

SPECIAL TERMS AND CONDITIONS FOR THE TRANSPORTATION OF ANIMALS IN THE GO! SYSTEM

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I. Exclusion and basis

1. All animal species that do not fall under the category of ornamental and aquarium fish, amphibians, reptiles or invertebrates, and live food, are excluded from transport.
2. Animal species that (pursuant to the leaflet on prohibition of the keeping of dangerous wild animals in the German state of Hessen) can injure a person through their strength, poison or behaviour are also excluded from transport.
3. The transport of live animals via the GO! system is performed in compliance with Council Regulation (EC) No 1/2005 as well as the German Animal Transport Act [TierSchTrV] and is also based on the current version of the IATA Live Animals Regulations (IATA LAR).
4. The contracting entity must ensure that originals of any veterinary papers required for the transport accompany the shipment.
5. The contracting entity certifies that the animals to be shipped are not subject to a transport restriction or transport exclusion under the above provisions or under the Endangered Species Act [Artenschutzgesetz].
6. In the absence of proof of grossly negligent action, animals and their packaging are precluded from liability and insurance coverage. In the case of grossly negligent action, liability on the part of GO! for harm to or loss of the animals is capped at compensation for transport costs (maximum of EUR 2,500.00 per shipment).
7. Both the order and the handover of animal transports in the GO! system can be carried out exclusively by commercial dealers, agricultural enterprises or public authorities with an animal-specific background.
8. The receipt and transport of animal consignments is confined to the weekdays and business days of Monday through Thursday. The shipment date and delivery date must each be followed by a business day; the contracting entity

must also take regional holidays into account. A supplemental agreement is possible in this case.

9. The transport of animals in the GO! system is confined to the mainland of the territories of the Federal Republic of Germany, the Republic of Austria, the Netherlands, Luxembourg, the Czech Republic, the Slovak Republic and the Republic of Poland. Collection or delivery in other countries, and from / to islands, is expressly precluded.
10. Any provisions at variance with these must be set forth in writing.

II. Preparation for transport and animal health

1. The contracting entity confirms that the animals to be shipped showed no visible signs of disease on the day of shipment. In particular, the contracting entity ensures compliance with the applicable statutory regulations of the Animal Welfare and Animal Diseases Act.
2. Appropriate food / drink must be given prior to transport where indicated.
3. Where needed, the contracting entity must make sure that the animals in the transport container have access to sufficient feed and drinking water, including for the return journey should this be necessary.

III. Packaging and labeling

The transport packaging must be in compliance with the present form of the provisions set out in Council Regulation (EC) No 1/2005 and the IATA Live Animals Regulations. Thus the contracting entity is responsible for all required labels and markings on the live animal transport container. Each container must have sufficient space available to accommodate the prescribed markings. Amongst other things, this means:

1. It is the contracting entity's responsibility to ensure that the animals to be shipped are provided with transport packaging appropriate to their species.
2. The transport containers used must protect the animals from adverse weather conditions.
3. The transport containers used must be odour-neutral, leak-proof and such that the animals being shipped cannot escape.
4. The labelling on the transport container must be clearly visible and legible, indicate that it contains live animals and which way around the container is to be transported (top, bottom).
5. The contracting entity must make sure that information about the species, age and number of animals is affixed to each transport container. Furthermore, the contracting entity must record on the live animal transport sticker the shipment

date and the loading time, along with any special transport steps, as well as a contact and telephone number for use in case of emergency. The contracting entity is liable for inaccurate / missing shipping information and for incorrect / missing live animal transport stickers. The contracting entity must make sure that information about the species, age and number of animals is affixed to each transport container.

IV. Temperature restrictions

1. It is the shipper's responsibility to ensure that, through the provision of appropriate transport packaging and taking into account the specific needs of the animals in question, the prevailing weather conditions and likely ambient temperature fluctuations during transport, the temperature in the animal enclosure within the transport container remains between +7 °C and +29 °C.
2. The contracting entity must therefore inform GO! prior to transport begin whether, in light of the foreseeable weather conditions, it is feasible to undertake shipping without jeopardising the health or life of the animals to be shipped. By handing over the shipment to GO!, the contracting entity is signalling that it is possible for the animals to be transported without coming to harm while keeping within the aforementioned temperature limits based on the foreseeable weather conditions.

V. Shipping procedure and returns handling

1. The contracting entity confirms that the consignee has been informed, in detail, of the expected time of delivery.
2. The contracting entity must make sure that the consignee can take delivery of the shipment at the delivery time indicated. This also applies in the case of returns of the shipment.
3. It is the contracting entity's responsibility to check the temperature restrictions and ensure that the shipping information and identification markings on the shipment are complete and accurate.
4. The contracting entity is liable in case of non-compliance with these requirements. GO! reserves the right to refuse acceptance/delivery of a shipment in the event of discrepancies. Any costs incurred for alternative transport or losses of rejected shipments are to be borne by the contracting entity.
5. Should it be detected during transport that the shipment involves a non-authorised shipment of a protected species, GO! reserves the right to report

- the shipment to the authorities and to return the shipment by same-day delivery. The contracting entity shall bear any costs incurred in this connection.
6. In order to safeguard the welfare of the animals, should the delivery time be delayed due to force majeure, or should a consignment of animals be impossible, the shipment may be returned to the sender via the shortest route.
 7. In the case of a necessary return, an examination of the animals' health must be organised by a responsible person at the stopover. A veterinarian must be consulted if there is any doubt about the animals' fitness for transport. The resultant costs are to be borne by the contracting entity.
 8. If it is not possible to return the animals, they will immediately be brought to a suitable facility (such as an animal shelter, specialist pet shop). Collection and return by GO! at a later date shall only be undertaken with a new transport order. The resultant costs are to be borne by the contracting entity.
 9. The contracting entity confirms that, in addition to all of the requirements set forth above, he has taken all necessary safety measures as stipulated in the relevant provisions governing the transport and feeding of animals and in conformity with animal health legislation.
 10. The contracting entity must oblige the consignee to dispose of the live animal transport packaging.
 11. The contracting entity is aware that the shipping of live animals in GO!'s transport network is performed together with express freight.

VI. General Terms

1. The items listed above shall be understood as an appendix to our General Terms and Conditions.
2. Insofar as not otherwise agreed, the place of performance for all obligations arising from contracts based on these terms and conditions shall be the registered office of GO!
3. The exclusive local place of jurisdiction for any disputes with business partners arising from legal transactions for which these conditions apply shall be the registered office of GO!
4. However, GO! shall be free in lieu thereof to bring action against the contracting entity at its general place of jurisdiction.
5. A contract that is based on these terms and conditions shall be binding for and against a possible legal successor of the contracting parties.
6. Any matters relating to the contractual relationship shall be governed by and decided under German law.

7. Should any of the above provisions be held to be, or become unenforceable or invalid, the validity of the remaining provisions or the validity of the rest of the contract shall remain unaffected.
8. By way of supplemental contractual interpretation, the parties mutually agree to replace the invalid or unenforceable provision with a valid and enforceable provision that is, to the extent possible, consistent with the economic purpose of the contract and the contracting parties' intention.
9. Information in accordance with the Austrian federal act on alternative dispute-resolution in consumer affairs (Alternative-Streitbeilegung-Gesetz - AStG): GO! does not participate in dispute-resolution proceedings before alternative dispute-resolution bodies.