

General Terms and Conditions for Quotations and Contracts of CEVA Logistics Austria GmbH
(Status: July 2022, valid for all offers and contracts) – CEVA AT T&Cs –.

Scope

All offers of CEVA Logistics Austria GmbH, registered business address: Objekt 263/ Stiege 1, Level 2, A-1300 Schwechat, Vienna Airport (hereinafter: „we“ or „CEVA“) contracts between CEVA and its customers for the provision of road transport, warehousing and additional logistical services as well as all services in connection therewith are based on the following General Terms and Conditions for Offers and Contracts (hereinafter: „Conditions“).

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

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

1. 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 is therefore not considered a legally binding offer. A legally binding contract is only concluded when we confirm the customer's (individual) order. The sending of an offer does not create any obligations or liabilities on the part of CEVA and does not constitute an automatic acceptance of any contractual terms and conditions provided by the Customer, unless explicitly marked by CEVA. The offer is subject to the availability of appropriate loading space as well as sufficient empty equipment and assumes unchanged transport, tariff and value conditions plus the customary local ancillary expenses.
2. We work exclusively on the basis of the General Austrian Forwarding Conditions („AÖSp“). The latest version of the AÖSp can be downloaded at [https://www.wko.at/branchen/transport-verkehr/spedition-logistik/Allgemeine_Oesterreichische_Spediteurbedingungen_\(AOeSp\).html](https://www.wko.at/branchen/transport-verkehr/spedition-logistik/Allgemeine_Oesterreichische_Spediteurbedingungen_(AOeSp).html) under „Spedition-Logistik“.

In deviation from the AÖSp, CEVA's liability for consequential damage (to goods) and pure financial loss is excluded.

Unless otherwise provided, the Terms and Conditions shall apply in addition to the AÖSp. In the event of contradictions, the Terms and Conditions shall prevail, but only to the extent that the contradiction exists.

3. 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 ADR. Furthermore, paper for printing money, money and securities, credit and debit cards, cheques, stamps, tickets, prototypes, jewellery, precious stones and works of art, personal effects, removal goods, perishable foodstuffs, live animals and plants, motor vehicles, human organs, blood and mortal remains, as well as shark fins, plants and living creatures that are on the CITES list are in any case excluded from the performance obligations. If dangerous goods are the subject of the order, the Customer is obliged to provide CEVA with the documents required in this respect prior to the respective booking. If the Customer does not comply with this obligation, it shall in particular bear all costs resulting therefrom, for example due to a delay in the transport.
4. Settlement shall be made in EURO, unless otherwise stated. If a conversion into another currency and/or from another currency into Euro is required for this purpose, this conversion shall be made on the basis of the conversion rates published at www.xe.com on the day of settlement plus risk surcharge, unless another conversion rate has been agreed individually between the parties.
5. If a contract is concluded between CEVA and the Customer, the quotation number stated in our quotation, if listed therein, shall be included in the respective orders. Any additional costs resulting from a missing or incorrect quotation number shall be borne by the Customer.
6. If a permanent contract is concluded, either party is entitled to terminate the contract with 3 months' notice, unless otherwise agreed.
7. 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, loading shall be carried out on 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 shall not result in CEVA assuming the obligations of the seller or buyer under Incoterms or other trade terms.
8. The delivery periods or other transit times stated in the offer in connection with transport services are based on information provided by the Carrier and are not binding. CEVA shall therefore not be liable in the event of transit times being exceeded (in particular not for replacement transport). Nor shall CEVA be liable

for any delays during the journey or changes to departure days, routes, unplanned or additional stops. CEVA shall also not be liable if a Carrier refuses to carry out the transport, even after CEVA has confirmed the order to the Customer. All transit times are E.T.A. = estimated time of arrival; E.T.D. = estimated time of departure.

9. Unless we have agreed otherwise, the basis for calculating the price for the customer's shipment is either the actual (effective) weight or the space required by the shipment in the means of transport (chargeable or volume weight). The larger weight figure is the chargeable weight and is the basis for calculating the freight rate. The volume weight determined according to the formulas mentioned below is thus compared with the actual weight of the shipment. The basis for the price calculation is the higher value of both weights. If the volumetric weight is greater, this is used as the basis for calculating the prices. If the actual weight is higher, this is the basis for the price calculation.

For each means of transport, the chargeable weight/volume weight is calculated according to the following factors:

Truck:

Unless otherwise stated, we calculate the volume weight for a truck transport on the basis: $1 \text{ cbm} = 330,0 \text{ kg}$, i.e. $\text{length (m)} \times \text{width (m)} \times \text{height (m)} = \text{cbm} \times 330 \text{ kg}$.

10. The prices offered do not include VAT and are based on the shipment structure and volume data provided by the customer. If value added tax is incurred, it will be shown separately on the invoice in the amount 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 charges shall be invoiced according to expenditure. Unless we have agreed otherwise with the customer, the prices quoted are exclusive of goods transport insurance. We will only cover this insurance at the customer's expense if expressly requested to do so in writing. In particular, in the event of an extension or reduction of the customer's service requirements to us, changes in the consignment structure data, the volume and/or the time specifications, we will make appropriate price adjustments in consultation with the customer. Surcharges (e.g. fuel or security surcharge) of carriers or fees will be passed on to the customer. If, after the conclusion of the contract, taxes, customs 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 change the corresponding costs to the Customer in accordance with the display. CEVA is entitled to change seasonal surcharges if necessary. If the subject of the transport or storage of which special regulations exist, perishable goods or „offsize“ packages, higher prices shall apply, unless otherwise stated in the offer, which shall be agreed between the parties prior to the performance of the agreed service, e.g. transport.

11. Unless otherwise stated in our offer or otherwise agreed a payment term of 30 days from the date of invoice shall apply.

If customs duties and/or import sales tax are handled by CEVA, these costs will be invoiced to the Customer on a daily basis; the Customer shall 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 due time about all safety-relevant as well as all other factors and data influencing 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. centres of gravity). Furthermore, the Customer shall check the correctness of all information contained in the documents provided by CEVA and shall immediately notify CEVA of any incorrect information.

Permits shall be procured 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 accuracy 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 accuracy of the Documents.

13. The observance of customs, tax or other legal and official regulations concerning the import and export of the goods to/from the Republic of Austria or the EU, in particular the obtaining of the relevant permits, is the responsibility of the customer.

If we take over customs clearance in whole or in part after express prior agreement, we shall only act as the customer's vicarious agent. The customer remains obliged 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 shall be 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, industrial disputes, war, embargo, pandemics, fire, transport, obstacles, IT hacker attacks, traffic jams or other traffic obstacles, non-operation/closure of routes, official and/or government measures, natural disasters, pandemics (e.g. COVID-19). 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 also applies 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's policies prohibit directly or indirectly engaging in or supporting or participating in activities and transactions with Iran, Cuba, Syria and North Korea („Sanctioned Countries“). Prohibited activities include transportation and warehousing activities such as labelling, picking, packing and loading goods shipped to or from the Sanctioned Countries. Customer agrees (i.) that the Contractual Services will not require CEVA or CEVA's Affiliates to perform activities related to the Sanctioned Countries and (ii.) that it will not require or cause CEVA or CEVA's Affiliates to perform such activities. CEVA 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 Republic of Austria shall apply in each case, even for parts of a multimodal transport operation. The validity of applicable mandatory international transport law codifications (e.g. CMR, CIM) remains unaffected.
17. The exclusive place of jurisdiction for all disputes arising from or in connection with the contractual relationship is Schwechat. 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 as close as possible to the economic sense and purpose of the invalid or void provision in a legally effective manner. The above provision shall apply in the event of loopholes.