

GO! EXPRESS & LOGISTICS

OUR GENERAL TERMS AND CONDITIONS OF STORAGE (GTC)



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GENERAL TERMS AND CONDITIONS OF STORAGE

OF GO! EXPRESS & LOGISTICS

(DEUTSCHLAND) GMBH,

formerly GO! General Overnight Service (Deutschland) GmbH

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I. Validity of terms and conditions / written form / contracts and orders

- 1.1 The services provided by the stockkeeper (hereinafter called “stockkeeper”) on behalf of the depositor (hereinafter called “depositor”) shall be performed exclusively on the basis of these terms and conditions. Any other general terms and conditions of business shall not become the subject of any contract even if the stockkeeper does not explicitly object to them. These terms and conditions shall also apply to any future storage assignments (hereinafter called “storage assignments”), even if they are not expressly agreed on a subsequent occasion.
- 1.2 Amendments of or additions to these terms and conditions, or the complete or partial rescission thereof, shall require a written agreement in order to be effective. This shall also apply to an amendment or rescission of the aforementioned provision.
- 1.3 No supplementary verbal agreements have been made.
- 1.4 If commercial practice or statutory provisions deviate from these terms and conditions, the terms and conditions shall take precedence unless the statutory provisions are obligatory.
- 1.5 Storage contracts shall not come into effect until they have been concluded in writing. Orders issued verbally or by telephone shall only become effective if they are subsequently confirmed in writing by the stockkeeper.

II. Services on the part of the stockkeeper and potential commissioning of logistics companies

- 2.1 The stockkeeper must meet the relevant obligations with the due care of a professional stockkeeper.
2. Insofar as has been agreed, the stockkeeper shall be a service provider, supplying the following services (as a basic principle, the scope of services shall not include the following unless the storage is expressly agreed in the relevant contract):
 - hazardous goods of any kind
 - perishable goods of any kind
 - animals
 - narcotics
 - A) Receiving goods.
 - B) Placing goods in storage, removing goods from storage and inventory management in suitable storerooms in accordance with the specific requirements. Should it be necessary for reasons of capacity to place the goods

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in storage at the premises of third parties, the depositor shall be deemed to have consented to this unless the stockkeeper is obliged to assume that justified interests of the depositor or any other good reasons would militate against this. In such cases, the stockkeeper shall obtain the express consent of the depositor. If goods are placed in storage at the premises of third parties, the name of the third party and the storage location shall be notified to the depositor or indicated on the warrant for goods if one has been issued.

- C) Storing goods that are not processed straight away on an interim basis in trolley-transport or high-bay warehouses or other storage locations in accordance with the specific requirements.
- D) Unpacking goods in accordance with the depositor's specifications.
- E) Making goods ready for dispatch in accordance with the depositor's specifications.
- F) Consignment of stored goods in accordance with the depositor's specifications.

2.3 In exchange for separate payment, the stockkeeper shall perform additional tasks above and beyond appropriate measures to prevent the stored goods being lost, spoiled or damaged in order to preserve or conserve the goods or their packaging insofar as these tasks have been agreed in writing.

2.4 If instructed to do so, the stockkeeper shall task a logistics company with dispatching the goods on behalf of and for the account of the depositor in accordance with the depositor's instructions. The stockkeeper shall only be liable vis-à-vis the depositor for selecting the logistics company, for labelling goods correctly and for handing over all accompanying documents and issuing them correctly.

III. Depositor's obligation to provide notification and information plus other obligations on the part of the depositor

- 3.1 The depositor shall be obliged to notify the stockkeeper in writing or in another legible form if hazardous goods or potentially hazardous goods or goods barred from storage (see II.2) are to be placed in storage and to do so in good time. The stockkeeper must be notified of the precise nature of the hazard and, insofar as is required, the precautionary measures that must be taken.
- 3.2 Furthermore, the depositor must, insofar as is required, package and label the goods and provide documentation as well as providing all information that the stockkeeper requires to meet the relevant obligations.
- 3.3 Any instructions on the part of the depositor must be issued in writing. In the absence of any instructions, or should the instructions given be insufficient or impracticable, the stockkeeper shall be entitled to act as he sees fit within the scope of his obligations.

IV. Warehouse management system and inventories

- 4.1 The stockkeeper shall be obliged to log the goods stored in such a way as to be able to provide the depositor with information on the storage of the goods in the individual storage areas or on the processing status of the goods at any time.
- 4.2 The stockkeeper shall carry out an annual inventory on behalf of and in consultation with the depositor in accordance with the principles of commercial law. The depositor shall be entitled to provide inventory supervisors. The depositor must notify the supervisors of the inventory at least 10 days before the work is undertaken at the stockkeeper's premises. The stockkeeper shall be obliged to report the results of the inventory to the depositor in writing without delay.
- 4.3 In the event of discrepancies in the inventory, any surpluses and shortfalls shall be balanced. If there is an overall surplus, this shall be added to stock in the corresponding calendar year. The liability on the part of the stockkeeper for any shortfalls shall take into account partial responsibility on the part of the depositor.

V. Carrying out storage assignments

- 5.1 By prior arrangement with the stockkeeper, the depositor shall be entitled to enter the warehouse in the company of the stockkeeper during the latter's business hours and to inspect the storerooms or have them inspected by an identified representative.
- 5.2 The depositor must raise any objections to the choice of storeroom or how the goods are being stored without delay.
- 5.3 If the depositor should waive rights to conducting an inspection, this shall be deemed to forfeit entitlement to objections as to how the goods are being stored with regard to selection of the storeroom and whether the goods are being stored in a manner commensurate with the due care of a professional stockkeeper.

VI. Transfer of risk

Risk shall be transferred to the stockkeeper when goods are received at the warehouse door (inside) and to the depositor or nominated representatives thereof when goods are handed back at the warehouse door (outside). This shall also apply if the stockkeeper places the goods in storage at the premises of a third party.

VII. Remuneration for the stockkeeper's services

- 7.1 The stockkeeper shall invoice storage fees and services rendered.
- 7.2 Invoice amounts are to be given as net amounts. In addition, the depositor shall pay value-added tax at the applicable statutory rate. Invoices are due for payment on receipt. The depositor shall be deemed to be in default after a first warning.
- 7.3 If the depositor is in business within the meaning of the German Commercial Code (HGB), the stockkeeper shall be entitled to charge interest of 2 % p.a. above the base rate, up to a maximum of 6 %, from the date on which the depositor is declared in default. From this point onwards, the stockkeeper shall be entitled to charge the depositor default interest at the statutory rate regardless of business status within the meaning of the German Commercial Code. If the stockkeeper can prove that greater losses have been suffered as a result of the default, this will entitle the stockkeeper to demand recompense. However, the depositor shall be entitled to prove to the stockkeeper that the latter incurred no or significantly more minor losses as a result of the default.

VIII. Offsetting, assignment, pledging

- 8.1 The stockkeeper's claim for payment of storage fees and / or other payments can only be offset with due claims on the part of the depositor that are uncontested or have been determined with legal force or by exercising a right of retention.
- 8.2 Regardless of any continued obligations arising from the warehousing contract, the stockkeeper shall be authorised to assign or pledge claims against the depositor. Any assignment or pledge, even if it be only partial, of a claim against the depositor shall require the stockkeeper to provide written notification in advance, detailing in particular the time, place and recipient of the assignment.

IX. Stockkeeper's right of lien

If the stockkeeper exercises the right to a sale of property currently in the possession of same on the basis of a statutory right of lien (in particular in accordance with Section 475b HGB) or a statutory right of retention (in accordance with Section 369 HGB), then it shall be enough to send notification to the owner's address for this to be regarded as notice of the impending sale and as specification of the amount on the basis of which the sale is to take place. The notice of the sale of pledged property shall be deemed to have been received one week after it was sent unless the owner proves that such notification was never received. The sale of pledged property shall not take place within a week of receipt of the notice of the sale.

X. Commencement, term and termination of the warehousing contract, extraordinary termination

10.1 Unless otherwise agreed (e.g. in the case of one-off orders), the warehousing contract shall commence when it is signed by both parties and shall have a term of at least one year. Thereafter, it can be terminated provided that a notice period of six months as at the end of each calendar year is given. Notice of termination must be given in writing.

10.2 If, after concluding the contract, the stockkeeper becomes aware of facts that call into question the depositor's ability to pay, the stockkeeper shall be entitled, before performing any more storage or other services, to request a down payment in full or the provision of appropriate collateral for the period until the contract can next be terminated ordinarily and, after setting an appropriate deadline for making the down payment in full or providing the collateral, shall be entitled to effect extraordinary termination of the contract with immediate effect. Facts that call into question the depositor's ability to pay include, in particular, subsequent seizures of assets or other enforcement measures and an application to open insolvency procedures.

10.3 If the warehousing contract is terminated, the deadline for releasing all stored goods still in the possession of the stockkeeper must be agreed with the stockkeeper in good time.

XI. Warranty

11.1 Insofar as the stockkeeper performs any work for which the depositor is entitled to warranty claims, the depositor may only request remediation for the specific warranty breach.

11.2 Should such remediation prove ineffective, the depositor may request either a reduction in payment or annulment of the contract.

XII. Liability

12.1 In the case of contracted storage, liability on the part of the stockkeeper for lost or damaged goods (damage to goods) is limited.

12.1.1 Liability limited to €5.00 per kilogram of gross weight of the consignment.

12.1.2 Liability limited to a maximum of €5,000.00 per case of damage or loss. If the loss to the depositor is due to a discrepancy between intended and actual stock levels, liability shall be limited to a maximum of €25,000.00 irrespective of the number of cases of damage or loss that are responsible for the inventory discrepancy. In both cases, Clause 12.1.1 shall not be affected.

12.2 If only individual packages or parts of the consignment have been lost or damaged, the maximum liability shall be calculated based on the gross weight, either of the entire consignment if the entire consignment has been ruined, or of the ruined part of the consignment if only part of the consignment has been ruined.

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12.3 In the case of contracted storage, liability on the part of the stockkeeper for damage other than damage to goods, with the exception of personal injury and material damage to third-party goods, shall be limited to €5,000.00 per case of damage

12.4 In all cases, liability on the part of the stockkeeper shall be limited to €2 million per case of damage or loss irrespective of the number of claims that arise from a damage or loss event. If there are several aggrieved parties, the stockkeeper shall be liable on a pro rata basis in proportion with their claims.

XIII. Compensation

The stockkeeper shall be entitled to pay compensation in cash.

XIV. Maximum total liability

The stockkeeper shall be liable for damage or loss to a maximum of €50,000.00 per order.

XV. Notice of damage or loss

15.1 Notice of damage or loss must document the damage or loss sufficiently clearly.

A) The depositor must observe the following notification deadlines:

B) Visible damage, losses, partial losses or damage to goods must be reported in writing by the recipient nominated by the depositor by the day after delivery at the latest.

15.2 Damage not immediately apparent must be reported in writing to the stockkeeper within ten working days of receipt of the goods by the recipient.

15.3 Non-compliance with the aforementioned notification deadlines shall be governed by the presumptions of conformity under Section 438 (1) and (2) of the HGB legislation accordingly.

XVI. Limitation of actions

Claims to which the depositor is entitled due to a breach of obligations regarding storage and the provision of services shall become statute-barred in six months. In all other respects, Sections 475 a, 439 (1) Sentence 2 and (2) – (4) of the HGB legislation shall remain unaffected.

XVII. Insurance

Insurance of liability under Clause 12 shall be arranged by the stockkeeper at the cost of same. Should the depositor also wish to take out conventional warehouse insurance, this can be arranged at the request and cost of the depositor.

XVIII. Notification of deadlines

18.1 The depositor undertakes to notify the stockkeeper in writing of the value of the stored goods, valued at cost price, as at the last day of the month (midnight), and to do so by the end of the following month at the latest.

18.2 If no notification of value is sent, the stockkeeper shall estimate the value of the goods. If the absence of a notification of value gives rise to a shortage of insurance cover in the event of a claim, the difference between the value of the stored goods and the insurer's payout shall be charged to the depositor.

XIX. Amicable agreement

Any uncertainties with regard to execution of the contract and differences in day-to-day operations shall be resolved in a spirit of partnership and, as far as possible, by negotiations without resorting to court proceedings.

Information in accordance with the German consumer dispute-resolution act (VSBG): GO! does not participate in dispute-resolution proceedings before consumer arbitration bodies.

XX. Miscellaneous: place of performance an jurisdiction / legal succession / applicable law / partial ineffectiveness and severability clause

The place of performance for all obligations arising from contracts based on these terms and conditions shall be the premises of the stockkeeper unless agreed otherwise. The exclusive local place of jurisdiction in the event of disputes with businessmen arising from legal transactions to which these terms and conditions apply shall be the premises of the stockkeeper. However, the stockkeeper shall be entitled instead to bring court proceedings against the depositor at that party's general place of jurisdiction.

A contract based on these terms and conditions shall apply for and against any legal successor to the contracting parties.

German law shall apply to all matters connected with the contractual relationship. Should one of the above provisions be or become ineffective, this shall not affect the validity of the remaining provisions or of the corresponding warehousing contract in any other respects. By way of supplementary interpretation of the contract, the ineffective provision shall be replaced by one which comes closest in commercial terms to the intentions of the parties and the purpose of the contract.

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