

GENERAL TERMS AND CONDITIONS OF BUSINESS

The general terms and conditions of business of TNT Mehrwertlogistik GmbH (hereafter: TNT) apply to all orders placed with TNT, irrespective of whether it involves haulage, freight or warehousing business. All orders, including those of non-merchants, will be performed exclusively on the basis of the following agreement. The terms and conditions of business also apply to future contracts, even where there is no repeated reference to the general terms and conditions of business of TNT. Any agreements that deviate from these general terms and conditions of business must be confirmed in writing by TNT in order to be effective. Drivers and warehouse employees are not authorized to issue or receive contractual declarations.

The general terms and conditions of business contain exclusions of and restrictions on liability that TNT and companies contracted by TNT can rely on. TNT therefore makes express reference to taking out adequate transport insurance.

1. General

The area of application for our prices and terms is the mainland Federal Republic of Germany.

2. Goods excluded from transportation

TNT does not accept any orders that relate to the following goods: Precious metals, jewellery, precious stones, money, coins, securities, antiques, works of art, stamps or other tokens, unique items and other goods of exceptional value; dangerous goods as defined in the German Dangerous Goods Act (Gefahrgutgesetz), in particular radioactive materials, explosive goods, weapons, munitions and goods that could cause harm to other goods, the environment or people, or in respect of which the transportation, import or export is prohibited by applicable law; cytostatic drugs; live plants; animals; perishable goods and temperature-sensitive goods, as well as mortal remains; shipments whose content, external appearance, transportation or storage contravene a statutory or official prohibition, or which would require special equipment, safety measures or authorisations.

Excluded goods may only be provided to TNT by the sender if a special written agreement has been made with TNT in advance. TNT is not liable for loss of and/or damage to goods provided to TNT for transportation in contravention of the transportation exclusions. TNT is not responsible for verifying whether goods are subject to any transportation exclusions. In case a suspicion of a violation occurs, TNT is allowed to open and check the consignment.

3. Customer responsibilities

The customer ensures being the owner of the goods or being authorized to release goods to TNT as well as complying with all legal or other regulations relating to the ownership of the goods. Furthermore, the customer is bound to provide all items, rights as well as their participation – where appropriate – and all information in order to execute the agreed services, especially if TNT must be informed about specific particularities of goods and practices as well as licensing requirements and orders or any other obligations involved. This also implies any information which are necessary for optimal capacity planning. In the event a third party should derive further rights from their property – also pledged property – TNT will be exempted by the customer in this respect.

4. Warehouse management

TNT and the customer together will monitor the stock of inventory and will jointly identify deviations of inventory accounting and actual stock. In order to ensure a proper storage by TNT, goods may not be placed into or removed from stock by the customer or any third party but by TNT only. However, if allowed by the current business activities, the customer may access the warehouse during normal working hours accompanied by TNT staff. The customer commits to follow all rules and regulations (e.g. access regulations) applying at the TNT premises.

5. Costs

Transport charges per order are calculated on the basis of our respective valid price lists plus value added tax and transport insurance premiums. TNT would be happy to send you your agreement and your price list on request.

6. Responsibility for costs

In the case that any missing or incorrect information (e.g. missing address information) relevant for storage and handling of the goods lead to additional work and expense, the latter may be charged to the customer by TNT.

Costs that arise due to the recipient refusing delivery or for the third and each subsequent delivery attempt to the same address, as well as in the event of a vehicle re-routing (e.g. due to an incorrect address) will be borne by the person placing the order.

7. Invoices / Payment Terms

All charges and expenses are immediately due and payable. Amounts owed may only be offset against TNT receivables to the extent that such amounts owed are undisputed or have been finally determined by a court. The same applies for asserting a right to withhold payment.

8. Exceptional increase in costs

Unforeseeable increases in costs (e.g. for fuel) will be added to the price following prior notice.

9. Limitation of liability

If and in so far goods will be damaged in relation to appointed logistic services resulting in a claim in accordance with the regulations §§ 425 to 450 Commercial Code, the General Terms and Conditions of Business of TNT Express GmbH which can be found under www.tnt.de (search word 'AGB') will be valid – even if TNT Express is not the carrier for the particular service.

Diverging from § 431 para. 1 and 2 Commercial Code, these General Terms and Conditions of Business of TNT Express GmbH stipulate a limitation of liability to two special drawing rights (SDR) per damaged or lost kilogram of the shipment.

Besides this, mandatory statutory rules which are based upon international conventions (e.g. the Montreal Convention) may be aimed at other limitations of liability.

For all other logistic services of TNT, e.g. storage, picking, packing and others – especially contractual services, the following liability regulations apply:

In case of loss or damage of goods in charge of TNT, TNT's liability is limited to EUR 5.00 per kilogram of the damaged or lost goods, but in any event not exceeding EUR 25,000.00 per claim. Furthermore, for other pecuniary detriments TNT's liability is limited to an amount equal to three times the amount of the remuneration stipulated for the part of the goods which is affected (for warehousing charges this relates to the monthly charges) – in any event not exceeding EUR 5,000.00 per claim. In the event of inventory discrepancies, a value-based balancing of shortages and surpluses is undertaken. If there are multiple claims by different clients or parties concerning one and the same case of loss or damage, TNT's liability is in any case limited to EUR 2 Mio. per liability case. TNT is liable to multiple claimants at a ratio proportionally to their claims. Among the preceding limitations of liability, the lowest will apply.

The limitations of liability herein before mentioned do not apply if the claim is due to acts or omissions of TNT, TNT's legal representatives or vicarious agents which have been undertaken premeditatedly, frivolously and while being aware of the risk of loss or damage to the goods. This also applies if the claim has occurred due to breach of duty regarding contractual obligations. In case of a violation of contractual obligations the title to compensation is limited to the predictable, typical claim, unless the customer is a consumer. In case of a claim due to forfeiture of a contractual penalty, TNT can only be held liable by the client if the risk of a contractual penalty in context of the services to be undertaken by TNT has been pointed out in written form at the conclusion of contract.

10. Impediments to performance, force majeure

For impediments to performance which cannot be attributed to TNT's risk area, TNT are exempted from their contractual obligations within extent and duration of the impediment. Impediments to performance are industrial actions and lockouts, force majeure, riots, acts of war or terrorism, authority measures as well as other unpredictable, inevitable and serious events. In case of such exemptions, TNT is obliged to immediately inform the client and to keep the consequences as low as possible within reasonable bounds.

11. Delivery

Deliveries will be made to the receiver or other persons who may, according to circumstances, be expected to be authorized to accept the goods. This includes in particular any person attending the receiver's private or business premises as well as tenants and neighbors. Goods will not be handed over to tenants and neighbours if the sender gives opposing advance instructions or if the receiver prohibits a suchlike delivery by notice in writing to TNT. In case of a collection of goods at the warehouses, the handing-over will be made with discharging effect to all persons which are employees, representatives, or a subcontractor (e.g. courier, forwarding agent) of the client, even if TNT does not ask for a proof of authorization.

12. Proof of delivery

TNT may use electronic means in order to prove delivery. On request, you will receive free IT screen information within four weeks of the date of delivery. We can send you a written proof of delivery at a price of €12.80 net each. Please contact your responsible TNT branch if this should be required. If the delivery is confirmed by the receiver's electronic signature, the client agrees explicitly that the later reproduction of this signature is a valid proof of delivery.

13. Statute of limitation

All claims within the contractual relationship with TNT lapse after one year unless legal regulations – for example in favor of consumers §§ 475a, 475h Commercial Code – provide for limitation rules which are wholly or partially different. The process of the limitation of storage-related compensations starts with the removal of the goods from the warehouse. The above-mentioned limitation rules are not valid if the claim arises due to intent or gross negligence according to paragraph 9 of these General Terms and Conditions.

14. Documentation

Generally, TNT receives orders in electronic form. TNT is not liable for any errors occurring at orders exceptionally accepted via phone by TNT staff. TNT is not obliged to recheck the details of the TNT order or to compare with the delivery notes if applicable.

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The ordering client ensures the completeness and accuracy of his information regarding the goods, especially the kind of the goods, their handling and storage specifications and their hazardous nature if applicable.

15. Particular considerations

1. Your goods must be packed suitably for transportation.
2. TNT is not responsible for the compliance with German or foreign export control regulations. The customer ensures that goods which do not comply with German or foreign export control regulations are not handed over to TNT and releases TNT from all third-party claims arising against TNT due to breaches of such regulations.
3. If storage services are required, TNT is expressly allowed to store the goods at a third-party company. On demand, the company and the actual storage location will be named to the customer.
4. TNT does not guarantee constant availability of additional storage capacities or spaces and there is no corresponding right on part of the customer to claim it.
5. If and in so far as TNT has been asked to perform transport services in terms of §§ 407 to 450 Commercial Code, these services are carried out by TNT themselves, by TNT Express GmbH or subcontractors. Within the contractual relation of TNT and the customer/contracting party, the terms and conditions for national and international services of TNT Express GmbH which have been valid when the contract was concluded (see www.tnt.de, search word 'AGB'), will additionally apply for such transport services.

16. Jurisdiction

The contractual relationship is subject to German law. The place of performance and place of exclusive jurisdiction is Siegburg unless mandatory legal provisions determine another place of jurisdiction or it concerns a contract with a consumer and other non-merchants. Furthermore, Siegburg is exclusive place of jurisdiction if the customer/contracting party have no general place of jurisdiction in Germany or, after conclusion of the contract, move their domicile or permanent place of residence abroad or if domicile/ permanent place of residence are unknown at the time when the claim is raised.

If you have any questions about these terms and conditions or if you would like information about services other than the standard services described here, please contact the TNT specialists who look after you.

Revised: 5 | 20. Valid in the most recent version. In case of differences between the German and English versions or in other cases of doubt, the German version applies. Subject to change. You can find the current General Terms and Conditions of Business and information about the costs and service fees stated above from your TNT branch or on the internet at www.tnt.de/nebenkosten.