

General Terms and Conditions of Relocation

Section 1: Scope of application

(1) These General Terms and Conditions apply to all services and tenders provided by Schenker Deutschland AG (hereinafter referred to as Contractor) which relate to the "Relocation" product. They are applicable to all business operations with each respective Client - exclusively employers as per Section 14 BGB (German Civil Code) - and for all future contracts which are concluded, even in cases where they are not explicitly agreed upon again for each conclusion of the business transaction.

(2) The General Terms and Conditions of the Client shall not apply, even if reference is repeatedly made to them on business communication or any other documentation.

Section 2: Conclusion of the Contract

(1) All details relating to the Contractor contained within brochures, advertisements, websites or any other similar medium are subject to change without notice and are non-binding. This particularly applies to prices. The Contractor is bound to individual tenders for 30 days following the date of the tender.

(2) The list of services presented on the Contractor's homepage is not a definitive list. Full details of the services are to be determined whilst taking into consideration the precise needs of the Client. They are to be interpreted as a request to the Client to obtain a detailed tender from the Contractor in relation to the services that are required in each individual case.

(3) Work orders are only deemed legally binding if they have been confirmed in writing by the Contractor.

Section 3: Service to be rendered

(1) The service to be rendered by the Contractor is the management of services which are in connection with the relocation process for the Client's employees. The scope of the service includes determining the exact needs of the Client's employee in relation to the relocation and in terms of services involving logistical, technical, administrative, organisational and other elements. It also involves obtaining quotes from the respective service providers which offer such services and arranging the corresponding offers of contract. The Contractor shall not take on any consultancy services in legal, tax or insurance issues.

(2) The Contractor shall put into writing the scope of services for the Client's employee and present this to the Client. Once the scope of services has been approved by the Client in writing, the Contractor shall submit a detailed tender in consideration of the scheduled time intended for the services. The catalogue of services may be expanded at any time by mutual agreement.

(3) As the service it provides, the Contractor shall only carry out consultancy work and work to establish the requirements and not, however, the regular execution of services in line with the requirements which have been determined and assigned to third parties as part of this process. Contracts to perform these services are only to be concluded with third parties by the Client themselves, in their own name and at their own expense.

Section 4: Client's obligation to cooperate

The Client must provide the Contractor with all information and any documentation which is necessary to execute the work orders in full and in good time without being specifically requested to do so.

Section 5: Warranty

The Client shall be required to check the “Relocation Services” which have been performed and to notify the Relocation Experts of any defects immediately in writing. The “Relocation Services” shall be considered accepted if the Client does not make a complaint about the defect within 3 working days after the service was performed. In the event that a defect is communicated, Relocation Services has 5 working days to amend and remedy the defect. There is no entitlement to remediation if the defect can be directly attributed to false information or declarations made by the Client. If no remedy can be found for the defect on two occasions, the Client is permitted to reduce the remuneration amount by the cost of this contractual item. The entitlement to remuneration for the remaining “Relocation Services” which are not defective shall be unaffected by this.

Section 6: Liability

The liability of the Contractor is limited solely to the services and obligations which are the object of the Contract. If vicarious agents are used by the Contractor, the Contractor shall be liable as if it had performed the respective service itself.

There shall be no liability on the part of the Contractor for erroneous information transferred by the Client and the Contractor is not obligated to verify the accuracy of the transferred information.

Both contractual and non-contractual claims from the Client against the Contractor are limited to grossly negligent and intentional acts. This limitation does not apply in the event of injury to life, body or health, or in the event of a breach of fundamental contractual obligations. In the event of a breach of fundamental contractual obligations, liability is limited to the foreseeable damage considered typical when concluding the Contract.

There shall be no liability for indirect damages of any kind; this shall also apply for a slightly negligent breach of fundamental contractual obligations.

The compulsory statutory liability shall remain unaffected by the liability limitations in Section 6.

Section 7: Statute of limitation

(1) All claims from the Client in relation to this Contract expire after a period of one year unless the claims are based on intentional or grossly negligent acts or if the defect was fraudulently concealed by the Contractor. The limitation period shall begin upon performance of the service.

Section 8: Remuneration, payment due date, offsetting and right of retention

(1) The Contractor shall receive its fee, plus VAT, from the Client as per the agreement which has been concluded. Any additional services which deviate from the originally agreed scope of service and which are requested by the Client, and subsequently performed by the Contractor, are to be invoiced separately.

(2) Additional services which are not agreed as per the Contract, but which are necessary in order to achieve the purpose of the Contract, shall be performed separately in consultation with the Client and paid.

(3) The invoicing of travel costs and expenses shall be separately agreed upon as appropriate and reimbursed by the Client once calculated by the Contractor, irrespective of any agreements made for the remuneration of the work.

(4) The Client is obligated to reimburse the Contractor all expenses which are necessary to complete the work, provided that the expenses are not already compensated for with the agreed remuneration amount.

(5) The Contractor is permitted to request a reasonable advance payment on their remuneration entitlement, however, this must not exceed more than 50% of the agreed

remuneration amount. When calculating the advance payment amount, costs which the Contractor itself has to pay in advance should be allowed for.

(6) Payment shall become due once the invoice is issued.

(7) The Client may only offset outstanding amounts against claims asserted by the Contractor if these are recognised or legally binding.

(8) The Client holds no right of retention.

(9) The Contractor is entitled to credit payments from the Client against older debts first, followed by any incurred costs and accrued interest and then finally against the principal claim.

Section 9: Compliance

Should a service of the Contractor under this Contract violate the laws of the European Union, the United Nations, the USA or of individual countries which have been adopted in the fight against terrorism or which impose trade restrictions, such as embargoes, the Contractor shall be entitled to suspend the performance of services and to terminate the works order to this extent without this giving rise to any liability claims.

Section 10: Confidentiality, data protection

(1) The Contractor shall not disclose any confidential information which they have become, or will become, aware of in relation to the Client or its employees. This shall apply unless the transferral of information, especially to employees of companies within the Group, is necessary in order to perform the agreed service or the Contractor is placed under the obligation to disclose such information as a result of governmental actions or orders. Therefore, it shall not be considered a breach against this confidentiality obligation if such information is disclosed to third parties who are sworn to absolute secrecy under law.

(2) The statutory data protection provisions must be complied with.

(3) Both parties agree to fulfil the requirements of the applicable data protection regulations. The contractor obliges his employees comply with the relevant legal provisions for the protection of personal data and educates his employees to that effect. Both parties will pay special attention to the practical implementation in the case that data protection law contains special principles which are mandatory for the provision of the service (for example, compliance with the data protection-friendly implementation of technical requirements by Privacy by design or Privacy by default).

If the realization of a service provided by the contractor is associated with activities for which the conclusion of a processing contract in accordance with the applicable data protection provisions (for example within the meaning of Art. 28 of the General Data Protection Regulation (GDPR)) is required, such a contract must be negotiated and concluded between the parties. In any case, personal data have to be treated confidential by the contractor.

For more details on the handling with personal data by our Company, please visit our data protection policy <https://www.dbschenker.com/de/datenschutz> .

Section 11: Place of jurisdiction and applicable law

German law applies with the exclusion of the UN Sales Law (CISG). The parties agree that Dortmund shall be the exclusive place of jurisdiction, unless mandatory law requires other jurisdictions.

Section 12: Concluding provisions

(1) All agreements and declarations concerning the contractual relationship require the written form to be legally effective. This shall also apply to an agreement requiring an amendment to the written form requirement. With respect to the requirement of written form, e-mails shall only be sufficient if they are accompanied with an electronic signature.

(2) In the event that individual provisions of these General Terms and Conditions are or become invalid, then this shall not affect the validity of the remaining provisions. The parties shall replace the invalid provision with a legally valid provision which best approximates the intended economic and legal purpose of the invalid provision. Should there be an omission in the Contract, the parties shall conclude an agreement to rectify the omission in a manner in which they would have done so, had they recognised the omission prior to concluding the Contract.