



General Terms and Conditions of Business - Business Unit XPress

§ 1 Scope

I. These conditions apply to the transport of shipments that are surrendered to us using the shipping order made available by us for this purpose or using a bill of lading generated by means of our shipping software and that have been accepted by us for transport.

II. The conditions are available on our website and will be provided by us upon request.

III. We reserve the right to unilaterally change and supplement the conditions without providing our contracting parties special notice thereof. The currently valid version of the conditions is posted on the website.

IV. Application of the general terms and conditions for business of the sender or a third party is expressly excluded. Agreements in derogation of these conditions require an express written agreement between the sender and us. Unless stipulated to the contrary in these conditions, the current version of the German Freight Forwarders' Standard Terms and Conditions ("ADSp") apply on a supplementary basis. In the case of transport by air, international transportation conventions may apply (Warsaw Convention - "WC"); (Montreal Convention - "MC"). Cross-border transports may be subject to the CMR (Convention on the Contract for the International Carriage of Goods by Road).

§ 2 Services

I. Service offerings include:

- XPress Air: rapid worldwide delivery of shipments of documents and goods
- XPress Economy: national and international delivery of shipments for which time is not a critical factor
- XPress Special Services: worldwide delivery of particular urgent shipments

II. We undertake the choice of means of transport with the due care of a prudent businessman.

§ 3 Remuneration

I. Remuneration is to be calculated based upon our current price list, which is provided upon request. If, in individual instances, e.g. for special services, divergent agreements are entered into, then these shall have priority.

II. Governmental charges, such as custom duties and a turnover tax on imports, are not included in the remuneration. They will be put forth separately in the invoice.

III. In all cases the sender is also the debtor. This applies to the remuneration itself as well as to other costs such as customs, duties and turnover taxes on imports that are not included in remuneration. In the case of "freight collect" shipments we initially issue the invoice to the consignee. However, the obligation of the sender to pay remains unaffected hereby.

§ 4 Prohibited Goods

I. Unless expressly agreed to otherwise, the following types of shipments are prohibited:

1. Shipments with insufficient packaging and labeling
2. Dangerous goods that require special handling (e.g. those for which a DGR statement is required)
3. Shipment of valuables (e.g. precious metals, jewels, etc.) and works of art
4. Perishable goods (e.g. food)
5. Weapons of all kinds, as well as spontaneously combustible and explosive goods
6. Pre-owned personal property of all types
7. All types of medicine
8. Plants and animals
9. Cash and securities, including postage stamps
10. Alcohol, tobacco, as well as pornographic writings and articles
11. All goods, the import and export of which is prohibited by applicable national regulations
12. Letters of credit
13. CODs of any kind
14. Shipments of jewelry and watches with a value of over €500.00 per parcel or corresponding amounts in local currency
15. goods that exceed a value of €200,000.00 per parcel or corresponding amounts in local currency

II. If the sender violates its obligation to refrain from the shipment of prohibited items, then the sender bears unlimited liability for the results thereof.

III. If goods or shipments, the shipping of which is prohibited under No. I, are nonetheless shipped in derogation thereof, this requires an express written agreement between the sender and us.

§ 5 Inspection

I. We are entitled but not obliged to open shipments consigned to us for transport, either upon our own choosing or subject to an administrative order, and are not subject to any liability in this regard.

§ 6 Liability

I. Unless mandatory statutory provisions or international conventions prevail, our liability is to be based on the current version of the ADSp. **IN CLAUSE 23 THE ADSp 2017 DEVIATE FROM THE STATUTORY LIABILITY LIMITATION IN SECTION 431 GERMAN COMMERCIAL CODE (HGB) BY LIMITING THE LIABILITY FOR MULTIMODAL TRANSPORTATION WITH THE INVOLVEMENT OF SEA CARRIAGE AND AN UNKNOWN DAMAGE LOCATION TO 2 SDR/KG AND, FOR THE REST, THE CUSTOMARY LIABILITY LIMITATION OF 8,33 SDR/KG ADDITIONALLY TO € 1,25 MILLION PER DAMAGE CLAIM AND € 2,5 MILLION PER DAMAGE EVENT, BUT NOT LESS THAN 2 SDR/KG.**

II. Information concerning an amount or a special declaration of interests in delivery by the sender (Art. 22 of the WC, Art. 22 of the MC) is to be separately provided by the sender in writing in the form of a special notification. Specifying a value in the fields "shipper's declared value for transport/customs" and "content and value of goods" by the sender is not to be considered a declaration of value in accordance with Art. 22 WC/MC.

III. Should the limitations of liability as stipulated in the ADSp, in international air transport conventions, or in the CMR prove inapplicable or invalid, then we are only liable in cases involving intent or gross negligence on the part of our legal representatives or vicarious agents. Our liability is limited to normally expected damages, unless the damages consist of loss of life, bodily injury, or impairment to health, or the violation is one of material contractual obligations, i.e. those obligations, the observance of which are a condition for implementing the contract and/or the violation of which endanger the attainment of the contractual purpose.

IV. When shipping goods that are particularly valuable or subject to theft as well as in the case of goods with an actual value of € 100.00 per kilogram or more (clause 1.17 ADSp) the sender is to enter the value and content of the shipment in the fields provided therefor. Entry of the value in this fashion shall not be considered as a declaration of value in accordance with Art. 22 WC/MC. § 4 of this conditions shall remain unaffected thereby.

§ 7 Insurance

I. Upon special written application it is possible to take out transport insurance for goods in favor of the sender with a maximum amount insured of € 200,000.00. If the sender wishes to do this then the value of the shipment and the nature of the goods must be disclosed.

II. Transport insurance for the goods may only be taken out for the benefit of the sender and assignment is excluded.

§ 8 Severability

I. Should a provision of these conditions be or prove to be invalid, then the validity of the remaining provisions shall remain unaffected thereby. The invalid provision is to be replaced by a valid provision that comes closest to the economic content of the invalid provision. The same applies in the case of an unintended loophole.

§ 9 Choice of Law / Venue

I. The law of the Federal Republic of Germany applies.

II. If the ADSp are not applicable, then, to the extent permitted by law, Bremen is the agreed-upon venue for all legal disputes. Art. 31 CMR remains unaffected.