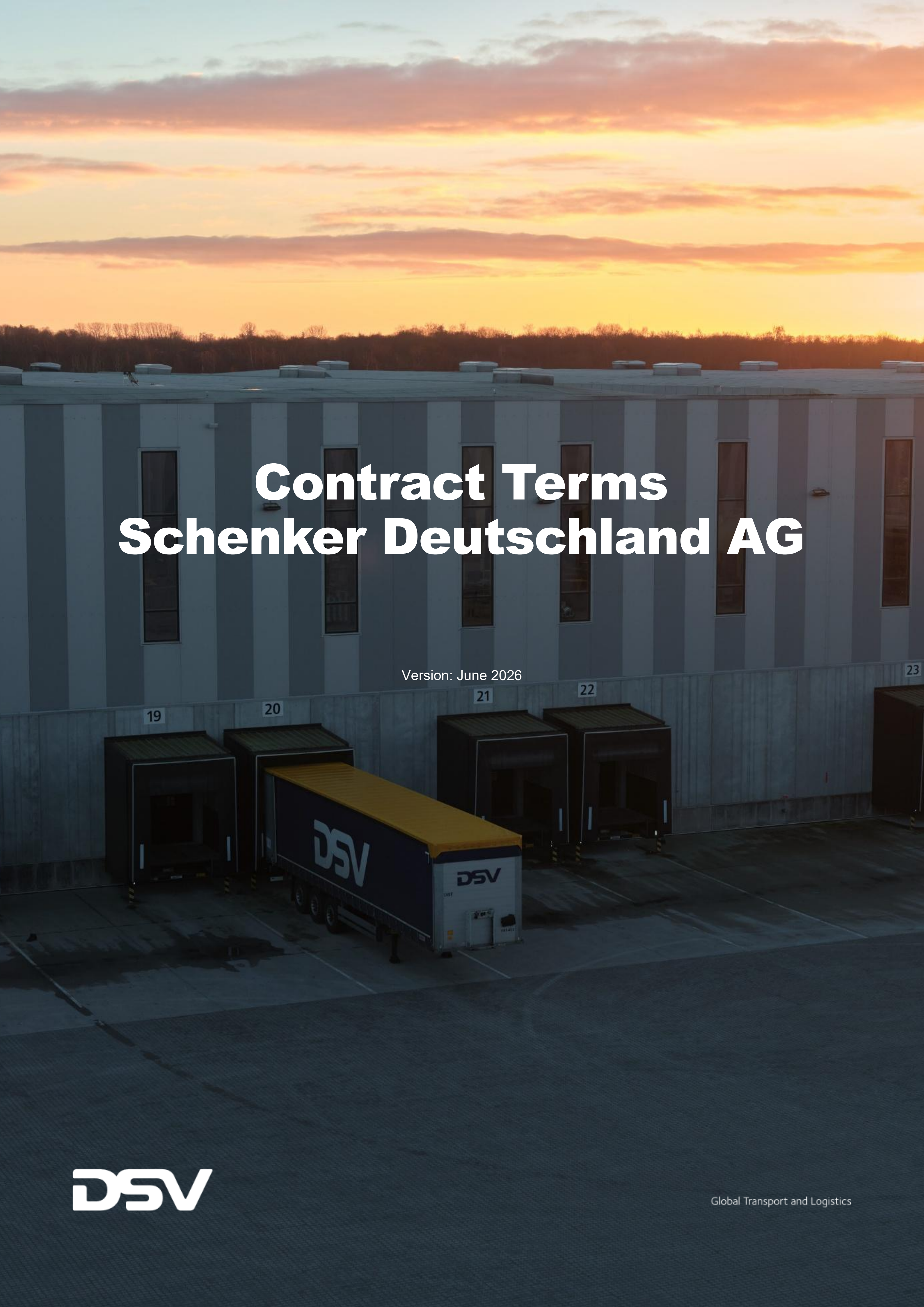

# Contract Terms
# Schenker Deutschland AG

Version: June 2026

Global Transport and Logistics

## Contract Terms

Schenker Deutschland AG (hereinafter "DSV")

(1) Our offer is based on the currently applicable wages and tariffs, currency parities, current fuel costs, the assumption of goods of customary market scope, the agreed weight and agreed condition, as well as the shipment structure data and calculation bases provided to us. The validity period is specified in the offer.

(2) Should cost-relevant changes occur, DSV is entitled to adjust the prices accordingly even during the indicated validity period. This includes, in particular but not limited to, changes in existing legal regulations governing the transport of the goods to be carried, the introduction or increase of road user charges, adjustments in tariff structures, increases in diesel prices, changing transport conditions, altered routing, modified data processing requirements, procedural instructions, as well as deviations in shipment structure, calculation bases, and other assumptions pursuant to Section 1.

(3) Price adjustments must be communicated by DSV to the customer with a lead time of two weeks. The customer may object to the price adjustment within this two-week period; otherwise, the price adjustment shall be deemed accepted. In the event of an objection, both parties are entitled to terminate the price agreement with two weeks' notice in text form.

(4) The provisions of the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) shall apply additionally to the contractual relationship. **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**. The ADSp 2017 can be accessed at ADSp 2017 under "Terms and Conditions". By way of deviation, set-off or retention against claims arising from the transport contract and related non-contractual claims is only permitted if the due counterclaim is undisputed, ready for decision, or has been finally adjudicated.

**The customer further waives the right to assert any claims for damages against DSV if the damage caused does not exceed an amount of EUR 200.00 (so-called minor damage waiver).** This waiver does not apply in cases of intentional or grossly negligent conduct, nor in situations where liability is mandatory under applicable law.

(5) If DSV is instructed by the customer to collect freight charges, customs duties, taxes, etc. from the consignee or third parties, the customer shall indemnify DSV if DSV is unable to collect such freight charges, customs duties, taxes, etc. from the consignee. This applies unless DSV is responsible for the failure to collect.

(6) To reflect the additional efforts arising from increased personnel and equipment requirements during peak periods - particularly in spring and autumn - while maintaining the agreed service quality, a seasonal surcharge shall be applied. Customers can find the current information and the applicable seasonal surcharge at the following link: Surcharges

(7) For transports to Scandinavia and the UK & IE, the so-called Marpol surcharge is invoiced separately and additionally via a monthly floating model. The currently applicable surcharges can be found at: Surcharges

(8) Shipping companies operating between ports in the EU/EEA must pay annual EU allowances (EUAs) for greenhouse gas emissions (ETS). Emissions are monitored and verified under EU regulations, meaning that over time more emission types, ship categories, and vessel sizes are included. The currently applicable surcharges for shipments can be found at: Surcharges

(9) To ensure the stability of transport services on the short sea corridors, even in times of fluctuating fuel prices, an additional *Emergency BAF Surcharge* shall be applied. This surcharge is levied in addition

to the existing diesel surcharge. The surcharge is imposed by the respective ferry operators. The currently applicable surcharges can be accessed at the following link: Surcharges

(10) All quoted prices are exclusive of cargo insurance (WTV). Transport insurance is only arranged upon explicit instruction (Clause 21 ADSp 2017). The insurance premium is shown separately on the invoice and charged accordingly. The cost of the insurance depends on the value of goods declared by the customer. If no value is declared, the calculation is based on a weight table. Both tables can be viewed at: Weight table

(11) The payment term for freight charges and tariffs is 14 days from the invoice date. All prices stated are net prices. For intra-Community shipments, the prices are subject to the statutory value-added tax. Disbursements for customs duties and import VAT remain payable immediately.

The agreed payment term is valid only if DSV obtains credit insurance coverage from Atradius Kreditversicherung, Opladener Str. 14, D-50679 Cologne. The customer’s credit limit is specified in the offer. DSV reserves the right to require advance payment.
Unless expressly agreed otherwise, offers and invoices for services and/or from services are issued exclusively in EURO.

DSV has implemented an electronic invoicing procedure. If no confirmation or email address is provided at the time of order placement, an additional handling fee will be charged.

(12) Please note that the diesel surcharge may vary weekly based on current fuel prices. The current diesel surcharge can be found at: Surcharges

(13)
National:
For chargeable weight from 1 to 5 loading spaces or 1–5 non-stackable EPAL pallets or comparable pallets/cages or up to 2 loading meters or 2,500 kg, the chargeable weight is the maximum of volumetric weight and actual weight.

Conversion factor: 250 kg per cbm and 1,250 kg per loading meter
Minimum weight per Euro pallet (120 × 80 cm) -> 250 kg
Minimum weight per half pallet (80 × 60 cm) -> 125 kg
Minimum weight per cage pallet -> 250 kg

From 5 loading spaces or 5 non-stackable EPAL pallets or comparable pallets/cages or from 2 loading meters or from 2,501 kg, the chargeable weight is the maximum of volumetric weight, loading-meter weight, and actual weight.

Conversion factor: 250 kg per cbm and 1,250 kg per loading meter

National groupage shipments stored for more than three (3) working days will, from the fourth (4th) working day onward, be charged storage fees of EUR 15 per pallet/day, provided that DSV is not responsible for the extended storage. The maximum storage period is eight (8) working days.

International:
For chargeable weight up to and including 2 loading meters, the chargeable weight is the maximum of volumetric weight and actual weight. From 2 loading meters onward, the chargeable weight is the maximum of volumetric weight, loading-meter weight, and actual weight. The applicable conversion factors per cubic meter and loading meter can be found in the freight tables.

Other:
ADR shipments are generally not stacked.

Islands and ski resorts upon request.

Pallet exchange (DE, AT, BE, NL, LU and CH) is carried out subject to a depreciation rate of 20% of the pallets to be exchanged. The depreciation rate serves as a flat-rate compensation for quantitative losses arising from circulation and wear and is charged to the load carrier account.

Pallets are eligible for exchange if they meet at least Quality Class C in accordance with GS1 pursuant to UIC 435-2/-4. DSV will generally return exchangeable pallets of Class C; higher-grade pallets may be provided subject to an additional fee or upgrade surcharge.

Irrespective of the depreciation rate, DSV is entitled to fully charge load carriers to the shipper's load carrier account if no proper exchange takes place at the consignee (e.g., rejection as single-use or defective pallets, insufficient exchange stock, or other obstacles to exchange).

If, in the event of non-exchange, a pallet voucher is issued by an external pallet service provider (e.g., DPL, PAKi, etc.), any resulting pooling fees will be passed on to the customer.

For load carrier inventories provided by DSV or held on behalf of the customer that remain with DSV beyond normal turnover, DSV is entitled to charge rental and storage fees; an allowance is determined based on the average monthly outbound volume.

(14) The offer is based on the acceptance of non-hazardous "commercial goods" (as defined by applicable dangerous goods regulations), which are packaged and labelled by the customer for safe transport in LTL/FTL road traffic. DSV is entitled to refuse acceptance or onward carriage if there is reason to believe that the shipment is excluded from forwarding handling under this clause. All documents required for transport must be provided to DSV in written form before the shipment is handed over.

Unless otherwise agreed individually, the following goods are excluded:

- Exclusions according to ADSp 2017,
- Removal goods,
- Temperature-controlled goods,
- Live animals, unpackaged plants, perishable goods,
- Items, weapons, and ammunition subject to the German War Weapons Control Act,
- Shipments requiring side unloading or crane unloading,
- Packages over 30 kg that cannot be handled with industrial trucks

(15) Unless otherwise offered, all transports are exclusive of export clearance (ATLAS procedure), customs duties, and taxes. DSV will offer export clearance upon request. Customs tariff information provided by DSV is non-binding. The customer or its appointed agent remains responsible for verifying tariff numbers.

(16) The parties acknowledge that the import, export, and re-export of goods and/or the provision of related services may be subject to laws and regulations issued by competent authorities ("export control regulations"), particularly EU and US export control laws. Each party represents and warrants that it complies with all applicable export control regulations, including anti-boycott provisions, sanctions requirements, and sanctions list screening in connection with import, export, customs, and domestic transactions.

The customer is responsible for determining whether its goods are subject to export control regulations and will obtain all required licenses, approvals, permits, and/or exemptions. The customer shall provide DSV with all relevant information reasonably requested to verify compliance before DSV performs its services.

For services relating to countries subject to US embargoes, the customer expressly confirms that:

a. the shipments contain no goods of US origin or goods with US content unless an appropriate authorization from US authorities exists, and
b. the shipments and/or related services have no US nexus unless an authorization from US authorities exists.

DSV reserves the right to suspend service performance if trade restrictions apply, are newly introduced, reinstated, or amended.

The customer confirms that DSV is not obliged to provide services relating to goods for internal repression, ITAR goods, and/or military goods, and guarantees that such goods will not be and have not been handed over to DSV.

(17) The offer is valid only if freight payment is made in Germany and if the DSV branch office that issued the offer is the one commissioned.

(18) The agreed prices lose their validity if no orders are placed with DSV by the customer within a continuous period of 3 calendar months. Customers with exclusively seasonal business are exempt.

(19) The parties mutually agree to treat the contents of this agreement as confidential. Disclosure of information, data, or conditions to third parties is prohibited. Clause 31 ADSp 2017 applies accordingly.

(20) If any provision of these contract terms or any part thereof is or becomes invalid, the remaining provisions shall remain effective. Invalid provisions shall be replaced in good faith by provisions that most closely reflect the original intent. If this is not possible, the statutory provision shall apply. The same applies in the event of an unintended contractual gap.

(21) Amendments or supplements to this contract must be made in text form to be valid. No verbal side agreements have been made.

Registered office: Bremen • Commercial Register: Amtsgericht Bremen, HRB 42033 HB • VAT ID No.: DE811228366

Head office: Schenker Deutschland AG, Schlachte 15/18, D-28195 Bremen • Executive Board: Henrik Fritz Poulsen, Nicolai Knudsen • Chairman of the Supervisory Board: Magnus Malmqvist