

Scope

All offers of **CEVA Logistics GmbH and/or GEFCO Deutschland GmbH**, registered business address: Unterschweinstiege 2-14, D-60549 Frankfurt am Main, (hereinafter: "we" or "CEVA Logistics") or (individual) contracts between CEVA Logistics and its Customers for the provision of road/ground transportation services as well as all related services are based on the following General Terms and Conditions of Offer and Contract (hereinafter: "Terms").

We do not recognize any deviating terms and conditions of the Customer unless we have expressly agreed to their validity in writing. Our Terms shall also apply if we perform the service for the Customer without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer.

Our Terms shall also apply to future (individual) contracts concluded within the scope of the business relationship between the Customer and us, even if we do not expressly refer to them.

Section A - General section (valid for all offers and contracts)

- Offers from us are not to be understood as offers in the legal sense, but only as an invitation to the Customer to submit an offer/(individual) order (in the following, our invitation to the Customer to submit an offer will nevertheless be referred to as "offer" for the sake of simplicity) and shall therefore not be deemed a legally binding offer. A legally binding contract shall only be concluded when we confirm the Customer's (individual) order in writing or commence with the actual execution of the respective (individual) order. The sending of an offer does not create any obligations or liabilities on the part of CEVA Logistics and does not constitute an automatic acceptance of any contractual terms and conditions provided by the Customer, unless explicitly marked by CEVA Logistics. The offer is subject to the availability of appropriate loading space/capacity and sufficient empty equipment and assumes unchanged transport, tariff and value conditions plus the customary local ancillary expenses.

- We work exclusively on the basis of the German Freight Forwarders' Standard Terms and Conditions 2017 ("ADSp 2017") and - insofar as these do not apply to the provision of logistics services - in accordance with the Logistics Terms and Conditions ("Logistik AGB") as of July 2019.

In clause 23, the ADSp 2017 deviate from the law with regard to the maximum liability for damage to goods (Art. 431 HGB) by limiting the liability to 2 SDR/kg in case of multimodal transports including carriage by sea and in case of unknown place of damage and in all other respects the standard liability of 8.33 SDR/kg additionally to EUR 1.25 million per damage event and EUR 2.5 million per damage event, but at least 2 SDR/kg. In addition, it is agreed that (1) Section 27 ADSp does not extend the liability of the freight forwarder or the attribution of fault to persons and other third parties in deviation from legal regulations such as § 507 HGB, Art. 25 MÜ, Art. 36 CIM, Art. 20, 21 CMNI in favor of the principal, (2) the freight forwarder as carrier in the cases listed in § 512 Para. 2 No. 1 HGB, the forwarder as carrier is only liable for his own fault in the cases of nautical fault or fire on board, and (3) the forwarder as carrier in the sense of the CMNI is not liable for nautical fault, fire on board or defects of the vessel under the conditions specified in Art. 25 Para. 2 CMNI.

The ADSp 2017 are available at <http://www.dslv.org> under "Publications".

Deviating from the ADSp 2017, CEVA Logistics' liability for consequential damage (to goods) and pure financial loss is excluded.

Unless otherwise provided, the Terms shall apply in addition to the ADSp 2017 as well as the Logistics Terms and Conditions as of July 2019. In the event of any contradictions, the Terms shall prevail, but only to the extent that the contradiction exists.

The validity of applicable mandatory international transport law codifications (e.g. CMR, CIM, Montreal Convention for the Unification of Certain Rules for International Carriage by Air, Hague-Visby Rules) shall remain unaffected, insofar as these conditions may not deviate from them.

- Unless otherwise stated in our offer, this is based on the acceptance of goods that do not fall under the relevant dangerous goods regulations, in particular the ADR. In addition, paper for printing money, money and securities, credit and debit cards, checks, stamps, tickets, prototypes, jewelry, precious stones and works of art, personal effects, household effects, perishable food, live animals and plants, motor vehicles, human organs, blood and mortal remains, as well as shark fins, plants and creatures that are on the CITES list are excluded from carriage in any case. If dangerous goods are the subject of the order, the Customer is obliged to provide CEVA Logistics with the documents required in this respect prior to the respective booking. If the Customer does not comply with this obligation, he shall be responsible for all negative consequences resulting therefrom and shall in

particular bear all costs resulting therefrom, for example due to a delay of the transport.

- Unless otherwise stated, freight is invoiced in EURO.
- If a contract is concluded between CEVA Logistics and the Customer, the quotation number stated in our quotation, if any, shall be included in the respective orders. Any additional costs resulting from a missing or incorrect quotation number shall be borne by the Customer.
- If a permanent contract is concluded, either party is entitled to terminate the contract with a notice period of 3 months, unless otherwise agreed.
- We are entitled to use subcontractors and other third parties for the performance of services. If no specific carrier ("Carrier") has been offered by us, the shipment shall be made to carriers of our choice. All Incoterms mentioned and used in the offer and/or (individual) order are Incoterms as amended by "Incoterms 2020". The mention of an Incoterm or any other trade term in the offer and/or (individual) order does not imply that CEVA Logistics assumes the obligations of the Seller or Buyer under Incoterms or other trade terms.
- Any delivery times or other transit times stated in the offer are not binding; in no case are guarantees given for any stated or required transit times. CEVA Logistics shall therefore not be liable in the event that transit times are exceeded (in particular not for replacement transport).
- Unless we have agreed otherwise, the basis for calculating the price of the Customer's shipment is either the actual (effective) weight or the space required by the shipment (chargeable or volume weight). The larger weight figure in each case is the basis for the calculation of the freight rate as chargeable weight. The volume weight determined according to the formulas mentioned below is thus compared with the actual weight of the shipment. The basis of the rate calculation is the higher value of both weights. If the volumetric weight is higher, this is used as a basis for calculating the prices. If the actual weight is higher, this is the basis of the price calculation.

The chargeable weight/volume weight is calculated according to the following factors:

TRUCK:

Unless otherwise specified, we calculate the volume weight for truck transport on the basis: 1 cbm = 330.0 kg, i.e. length (m) x width (m) x height (m) = cbm x 330 kg.

- The prices offered do not include VAT and are based on the shipment structure and volume data provided by the Customer. If sales tax is incurred, it will be shown separately on the invoice at the rate applicable on the date of invoicing. Unless otherwise stated in the offer and unless individual rates have been agreed with regard to additional charges, costs for, among other things, customs inspection, waiting times, storage and demurrage/detention will be charged according to the amount of the invoice. Unless otherwise agreed with the Customer, the prices quoted do not include insurance for the transport of goods. We cover this at the expense of the Customer only after his express written request. In particular, in the event of an extension or reduction of the performance requirements of the customer to us, changes in the shipment structure data, the volume and/or the time specifications, we will make appropriate price adjustments in consultation with the customer. Carrier surcharges (e.g. fuel or security surcharge) or fees will be passed on to the Customer v.a.t.o.s. (valid at time of shipment). If, after the conclusion of the contract, taxes, duties, freight charges, fees or other costs affecting the price of our services are increased or newly introduced, or if costs beyond our control are incurred, we may increase the prices for our services accordingly, or charge the corresponding costs to the Customer in accordance with the display. CEVA Logistics is entitled to charge seasonal price surcharges, if necessary. If the subject of the transport is dangerous goods or other goods for the transport or storage of which special regulations exist or perishable goods, higher prices shall apply, unless otherwise stated in the offer, which shall be agreed between the parties before the transport is carried out.
- Unless otherwise stated in our offer or otherwise agreed, the following billing and payment terms apply:

Invoicing shall take place directly after the transport has been carried out. Unless otherwise agreed, no proof of delivery is required to carry out the settlement. A missing proof of delivery has no suspensive effect on the payment for the customer.

Payment term: 14 days from invoicing

If customs duties and/or import sales tax are handled by CEVA Logistics, these costs will be invoiced to the Customer on a daily basis; the Customer must

reimburse the amount paid plus a presentation commission of 2% of the amount paid within 7 days after invoicing at the latest.

12. The Customer is obliged to support us in the execution of the contractually assumed obligations. In particular, the Customer shall inform us in good time of all factors and data relevant to safety and all other factors and data affecting the performance of the contract, in particular the number, type, weight and size of the goods to be handled and any special characteristics of the goods (e.g. centers of gravity). In addition, the Customer shall check the accuracy of all information contained in the documents provided to it by CEVA Logistics and shall immediately notify CEVA Logistics of any incorrect information.

Permits shall be obtained prior to our commencement of performance by the party to the contract in whose area of responsibility the permit falls. The Customer shall clearly and permanently mark the goods to be handled with the marks necessary for proper handling.

We are not obliged to check the correctness of documents, permits or loading instructions (hereinafter referred to as "Documents") which we have received from the Customer or third parties attributable to him. In particular, we are not obliged to check the authenticity of signatures or the power of representation of the signatory. This shall not apply if we receive justified indications that give rise to doubts as to the correctness of the documents.

13. Compliance with customs, tax, or other legal and official regulations regarding the import and export of the goods to / from the Federal Republic of Germany or the EU, in particular obtaining the relevant permits, is the responsibility of the Customer.

If, after express prior agreement, we take over customs clearance in whole or in part, we shall only act as the customer's vicarious agent. The Customer remains obligated to fully compensate any requested customs duties, taxes, levies, contributions or similar. In the event of a possible claim for the aforementioned amounts, the Customer is obliged to release us from this payment obligation upon first request.

14. Cases of force majeure for the purposes of these terms and conditions include, for example, labor disputes, war, embargo, pandemics/epidemics, fire, transport obstacles, limited availability of transport infrastructure, IT hacker attacks, overcrowding/congestion in ports, slow steaming, non-operation/closure of routes, official and/or government measures, natural disasters. They shall interrupt our performance obligations for the time of their duration plus a reasonable start-up time and the extent of their effect. This shall also apply if we are in default. We shall notify the Customer immediately of the occurrence of a case of force majeure and the expected duration of the hindrance.

15. CEVA Logistics' policies prohibit directly or indirectly engaging in or supporting or participating in activities and transactions with Iran, Cuba, Syria, Russia, Belarus and North Korea ("Sanctioned Countries"). Prohibited Activities include transportation and warehousing activities such as labeling, picking, packing and loading of goods shipped to or from the Sanctioned Countries. Customer agrees (i.) that the Contractual Services do not require CEVA Logistics or CEVA Logistics' Affiliates to perform activities related to the Sanctioned Countries, and (ii.) that it will not require or cause CEVA Logistics or CEVA Logistics' Affiliates to perform such activities. CEVA Logistics shall have the right to refuse orders, requests for new services or changes in services that involve such prohibited activities.

16. The law of the Federal Republic of Germany shall apply in each case - also for legs of a multimodal transport. The validity of applicable mandatory international transport law codifications (e.g. CMR, CIM, Montreal Convention for the Unification of Certain Rules for International Carriage by Air, Hague-Visby Rules) remains unaffected.

17. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Frankfurt/Main. However, we reserve the right to sue the customer also at his general place of jurisdiction. The international jurisdiction of further courts according to mandatory international transport law codifications applicable to the contract remains unaffected.

18. Should individual provisions of the contract concluded between the Customer and us be or become invalid or void, this shall not affect the validity of the remainder of the contract. The Parties shall replace the invalid or void provision with a provision that comes closest to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply mutatis mutandis in the event of loopholes. Should individual clauses of these Terms be or become invalid, Art. 306 para. 1 and para. 2 of the German Civil Code (BGB) shall apply in deviation from the above.

Section B - Special provisions for road/ground transports

1. Unless otherwise agreed, no exchange of pallets will be carried out. Furthermore, there is no claim to pallets of a certain quality, provided that the exchange is carried out.

2. In case of cancellation of the transport by the Customer, a loss freight is due. The amount of the shortfall freight depends on the time of the cancellation and the type and volume of the transport. If parts of the cargo are cancelled, CEVA Logistics may still charge for the cancelled part of the cargo.
3. Demurrage charges are incurred without the need to notify CEVA Logistics separately if the agreed loading or unloading time has been exceeded.
4. CEVA Logistics does not guarantee any exclusivity or other preferential treatment.
5. Cost increases that occur between the submission of the offer and the transport execution or cost elements that are subsequently added to the existing ones will be taken into account by CEVA Logistics accordingly in the invoicing and must be paid by the Customer.
6. If no fuel cost indexation has been agreed upon, CEVA Logistics reserves the right to charge any resulting cost increases to the Customer. If the cost compositions for transport services are subject to changes, there may also be adjustments to a possibly agreed fuel cost indexation model.
7. All costs incurred in connection with a shipment for which CEVA Logistics is not responsible may be claimed by CEVA Logistics from the Customer even after the invoice has been issued.
8. Incorrect information provided by the Customer regarding shipment sizes, quantities, weights, packaging sizes and means, as well as any other incorrect information that may have an impact on the transportation costs and result in higher costs compared to the offer for CEVA Logistics, will be borne by the Customer and may be charged to the Customer.