

**General Terms and Conditions of Business
of IBC Internationale Spedition GmbH, Ansfelden, Austria, FN 118677a (IBC)
(Ts and Cs)**

Scope of validity

These Ts and Cs apply for all logistics, forwarding, warehouse and transport services provided by IBC: In addition, the General Austrian Terms and Conditions for Forwarding Agents (AÖSp, retrievable at <https://www.wko.at/branchen/transport-verkehr/spedition-logistik/allgemeine-geschaeftsbedingungen.html>) apply in the respectively valid version unless these inevitably conflict with statutory provisions or international agreements (e.g. CMR, MC, WA, CIM, Hague-Visby Rules, Hamburg Rules, etc.). If these Ts and Cs deviate from the AÖSp, these Ts and Cs explicitly take precedence.

Terms and conditions of business of the contractual partner only apply if IBC has given its explicit consent to these in writing. This applies for all regulations of such terms and conditions of business and also for other conditions of the contractual partner, not just for regulations that conflict with the Ts and Cs of IBC. Verbal side agreements are not valid.

Offer, information

Offers of IBC are based on the respectively current rates, tariffs and exchange rates and are subject to change until a contract has been concluded that will be done by confirmation of the individual order in each case by IBC or transmission of the AWB for air freight pursuant to the Warsaw Convention at the conditions named by IBC there in each case. Offers are confidential and solely intended for the respective addressee.

In the event of an offer being sent to third parties without written consent from IBC, the recipient of the offer owes a contractual penalty to IBC in the amount of EUR 10,000.00 (subject to compensation that exceeds this).

When drawing up offers, IBC is not obligated to check information from the Principal. Prices offered are based on the unchecked details and can change based on the actual properties of goods transported (e.g. dimension, hazardous goods, etc.). The Principal must point out to IBC any risks or statutory prohibitions (e.g. special characteristics of the goods, refrigeration conditions, export/import conditions, intellectual property rights, etc.) in connection with the goods and is liable for all damage in this regard. In the event of legal uncertainties or risks (in particular also a lack of insurance cover, IBC is not obligated to carry out or continue the work. Information from IBC regarding delivery times and deadlines or regarding collection or delivery dates, customs, fees, taxes etc. is non-binding.

Cash on delivery deliveries are restricted to a maximum of EUR 500.00, subject to national and international limits. IBC reserves the right to change air and sea cargo rates at any time, also without prior notice.

Takeover of goods, execution of work

When taking over goods, IBC is not obligated to check damage, incorrect volumes or defects and/or suitability of the packaging.

All freight items are to be subjected to a security check before they are loaded into an aircraft if the Principal is not a "known consignor" pursuant to Art. 3 Para. 27 of Regulation (EC) No. 300/2008. The Principal declares its agreement that the goods handed over for consignment be subjected to a manual check and that the packaging may also be opened for this purpose. Liability on the part of IBC is restricted to wilful intent and gross negligence and the existence thereof is to be proven by the Principal. An obligation on the part of IBC to carry out such a safety check is explicitly not agreed.

IBC is entitled to issue and send freight documents and in this case acts in the name of and for the risk of the Principal or the latter's agent. If there is no explicit written agreement otherwise, loading and unloading will be done by the Principal or the latter's agents. In the event of delays, demurrage may be charged to the Principal. IBC will only resort to legal measures (e.g. measures under customs law, legal measures in the event of confiscation, etc.) on explicit and substantiated written order and, if applicable, in return for the provision of security.

In the case of provision of a HGV or container consignments, two hours are available for loading and unloading; in addition, demurrage/detention per hour commenced will be charged. Primarily, however, the respective conditions of the implementing freight forwarders, shipping agents and port conditions apply and the Principal has to comply with all regulations in this regard and pay all costs or reimburse them to IBC.

Despite agreed air and sea freight transportation, sections of the route can also be carried out as overland transportation by HGV or rail at the free choice of IBC.

Remuneration, payment

Prices named by IBC are exclusive of sales tax and other levies and fees and the Principal must also pay for these. Unless otherwise agreed in writing, invoices are due without reduction immediately after receipt. If payment deadlines are agreed, IBC can make the execution of further work dependent on the compliance with limits set independently by IBC. Objections to invoices are to be sent in writing to IBC at the latest within fourteen days with the specific complaint; otherwise, the

reason for and the amount of the invoice are deemed to have been acknowledged. In the event of delay, the Principal shall pay for interest and collection costs.

Loading aids, containers

Unless there is an explicit agreement otherwise, all loading aids, in particular containers, are to be returned in an undamaged condition, swept out and free from dirt, labels or addresses and from contamination. Costs incurred as the result of non-compliance are to be paid for or compensated by the Principal.

The taking back of packaging pursuant to the Packaging Ordinance and return or exchange of pallets, pallet cages and other loading aids or auxiliary equipment for transport will only be done by IBC after separate written agreement.

Insurance, liability

Transport insurances and insurances of warehouse goods against risks such as fire, water, break-in and storm damage will only be covered by IBC on explicit written order.

In the case of goods values of more than EUR 10.00 per kilogramme and in the case of cross-border consignments, IBC recommends taking out transport insurance. Any insurance cover, however, lapses when the consignment conflicts with sanctions provisions of the United Nations and/or the European Union and/or other national or international economic or trade sanctions or legal provisions that need to be complied with. In many cases, forwarding agents are not liable or only liable up to a certain amount. The liability of IBC is oriented to the AÖSp and under no circumstances does it exceed the threshold of the provisions under transport law that must be applied (in particular MC, WA, CMR, Hague-Visby Rules), the respective terms and conditions of loading/unloading, the AWB conditions (in particular the IATA) and the terms and conditions of service providers used. The Principal recognises the liability restrictions in the event of an SVC cover prohibition sent to IBC. If there is no declaration of a prohibition, the order is insured with the respectively valid standard insurance sum pursuant to AÖSp in conjunction with the terms and conditions pursuant to forwarding agent insurance certificates (SVS). If the Principal requires a higher insurance sum, a corresponding higher insurance order is to be issued in writing before the handing over of the goods for consignment or storage to IBC. In this way, an insurance sum can be covered up to the maximum amount of the maximum insurance sum pursuant to Section 6 Part B Paragraph 3 SVS which also constitutes the maximum threshold of the liability of the insurers pursuant to Section 9 Para. 1 and Para. 2 SVS.

Irrespective of the regulation of Section 51 Letter b AÖSp, the liability of IBC for air freight according to the Montreal Convention (MC) is at any rate limited pursuant to Art. 22 MC. Section 51 Letter b AÖSp, in the event of gross negligence or wilful intent, is not deemed to be an agreement of higher maximum amounts of liability than those envisaged in the respectively applicable provisions under transport law; Section 51 Letter b AÖSp in particular does not constitute any agreement of higher maximum amounts of liability pursuant to Art. 25 MC. In addition, it is agreed that IBC, in deviation from Section 51 AÖSp and Section 1298 of the Austrian Civil Code, does not have any obligation of discharge or reversal of the burden of proof, also not in the event of gross negligence, and the Principal always has to prove that IBC and its people have caused the damage and also that gross negligence has occurred.

The maximum limits of liability pursuant to the respectively applicable provisions (such as the MC, WA, CIM, CMR, Hague-Visby Rules, Hamburg Rules, etc.) also apply if the documents accompanying the goods or also documents issued by IBC should stipulate a goods value or insurance value that is above the maximum limits of liability pursuant to the provisions under transport law. These maximum limits of liability may only be exceeded through explicit written agreement between the Principal and IBC that must be made in all cases before the handover of the goods. In particular, entries in the waybill or other written or verbal provision of the goods value or an interest by the Principal or third parties may not invalidate or increase these maximum limits of liability and are therefore not to be seen as either indications of value or of interest.

In particular, IBC is not liable for penalties of any kind unless IBC has explicitly agreed to such penalties in writing. IBC is only liable for damage caused by loading aids (e.g. refrigeration containers) in the event of wilful intent or gross negligence, the existence of which is to be proven by the Principal.

On request, IBC will organise suitable transport insurances (premium, procurement, handling) for the purpose of compensation in the event of loss and damage up to the full value of the goods. A transport insurance (premium, provision, handling) will only be obtained by IBC on explicit written order and on the basis of the General Austrian Transport Insurance Conditions in the respectively valid version. The remuneration offered under "Transport insurance" then also includes, in addition to the premium paid to the insurer, the remuneration of IBC for procuring and handling the insurance.

IBC is entitled to commission domestic and foreign third parties at the free discretion of IBC for the execution of the orders issued to IBC. If and to the extent that IBC, due to the performance of a third party, can be made liable at all towards the Principal of IBC, the liability of IBC towards the Principal is also limited to the amount with which the third party is liable towards IBC.

If and for as long as force majeure exists, IBC is exempted from the fulfilment of all obligations. Force majeure is deemed to be extraordinary events that cannot be foreseen or influenced by the parties, such as natural disasters, war, acts of terror, pandemics and other events such as also statutory and legal regulations that make it impossible or unreasonable for a party

to fulfil its obligations. In the event of force majeure, IBC will notify the Principal of this immediately and take all reasonable measures in order to end the consequences of the force majeure as quickly as possible.

Data protection

On the website of IBC, IBC provides detailed information about the processing of personal data pursuant to Article 13 of the GDPR and the rights of data subjects. The collection, processing and usage of personal data is done at all times in compliance of all valid data protection law regulations.

Within the company of IBC, data will be sent to the departments and employees who require them to fulfil the contractual and/or statutory obligations and to uphold legitimate interests of IBC. In addition, commissioned contract processors or separate controllers will receive the personal data of the Principal and of agents acting on its behalf if they require them to fulfil their respective task. All data shall be treated as strictly confidential and shall not be forwarded to third parties without a legal basis for this.

Exclusions and restrictions in performance

Goods or packages whose shipment is prohibited pursuant to the respectively applicable laws and sanctions provisions, in particular due to their type and content, the sender or recipient, or due to the country of origin or receipt, are explicitly excluded from the acceptance and handling, in particular storage and transport by IBC: Sanctions provisions include all laws, provisions and measures (trade and economic restrictions) against countries, individuals/groups of people, or companies, including measures that have been imposed by the United Nations, the European Union/EEC or their Member States.

The Principal is also responsible towards IBC for the guaranteeing of the security of the delivery chain.

The handover of goods pursuant to the relevant regulations (in particular ADR/RID/IMCO/DGR) requires a separate order accepted in writing by IBC. Hazardous goods are to be packaged for transport, handling and storage and labelled and accompanied by the necessary documents in accordance with the statutory provisions and international agreements. Particularly hazardous goods, in particular goods of the ADR categories 1 and 7, may not be handed over to IBC under any circumstances.

In particular the following goods are excluded from acceptance for transport and/or storage: precious metals (bullion or coined or otherwise processed), jewels, precious stones, paper money, securities of all kinds, vignettes, documents or certificates, weapons and ammunition, live animals, live plants and substances whose storage or transport is subject to special statutory provisions (e.g. substances that are hazardous to water).

If IBC revokes a standing authorisation of the Principal for the call-up of services, e.g. for the handling of parcel services of the Austrian postal service with offsetting via the postal service account of IBC, each use and commissioning of such services by the Principal is prohibited and it must desist from such immediately, even if the Principal is still capable of it technically.

Irrespective of any criminal liability of the Principal which IBC will report without exception, the Principal must indemnify IBC and hold it harmless in full for all consequences with regard to all the circumstances named above and in addition pay a contractual penalty in the amount of EUR 10,000.00 (subject to compensation that exceeds this) to IBC for each individual breach.

Final provisions

If one or more of these Ts and Cs or individual contracts with IBC should be or become invalid, ineffective, infeasible or unenforceable, such a deficit will not impair their other provisions. Any deficient provision is deemed to be replaced by a valid, effective, feasible and enforceable provision that comes closest to the deficient provision with regard to its economic and legal content. Primarily the regulation from the AÖSp that deals with the same topic shall be used to replace the deficient provision.

A one-time or multiple waiver of claiming rights by IBC does not affect the existence of these rights.

All contracts with IBC are subject to Austrian law, under the exclusion of conflicts of law rules. The materially competent court in Linz is agreed for all disputes or claims arising from or in connection with these Ts and Cs or individual contracts with IBC, including disputes regarding their coming into existence, validity, breach, dissolution or invalidity. In addition, the materially competent court in Vienna, the materially competent court at the registered office of the commercial branch of IBC affected or any other jurisdiction permissible under law can be chosen by IBC as alternative jurisdictions.