

## **Addendum to the TNT Express Terms and Conditions of Carriage Europe, effective from July 1, 2021**

Each contract of carriage for Shipments originating in the Federal Republic of Germany incorporates the TNT Terms and Conditions of Carriage Europe (the “**European Conditions**”) and additionally the stipulations in this Addendum to the European Conditions (the “**Addendum**”), thereby amending and supplementing the European Conditions as set forth hereinafter.

Shipments originating from outside the Federal Republic of Germany are subject to local tariffs and the terms and conditions of the TNT affiliate, branch or independent contractor that accepted the Shipment. For those Shipments, the Addendum will not apply.

If and to the extent the Addendum does not amend and supplement the stipulations of the European Conditions, the European Conditions remain in force and effect without changes.

If and to the extent the Addendum amends and supplements the European Conditions, such modifications and additions shall apply and prevail over the stipulations of the European Conditions.

Capitalized terms used but not defined in this Addendum have the meanings assigned to such terms in the European Conditions, as the case may be.

### **1. BILLING (SECTION 6 OF THE EUROPEAN CONDITIONS)**

#### **1.1** Instead of Section 6.1 of the European Conditions the following will apply:

Invoices for Transportation Charges and related Charges are in principle payable within 30 days of the invoice date. For services related to certain countries a different payment term may apply; details are available upon request. Invoices for duties, taxes and other related Charges are payable upon receipt. Notwithstanding, TNT reserves the right to require payment of any Charges in advance. Set-off or retention rights are only permitted if the claim with which the set-off is made or the right of retention is based on has been legally established or is undisputed by TNT.

#### **1.2** Instead of Section 6.4 of the European Conditions the following will apply:

In the event of late payment, TNT reserves the right to apply late payment interest and/or administrative costs according to Section 288 German Civil Code (*Bürgerliches Gesetzbuch*) and Section 355 German Commercial Code (*Handelsgesetzbuch*) as far as the latter is applicable.

### **2. ROUTING (SECTION 15 OF THE EUROPEAN CONDITIONS)**

Instead of Section 15 of the European Conditions the following will apply:

**Routing.** Generally, the transportation services of TNT are performed by international carriage by air, which generally leads to a mandatory applicability of the Montreal Convention or the Warsaw Convention. The liability provisions of the Montreal Convention respectively of the Warsaw Convention apply as far as it is applicable to the specific freight concerned. The international carriage by air does also comprise ancillary transports to and from the operationally and economically reasonable airport chosen by TNT in its own discretion. The routing may change from time to time without notice. TNT cannot disclose its route details or detailed network security measures, in order to protect the goods travelling therein. Audits on TNT network locations or vehicles are also therefore not allowed, unless there is a statutory or legal requirement. The customer is able to track its Shipment via TNT Tracking.

### 3. LIMITS OF LIABILITY (SECTION 20 OF THE EUROPEAN CONDITIONS)

3.1 Instead of Section 20.1 of the European Conditions the following will apply:

**Standard Limits of Liability for Transportation Services.** TNT's liability for loss, damage or, delay in connection with the provision of Transportation Services will generally be governed and limited by the Conventions or the national transport laws mandatorily applicable to a Shipment. TNT's respective liability will be limited to the higher of a) the amount provided by the applicable Conventions / national transport laws or b) US\$100 per Shipment (unless the Sender declares a higher value for carriage and pays the required fee as described in Section 20.3 of the European Conditions).

3.2 Instead of Section 20.2 of the European Conditions the following will apply

If not governed by Section 20.1 (Standard Limits of Liability for Transportation Services) of the European Conditions, TNT shall be liable for damages and reimbursement of fruitless expenditures in connection with the provision of Ancillary Services for whatever legal reason only according to the stipulations of this Section 3.2 as follows:

- a. TNT's liability for loss, damage, delay or any other claim in connection with the provision of Ancillary Services, or other breach of contract is limited to 3.40 EUROS per kilogram, in all cases not exceeding a maximum liability of 10,000 EUROS per event or series of connected events. This does not apply in cases of Section 3.2.b. and 3.2.c.
- b. TNT shall be liable without limitation for wilful misconduct or gross negligence of TNT's executive bodies, legal representatives, employees or other vicarious agents as well as on account of loss of life, physical injury or impairment of health, for damage claims pursuant to the German Law on Product Liability (*Produkthaftungsgesetz*) and for a written guarantee given by TNT.
- c. In case of slight negligence of TNT's executive bodies, legal representatives, employees or other vicarious agents, the liability of TNT is limited to the breach of a material obligation under the respective agreement with TNT (**“Cardinal**

**Obligation**”). A Cardinal Obligation is any contractual obligation that is essential for the proper fulfilment of the respective agreement and in which the contract partner can rely to be fulfilled. TNT’s liability in those cases is furthermore limited to the amount of the foreseeable damage, which at the time of entering into the respective agreement with TNT is typical in those cases.

3.3. Instead of Section 20.5.c. of the European Conditions the following will apply:

TNT’s liability for proven loss, damage, delay or any other claim in connection with the Shipment will not exceed the Shipment’s repair cost, its depreciated value or its replacement cost, whichever is less, unless provided by mandatory legal regulations. TNT is entitled to require independent proof of the value of the contents of a Shipment for which a claim is made.

3.4. Section 20.5.e. of the European Conditions does not apply.

#### 4. **LIABILITIES NOT ASSUMED (SECTION 21 OF THE EUROPEAN CONDITIONS)**

The following additional Section 21.5. will apply:

An exclusion or limitation of liability by TNT does not apply in case of wilful misconduct and gross negligence of TNT and its employees, agents or subcontractors except as far as the provisions of the Montreal Convention or Protocol No. 4 of the Warsaw Convention apply.

An exclusion or limitation of liability by TNT does not apply in the case of fatal injury, personal injury or damage to health except as far as legally permitted by the provisions of the Montreal Convention, Protocol No. 4 of the Warsaw Convention or the German Air Traffic Law (*Luftverkehrsgesetz*).