carrier within 72 hours in the event of justified doubts. If the Carrier does not comply with this obligation within a further period of one week after receipt of a reminder from DHL by the Carrier, the Carrier is obligated to pay a contractual penalty of 51 euros for each day of delay after this one-week period has expired up to a maximum of 510 euros.

11. Other provisions

In addition to clause 11, the Contract language is German.

Other supplementary provisions:

Document Review by Third Parties

The review of the documents submitted by the Carrier as part of the implementation of the Contract may also be carried out by third parties, provided that they have been commissioned by DHL for this purpose. Insofar as the Carrier's documents and data are passed on to third parties, this is done as part of order processing (with corresponding contracts) by service providers carefully selected by DHL and serves to increase the efficiency and speed up the verification.

Authorized economic operator

The Carrier hereby declares that

- goods, which are produced, stored, forwarded or carried by order of Authorized Economic Operators (AEO), which are delivered to AEO or which are taken for delivery from AEO
 - are produced, stored, prepared and loaded in secure business premises and secure loading and shipping areas
 - are protected against unauthorized interference during production, storage, preparation, loading and transport
- reliable staff are employed for the production, storage, preparation, loading and transport of these goods
- business partners who are acting on its behalf are informed that they also need to take measures to ensure the supply chain security as mentioned above.

The Carrier hereby expressly confirms that these General Terms and Conditions for Transport Services apply to all orders placed by DHL FoodLogistics GmbH, Germany, registered in the Commercial Register of the Cologne District Court under the registration number HRB 65613, referred to as "DHL" above for the transportation of goods in national and international road freight transport.