

We operate exclusively based on the following offer and transport conditions for all road, inland shipping, sea, and air transports organized by our company, and/or combinations thereof (multimodal transports), as well as other non-freight forwarding services, unless mandatory legal regulations prevent this.

Validity of ADSp 2017

- (a) We work exclusively based on the ADSp 2017 and our following supplementary conditions (the "Offer Conditions").
- (b) Deviating from ADSp 2.3.5, we explicitly extend the applicability of the ADSp to heavy or oversized transports, which require a transport permit or exception permit under traffic law, crane services, and related assembly work. The complete ADSp 2017 can be viewed on our homepage (www.hanseatic-freight.de). We will send the ADSp 2017 to the client upon request.
- (c) In the event of contradictions between the ADSp 2017 and the following Offer Conditions, the Offer Conditions shall take precedence.

I. General Part

1. Scope of the Offer Conditions

- 1.1 The Offer Conditions apply to all road, air, inland shipping, and sea transport organized by us and/or combinations thereof (multimodal transports) as well as non-freight forwarding services. The General Part according to this section II applies to all our contracts. The additional conditions in sections III to VI apply to contracts concerning the respective mode of transport. For non-freight forwarding services, section VII applies additionally.
- 1.2 These Offer Conditions apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the client only become part of the contract to the extent that we have expressly agreed to their applicability. This requirement for consent applies in every case, for example, even if we execute the order unconditionally in knowledge of the client's general terms and conditions.

2. Conclusion of Contract

- 2.1 Unless otherwise specified in our offers, our offers are non-binding and subject to change. They are based on the freight rates and tariffs valid at the time of the offer and are exclusive of all surcharges, as well as subject to final shipment details.
- 2.2 The order from the client is considered a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within 14 days. Acceptance occurs through written order confirmation.
- 2.3 Unless otherwise expressly stated, our offers exclusively relate to non-hazardous goods of usual nature.
- 2.4 Our offers must be treated as strictly confidential and may not be forwarded or otherwise made accessible to third parties without our written permission.
- 2.5 Unless otherwise agreed, transport and project liability insurances are not part of the offer.

3. Prices

- 3.1 Our prices are quoted in EUR and USD, excluding customs clearance, taxes, and other public charges, and include only the costs listed in our offer that are foreseeable.
- 3.2 Packaging costs are included in the contract price only if specifically agreed
- 3.3 Costs arising from measures or orders by authorities or other public institutions shall be borne by the client, regardless of the legality of such measures or orders, unless they are attributable to us.
- 3.4 All other costs charged by third parties that affect the execution of the transport, in particular stand fees, storage fees, demurrage, container demurrage, detention, container detention, short-notice multi-stops, or costs arising from waiting times, shall be borne by the client. This does not apply if the incurrence of the costs is attributable to us.
- 3.5 Unless otherwise expressly agreed, our prices assume usual transport and route conditions, the possibility of immediate further forwarding, and unchanged technical specifications and procedural instructions, unless changes were foreseeable for us at the time of contract conclusion. All additional costs resulting from unforeseen changes shall be borne by the client.
- 3.6 If, after the conclusion of the contract, the market prices for the services of our subcontractors have significantly changed (e.g., due to an increase in freight or charter rates for sea transport,

a peak season surcharge, or congestion surcharge) and/or if the fuel costs typically borne by us under the subcontractor contracts have significantly changed, both parties are entitled to request an adjustment of the contract price accordingly.

4. Payment Terms

- 4.1 Our invoices are payable within 14 days after receipt of the invoice in the invoiced currency and without deduction. Installment or partial payments are excluded.
- 4.2 If the client falls into arrears with a payment, we are entitled to make all other claims against the client payable. Furthermore, the client shall bear all fees, costs, and expenses that arise for us or for an assignee in connection with the necessary legal proceedings, including any reminder and collection procedures, abroad.
- 4.3 Offsetting with counterclaims of the client or withholding of payments due to such claims is only permissible to the extent that the counterclaims are undisputed or legally established. Payments from the client shall always be credited in accordance with § 366 paragraph 2 BGB.
- 4.4 We are entitled to assign our claims against the client without their consent.

5. Obligations of the Client; Sanctions and Embargoes

- 5.1 Unless otherwise agreed, the client is obligated to comply with all applicable regulations regarding (international) sanctions and embargoes related to the contractual transport and other logistics services provided by us, and to demonstrate to us by presenting the appropriate documentation that the order does not violate any provisions of these regulations (in particular, but not limited to, sanctions imposed by the European Union in the context of the Russia-Ukraine conflict). The same applies to compliance with all applicable customs and export control regulations. The client must inform us of all relevant restrictions. In the event of such a restriction, we may refuse to fulfill the contract. Furthermore, the client shall indemnify us against all third-party claims arising from a violation of their obligations under this clause 5.1.
- 5.2 Unless otherwise agreed, all packages must be equipped with sufficient lifting and securing points, and the goods must be stackable and suitable for stacking. Wooden packaging must comply with HPE & ISPM 15 standards. In the event of a breach of this obligation, any resulting delays shall be at the client's expense, and we may demand compensation for any additional costs incurred.

6. Liability

We are liable according to the provisions of the General German Freight Forwarding Terms (ADSp) 2017. **Note:** The ADSp 2017 deviates in section 23 regarding the maximum liability for cargo damages (§431 HGB) from the law by limiting liability in multimodal transports that include sea transport and have an unknown damage location to 2 SDR/kg, while the general liability is limited to 8.33 SDR/kg, plus €1.25 million per claim and €2.5 million per damage event, but at least 2 SDR/kg. The complete ADSp 2017 can be viewed on our homepage (www.hanseatic-freight.de). We will send the ADSp 2017 to the client upon request.

7. Termination

- 7.1 The client has the right to terminate the contract at any time without giving reasons. If the client terminates the order, we are entitled to compensation as specified in § 415 (2) HGB.
- 7.2 Both parties may terminate the contract for good cause. For us, a good cause exists in particular if a subcontractor deployed for our service terminates their contract without us being at fault, or if the contracted service is not performed for other reasons, and we cannot procure an equivalent substitute within a reasonable time.

8. Applicable Law and Jurisdiction

For all disputes between the parties (except those concerning cross-border air transport), the District Court of Hamburg shall have jurisdiction; this also applies to disputes regarding the conclusion of a contract. For contracts regarding cross-border transports by truck or rail, the jurisdiction of the District Court of Hamburg is in addition to the jurisdictions provided for by CMR or CIM; in all other cases, it is exclusive. German law applies.

II. Additional Conditions for Road Transports

9. Unless otherwise agreed between the parties, in the case of road transport, the following regulations in this section III apply in addition to the provisions of sections I and II of these Offer Conditions. The provisions of this section III take precedence in the event of contradictions.
- 9.1 The costs for permits and civil escorts are included in the agreed compensation. Excluded are costs for police escorts or BF4 escorts, traffic management measures, route studies, and other requirements arising from the application for the permit (e.g., static calculations, etc.) as well as any necessary services resulting from route surveys or permit conditions. Such costs, plus an expense flat rate, will be charged separately.
- 9.2 Our prices apply for the shortest, commonly used route and include free loading and unloading times of up to 2 hours at the loading and unloading site. Costs for detours, additional transport nights, and extra operating times and stand fees are to be borne by the client.
- 9.3 The loading and unloading site must be freely accessible for drivers and vehicles. The loading and unloading of vehicles themselves is not part of our services unless otherwise agreed.
- 9.4 Unless otherwise agreed, heavy and oversized transports are not scheduled to be covered with tarps.
- 9.5 For heavy or oversized transports requiring a transport permit or exception permit under traffic law, crane services, and related assembly work, the following applies:
- 9.5.1 The execution of oversized and heavy transports as well as crane services on public roads requires the permission or approval of the competent authority, particularly in accordance with §§ 29 III and 46 I No. 5 StVO and § 70 I StVZO, and possibly other special use permits under road law and other necessary public law permits. Contracts concluded under these conditions are subject to a suspensive condition and will end if the permit or approval is denied by the competent authority. Claims for compensation for the services rendered up to that point remain unaffected.
- 9.5.2 If traffic management measures or other conditions and ancillary stipulations to maintain the safety and ease of road traffic and/or to protect the road infrastructure are mandated by authorities, the contracts concluded under these conditions are also subject to the suspensive condition of the timely availability of security forces and the timely implementability of the official security measures.
- 9.5.3 We are entitled to withdraw from the contract without compensation claims if, after careful examination before or during the use of vehicles, equipment, or working devices of any kind, and despite all reasonable efforts to prevent damage, significant damage to third-party and/or our own property and/or personal injury cannot be avoided with a high degree of probability. The exclusion of claims for damages is waived if we have not exercised the care of a diligent merchant (carrier). In the event of cancellation, the fee for crane services will be calculated on a pro-rata basis, while the statutory provisions apply to transport services
- 9.6 We are entitled to immediately suspend operations in the event of danger to equipment, cargo, personnel, and/or third parties. We do not lose our claim for payment of the agreed remuneration in cases of force majeure or if the obstacles could not be averted despite reasonable efforts and utmost care. Weather-related interruptions do not reduce our claim for payment of the agreed remuneration.

III. Additional Conditions for Inland Waterway Transports

10. Unless otherwise agreed between the parties, in the case of inland waterway transport, the following regulations in this section IV apply in addition to the provisions of sections I and II of these Offer Conditions. The provisions of this section IV take precedence in the event of contradictions.
11. In the event of unforeseen waterway closures, delays due to high or low water, obstructions caused by ice, or other waiting times not attributable to us, we are entitled to charge the client any agreed berth fee for such cases.
12. Any necessary substructure and/or ballast for load distribution is excluded and must be agreed upon separately.

IV. Additional Conditions for Sea Transports

13. Unless otherwise agreed between the parties, in the case of sea transports, the following regulations in this section V apply in addition to the provisions of sections I and II of these Offer Conditions. The provisions of this section V take precedence in the event of contradictions.
14. Surcharges will be billed at the rates valid at the time of transport execution (vatos). This applies, for example, to additional sea freight surcharges (Peak Season Surcharge, Congestion Surcharge, etc.) or short-term market-related rate increases.
15. Loading will be carried out with the ship, shipping company, and flag of our choice. There are no restrictions regarding the age or flag of the vessels used unless otherwise agreed.
16. Necessary special loading equipment (cross beams, shackles, etc.) must be provided by the client.
17. The loading of break bulk shipments and container loading of any kind will be carried out with a "deck option."
18. Costs arising from late or incorrect VGM data are to be borne by the client.

V. Additional Conditions for Air Transports

19. Unless otherwise agreed between the parties, in the case of air transports, the following regulations in this section VII apply in addition to the provisions of sections I and II of these Offer Conditions. The provisions of this section VII take precedence in the event of contradictions.
20. Any applicable fuel and security surcharges will be billed at the rates valid at the time of transport execution (vatos).
21. We are not responsible for ensuring that the goods have the status of "secure" (depending on applicability SPX Secured for Passenger Aircraft or SCO Secured for Cargo Aircraft Only). Additional costs will apply for shipping shipments without the status of "secure," which are not included in the offered prices and will be billed based on effort and with written proof.

VI. Liability for Independent, Non-Forwarding Services, Especially Independent Consulting Services

22. Claims for damages and reimbursement of expenses against us exist only in accordance with this clause and are otherwise excluded—regardless of the legal nature of the asserted claim.
23. We are liable under statutory provisions for culpably caused damage to life, body, and health and in cases of intent and gross negligence. We are also liable under statutory provisions if we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods.
24. Otherwise, our liability is excluded unless we have culpably violated a substantial contractual obligation; in this case, liability is limited to foreseeable, typically occurring damage. Substantial contractual obligations are those whose fulfillment makes the proper execution of the contract possible and on whose compliance the contractual partner regularly relies on and may rely.
25. To the extent that liability for damages against us is excluded or limited, this also applies to the personal liability for damages of our employees, workers, staff, representatives, and agents.