

## **General Terms and Conditions for Logistics and Other Services** **(AGB LogServ)**

### **1. Scope**

These General Terms & Conditions shall apply to all services, in particular logistic services provided by a member of the LGI group (LGI) to the extent not agreed on otherwise by the parties and not in deviation from compulsory law. If the AGB LogServ are agreed on as a contractual basis to provide services prior to the conclusion of the main contract, they will be typically replaced by respective provisions within the main contract. Customer's general standard terms and conditions shall not apply, regardless of whether they contain differing or amending provisions compared with these General Terms & Conditions. These General Terms & Conditions shall also apply in the event that LGI is aware of differing or conflicting standard terms and conditions of customer and/or performs under the agreement without reservation.

### **2. Liability; customary conditions**

Customary national freight forwarders' and logistics standard terms and conditions in alignment with the choice of law ("**Conditions**") apply (e.g. for Germany, the German Forwarders' Standard Terms and Conditions, ADSp).

To the extent there are no national customary freight forwarders' standard terms and conditions, the German ADSp 2017 shall apply. References to German codes made therein shall not apply.

It is explicitly referred to the limitation of liability determined in the national Forwarders' Standard Terms and Conditions, e.g.:

***German Forwarders' Standard Terms and Conditions 2017 (Allgemeine Deutsche Spediteurbedingungen 2017 – ADSp 2017) include conditions concerning the limitation of liability, in particular in Sections 22 to 25 ADSp 2017. Section 23 ADSp 2017 limits the liability for multimodal transports including seaway and unknown damage place to 2 SDR/kg. The general limitations liability for other transportations is 8.33 SDR/kg and a maximum of EUR 1.25 million per damage case and EUR 2.5 million per damage event but at least 2 SDR/kg. Liability limitations for ordered warehousing are at 8.33 SDR/kg and a maximum of EUR 35,000 per damage case. In cases where the damage bases on a difference between calculated stock and actual stock of the inventory, the liability limitation is EUR 70,000 per year.***

***These limitations of liability do not apply if the damage has been caused by intent or gross negligence.***

To the extent Conditions apply directly, LGI's liability is unlimited for personal injuries and to the extent required by compulsory law. Additionally, LGI is liable for breaching essential contractual obligations

(*Kardinalpflicht*) for any foreseeable damage. LGI is liable without any limitation for damage caused intentionally or gross negligently.

### **3. Force Majeure**

Force majeure (e.g. pandemic, epidemic, cyber- or ransomware attacks, war, riot, strike) or other events for which LGI is not responsible, relieve LGI from its obligation for the duration of such event and as long the effects persist to the extent such event has an impact on the performance of such obligation. To the extent additional means and/or effort is necessary due to an aforementioned event, the parties will agree on cost allocation.

### **4. Remuneration agreed on or customary**

To the extent not agreed on otherwise in written form, LGI provides no unpaid services for the customer. Calculation basis for such payment are prices agreed on even if those agreed prices were meant to be effective in the future (e.g., conclusion of main contract). In the absence of agreed upon prices, customary remuneration shall apply.

### **5. Compliance; indemnity**

The Customer warrants to comply with any obligations set-out by law (e.g., sanction lists pursuant to foreign trade law, registration pursuant to packaging acts). Customer will indemnify LGI von any and all liability of LGI deriving from a breach of law by Customer.

### **6. Insurance**

LGI has commercial general liability insurance (Betriebshaftpflichtversicherung) and warehousman's liability insurance (Verkehrshaftungsversicherung). Additional insurances (e.g. elemental risk insurance) are not provided by LGI.

### **7. Written form**

Any modifications or amendments of the AGB LogServ required the written form. This also applies to this clause itself. Any individual agreement takes precedence over the AGB LogServ. In this AGB LogServ, written form refers to the statutory written form.

### **8. Choice of law; jurisdiction**

The contractual relationship shall be governed by the national laws and regulations at the place of the respective LGI-branch that enters into the agreement with the Customer. The place where LGI-branch that enters into the agreement has its registered office shall be deemed to be the place of performance and the place of jurisdiction provided the parties concerned are merchants.