

Appendix 3 – DSLV - General Logistics - Terms and Conditions (in accordance with DSLV, Bonn, and ILRM, Bremerhaven)

1. Scope of Application

- 1.1 These General Terms and Conditions for Logistics apply to all logistical (ancillary) services that are not covered by a contract of carriage pursuant to Section 2.1 of the General German Freight Forwarding Conditions (ADSp)—to the extent agreed—or by a freight, freight forwarding, or warehousing contract, but are performed by the Contractor in an economic context related to such a contract.

The logistics services may include activities for the Client or third parties designated by the Client, such as order acceptance (call center), goods handling, goods inspection, goods preparation, country- and customer-specific goods adaptation, assembly, repair, quality control, price labeling, shelf service, installation, or the commissioning of goods and merchandise, or activities related to the planning, implementation, management, or control of order, process, sales, returns, disposal, recycling, and information management.

- 1.2 The Client is the contracting party that commissions its contractual partner to perform logistics services in its own interest or in the interest of a third party.
- 1.3 The Contractor is the contracting party that is commissioned to perform logistics services.
- 1.4 To the extent that the ADSp have been agreed upon, the Logistics Terms and Conditions shall prevail if individual clauses conflict or if a matter cannot be assigned to a specific set of contractual terms.
- 1.5 The Logistics Terms and Conditions do not apply to contracts with consumers.

2. Electronic Data Exchange

- 2.1 Each party is entitled to create, transmit, and exchange declarations and communications electronically (electronic data exchange), provided that the transmitting party is identifiable. The transmitting party bears the risk of loss and the accuracy of the transmitted data.
- 2.2 If a common IT interface must be set up by the Contractor to connect the two data systems, the Contractor shall be reimbursed by the Client for the necessary expenses. Each party is also obligated to implement the customary security and control measures to protect the electronic data exchange from access by third parties and to prevent the alteration, loss, or destruction of electronically transmitted data.
- 2.3 For the receipt of information, statements, and inquiries regarding contract execution, each party shall designate one or more contact persons and provide the other party with their names and contact addresses. If a party does not designate a contact person, the person who concluded the contract on behalf of that party shall be deemed the contact person.
- 2.4 Documents created electronically or digitally shall be deemed equivalent to written documents

3. Confidentiality

- 3.1 Each party is obligated to treat all non-public data and information as confidential and to use it exclusively for its intended purpose. Data and information may only be disclosed to third parties (e.g., insurers, subcontractors) who require it in connection with the performance of the contract. The same principles apply to the confidentiality of electronic data and information.
- 3.2 The obligation of confidentiality does not apply to data and information that must be disclosed to third parties, in particular public authorities, due to legal obligations. The other party must be informed of this immediately.

4. Obligations of the Client, Protection of Intellectual Property

- 4.1 The Client is obligated to provide the items, information, and rights necessary for the performance of the logistics services and to provide any necessary cooperation, in particular
- to supply (intermediate) products and materials,
 - to inform the Contractor of specific characteristics of the goods and processes and of any associated legal, regulatory, or occupational safety requirements, and—where necessary—to train the Contractor's employees, and
 - to develop and update specifications, process descriptions, and material descriptions (manufacturing instructions, designs, and plans) and to verify the Contractor's compliance with them.

These preliminary services and acts of cooperation must be provided in a timely and complete manner. This also includes all necessary information required for optimal capacity planning.

- 4.2 The documents provided pursuant to Section 4.1 remain the intellectual property of the Client. The Contractor may not exercise any right of lien or retention with respect thereto.

5. Obligations of the Contractor

- 5.1 The Contractor is obligated to perform its services in accordance with the Client's specifications under Section 4. The Contractor is entitled, but not obligated, to verify these specifications.
- 5.2 The Contractor, who performs logistical services within the Client's operational organization or, at the Client's direction, at a third party's premises (e.g., shelf-stocking services), shall perform these services in accordance with the Client's instructions and at the Client's risk.
- 5.3 The Contractor is obligated to immediately notify the Client of any objections or irregularities that have arisen during the performance of the contract and to document them.

6. Impediments to Performance, Force Majeure

- 6.1 Impediments to performance that are not attributable to the sphere of risk of either party shall release the parties from their performance obligations for the duration of the disruption and to the extent of its effects. Obstacles to performance include strikes and lockouts, force majeure, civil unrest, acts of war or terrorism, governmental measures, and other unforeseeable, unavoidable, and serious events.
- 6.2 In the event of an exemption under Section 6.1, each contracting party is obligated to
- notify the other party immediately and
 - minimize the impact on the other contracting party to the extent reasonably possible.

7. Contract Adjustment

- 7.1 Agreements regarding prices and services always refer solely to the services specifically listed and to a substantially unchanged volume of goods, orders, or quantity structure. They presuppose, on the one hand, unchanged data processing requirements, quality agreements, and procedural instructions, and, on the other hand, unchanged energy and personnel costs as well as public levies.
- 7.2 If the conditions described in Section 7.1 change, either party may request negotiations regarding an amendment to the contract, effective as of the first day of the month following the request for amendment, unless the party requesting the amendment was aware of the changes at the time the contract was concluded. The contract adjustment must be based on the verifiable changes, including the rationalization effects.
- 7.3 If the contracting parties fail to reach an agreement within one month after the request for an adjustment to the contract was made, the contract may be terminated by either party with one month's notice if the contract term is up to one year, or with three months' notice if the term is longer. This termination may only be declared within one month after the failure to adjust the contract.

8. Transfer of Business

If the contract or its performance involves a transfer of business pursuant to § 613a BGB, the parties undertake to settle the economic consequences, taking into account the term of the contract.

9. Set-off, Retention

With respect to claims arising from a contract for logistics services pursuant to Section 1.1 and related non-contractual claims, set-off or retention is permitted only with respect to due and payable counterclaims against which no valid objection has been raised.

10. Right of Lien and Right of Retention, Retention of Title

- 10.1 The Contractor shall have a right of lien and a right of retention on the goods or other assets under its control for all claims, whether due or not, to which it is entitled against the Client arising from the activities specified in Section 1.1. The right of lien and right of retention shall not exceed the statutory right of lien and right of retention.
- 10.2 The Contractor may exercise a right of lien or retention for claims arising from other contracts concluded with the Client regarding logistics services within the meaning of Section 1.1 only to the extent that such claims are undisputed or if the Client's financial situation jeopardizes the Contractor's claim.
- 10.3 The Client is entitled to prohibit the exercise of the right of lien if it provides the Contractor with an equivalent security (e.g., a directly enforceable bank guarantee).
- 10.4 Section 4.2 remains unaffected.
- 10.5 If, in providing logistics services pursuant to Section 1.1, the Contractor is also required to transfer ownership to the Client, ownership shall remain with the Contractor until full payment has been made.

11. Acceptance, Notification of Defects and Delays

- 11.1 To the extent that acceptance of the logistics service by the Client is required, such acceptance may, due to the cooperative nature of logistics services, be effected through the use, resale, or further processing of the work, or through delivery to the Client or to third parties designated by the Client. To the extent that logistics services are not subject to acceptance, completion shall take the place of acceptance.
- 11.2 The Client is obligated to notify the Contractor of any apparent defects upon acceptance. Such notification must be provided in writing or electronically (Section 2). To meet the deadline, timely dispatch is sufficient, provided the notification reaches the Contractor.
- 11.3 If the Client fails to provide such notice, the logistics service shall be deemed to be in accordance with the contract, unless the Contractor has fraudulently concealed the defect.
- 11.4 Claims arising from the exceeding of performance deadlines shall lapse if the Client does not notify the Contractor thereof within twenty-one days of the provision of the service.

12. Client's Claims for Defects

- 12.1 Whether a logistics service is defective is determined by the terms of the contract and applicable legal provisions. The Contractor shall only assume guarantees regarding quality or durability if these are specifically designated as such in the contract.
- 12.2 If the logistics service is defective, the Client is entitled to subsequent performance. The Contractor shall in all cases have the right to choose between rectification of the defect and a new delivery/new service. If the subsequent performance does not lead to the contractually agreed result, the Client is entitled to a second attempt at subsequent performance. No further claims for subsequent performance shall exist.

- 12.3. If the subsequent performance fails twice or if subsequent performance is not possible due to the nature of the service, the Client may exercise its rights to a reduction in price, rescission, and damages, as well as the right to perform the service itself, as follows.
- 12.3.1 If the Client asserts a claim for a reduction in price, this shall be limited to the loss of the agreed remuneration for the individual, defective logistics service.
- 12.3.2 If the Client asserts the right of rescission, this shall apply only with respect to the individual, defective logistics service. In all other respects, the Client is entitled to the special right of termination instead of the right of withdrawal under the conditions set forth in Section 13.
- 12.3.3 The Client may demand compensation for damages in lieu of performance under the conditions set forth in Section 14.
- 12.3.4 In the event of self-performance, the Client's claim for reimbursement of expenses is limited to an amount not exceeding 20,000 euros.

13. Special Right of Termination

- 13.1 If one of the parties breaches material contractual obligations twice and this leads to a material disruption of operations, the other party shall have the right to terminate this contract with reasonable notice after having granted the breaching party a reasonable period in writing to remedy the breach and this period has expired without the party having fulfilled its obligations.
- 13.2 The right to extraordinary termination for good cause remains unaffected.

14. Contractor's Liability

- 14.1 The contractor shall be liable only if he is at fault for the damage he has caused. The contractor's resulting statutory and contractual liability is limited to foreseeable, typical damage and, in terms of amount,
- 14.1.1 to 20,000 euros per claim.
- 14.1.2 in the event of more than four claims arising from the same cause (e.g., installation errors) or relating to the manufacture or delivery of goods with the same defect (serial defects), to 100,000 euros, regardless of the number of claims giving rise to such damage. This limitation of liability also applies to discrepancies between the target and actual inventory of the goods handed over to the Contractor; in the event of simultaneous surpluses and shortages, this discrepancy shall be determined by offsetting the values.
- 14.1.3 to 500,000 euros for all claims within one year.
- 14.2 The foregoing exemptions from liability and limitations of liability also apply to non-contractual claims against the Contractor, its employees, and other vicarious agents.
- 14.3 The foregoing exemptions from liability and limitations of liability do not apply
- 14.3.1 to injury to life, limb, or health,

14.3.2 to the extent that statutory liability provisions, such as the Product Liability Act, are mandatorily applicable.

14.4 The parties may agree, upon payment of a liability surcharge, that the above liability limits shall be replaced by other amounts

15. Gross Negligence

The above exemptions from liability and limitations of liability do not apply

15.1 In the event of a grossly negligent or intentional breach

- of material contractual obligations by the Contractor, its executive officers, or vicarious agents,
- of other obligations by the Contractor or its executive officers.

15.2 To the extent that the Contractor has fraudulently concealed the damage or has provided a warranty regarding the quality of the logistics service.

16. Contractor's Right to Indemnification

The Client shall indemnify the Contractor and its vicarious agents against all claims by third parties under the Product Liability Act and other third-party protection provisions, unless the Contractor or its vicarious agents have caused the third-party claim through gross negligence or willful misconduct.

17. Statute of Limitations

17.1 Claims arising from a contract pursuant to Section 1.1 shall be barred by the statute of limitations after one year.

17.2 The statute of limitations shall commence for all claims upon the expiration of the day of delivery; for services under a contract for work and materials, upon the expiration of the day of acceptance pursuant to Section 11.1.

17.3 The above limitation periods do not apply

- in the cases specified in Section 15,
- in the event of injury to life, limb, or health, or
- to the extent that statutory limitation provisions are mandatory.

18. Contractor's Liability Insurance

18.1 The Contractor is obligated to take out and maintain liability insurance with an insurer of its choice on standard market terms, covering its liability up to the limits specified in Section 14.

18.2 It is permissible to agree on a maximum indemnity per claim and per year; it is also permissible to agree on the Contractor's contribution to the loss.

- 18.3 At the Client's request, the Contractor must provide proof of this liability insurance coverage by means of a confirmation from the insurer.

19. Place of Performance, Jurisdiction, Governing Law

- 19.1 The place of performance for all parties is the location of the Contractor's branch office to which the order is addressed.
- 19.2 The venue for all legal disputes arising from the contractual relationship or in connection therewith shall be, for all parties involved, provided they are merchants or equivalent, the location of the Contractor's branch to which the order is addressed; this venue shall be exclusive for claims against the Contractor.
- 19.3 German law shall apply to the legal relationship between the Contractor and the Client or the Client's legal successors, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

20. Final Provisions

- 20.1 In determining the amount of compensation to be paid by the Contractor, the Contractor's financial circumstances, the nature, scope, and duration of the business relationship, any contribution by the Client to the cause or fault in accordance with Section 254 of the German Civil Code (BGB), and the extent of the Client's supervision and control over the procedures used shall be taken into account in favor of the Contractor. In particular, the compensation, costs, and expenses to be borne by the Contractor must be in reasonable proportion to the Contractor's proceeds from the services provided to the Client.
- 20.2 If one contracting party suspends payments or if insolvency proceedings are initiated against its assets or an out-of-court settlement procedure is applied for, the other party is entitled to withdraw from the contract with respect to the unfulfilled portion.
- 20.3 Should any provision of the Logistics Terms and Conditions or of the additional agreements entered into be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties are obligated to replace the invalid provision with a provision that comes as close as possible to its economic effect.