

# GENERAL TERMS AND CONDITIONS

As of March 2024

## I. Scope, general information

1. The user of these general terms and conditions is GO! Express & Logistics Luxembourg S. à r.l., (hereinafter referred to as "**GO!**"). GO! provides the transport of courier, express and postal items via a logistics system.
2. Unless otherwise specified in the following general terms and conditions (GTC), transport shall be carried out in accordance with the statutory provisions. For international transport by motor vehicle, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply, and for international rail transport, the Convention on the International Carriage of Goods by Rail (CIM) shall apply. For international air transport, the Convention for the Unification of Certain Rules for the Carriage of Goods by Air (Montreal Convention) applies. Any conflicting terms and conditions of the client shall only apply if they have been confirmed in writing by GO! prior to the commencement of the contract.
3. These GO! General Terms and Conditions apply to the relationship between the client and GO!. If the client also has general terms and conditions, these terms and conditions shall take precedence.
4. All shipments in which the sender, recipient, or third parties listed on sanctions or boycott lists of the applicable EC anti-terrorism regulations or other similar sanctions lists are to be involved in the provision of services by GO! are subject to a fundamental exclusion from transport.

## II. Services and prices

1. GO!'s transport services include the collection, transport, and delivery of shipments. Transport is generally carried out using the most appropriate means of transport for the type of service ordered. Depending on the type of service, delivery is generally made within the time frames specified in the currently valid price lists. These transit times are non-binding and are provided for information purposes only; they do not constitute an obligation to adhere to a specific delivery period. Such an obligation only exists if this has been expressly agreed in writing in an individual contract. Deliveries to islands that are not connected to the mainland are generally excluded from any transit time commitment.
2. Subject to the provisions in II. 3. and 4., the following shipments are generally excluded from transport:

- Shipments that are subject to the respective national transport monopolies
  - Shipments containing perishable foodstuffs
  - Shipments of special value. Special value is assumed in particular, but not exclusively, for shipments with a value of more than €50,000.00, as well as for shipments of other exceptional significance (such as works of art, antiques, precious stones, stamps, unique items, gold, silver or other jewellery, money or negotiable securities [in particular checks, bills of exchange, savings books, shares or other securities]), even if the value of the shipment does not reach the amount of €50,000.00
  - shipments that contain dangerous goods subject to the Regulation on the Transport of Dangerous Goods by Road (ADR) and classified as dangerous with special labelling requirements, as well as goods, people, animals, or means of transport that are dangerous
  - in the case of international transport, also shipments that are excluded from air transport in accordance with the provisions of the International Air Transport Association (IATA) or the International Civil Aviation Organization (ICAO).
3. If the client requests the transport of perishable foodstuffs, a food shipment may be transported if the client
- is commercially active;
  - expressly declares this in writing and indicates this on the shipment;
  - only hands over goods that are unobjectionably edible and non-perishable in accordance with food law, taking into account a transit time of 48 hours from collection to delivery;
  - ensures that the packaging is suitable for transport in compliance with food law and hygiene requirements;
  - ensures the temperature environment required for the goods to be transported for at least 48 hours from collection to delivery, taking into account an outside temperature range of +40 degrees to -20 degrees;
  - the shipment to be transported is handed over to GO! by 7 p.m. at the latest on Mondays to Thursdays and on Fridays if Saturday delivery is guaranteed. The shipment cannot be handed over before public holidays.
  - ensures that the shipment is accepted in a sustainable manner. When ordering the transport of alcohol, the client must ensure that the shipment is accepted by recipients of legal age.

4. In the event that the client requests the transport of goods of special value, a shipment of special value may be transported if the client additionally requests this in writing, expressly stating the correct value of the goods to be transported, and separate written individual contractual agreements are made. In this case, additional transport or valuables insurance must be taken out by the client. The client is entitled to the insurance benefits from the insurance to be taken out. The limitations of liability resulting from Section IV remain unaffected by this.
5. Notwithstanding the provisions in Section 2, the transport of dangerous goods requires an express prior individual agreement with the respective GO! station. The client must inform the station in advance, in writing, in a timely and comprehensible manner, of the exact nature of the danger and, if necessary, of the precautions to be taken. This obligation to provide information is non-waivable. The client is responsible for ensuring that, when the dangerous goods are handed over to GO!, the relevant legal provisions regarding declaration, packaging, provision of transport documents, written instructions, etc. are complied with, even if the obligations are generally incumbent on the person who actually hands over the goods to GO! and this is not the client itself. The transport of dangerous goods is generally excluded from a fixed delivery time.
6. The customer is responsible for making sure the shipment is packed safely for transport. Any damage caused by unsafe packaging is the customer's responsibility.
7. GO! is not obliged to check the contents of shipments before accepting them. Acceptance does not constitute a waiver of the right to check the contents of a shipment if there is suspicion that it is inadmissible or to exclude the shipment from transport until clarification has been obtained, at least if the client is not available to provide the necessary information. This also applies to goods excluded under these terms and conditions. If a dangerous or excluded shipment is returned to the sender, the client shall also bear the costs of the return transport.
8. The fee payable for the transport shall be paid in cash at the latest upon delivery of the shipment to the courier driver, unless expressly agreed otherwise at the time of acceptance of the goods for transport. If payment is not made upon or after acceptance of the shipment, default of payment shall occur without further reminder, subject to any other payment agreement regarding claims arising from the transport service and other ancillary services, no later than 14 days after acceptance of the shipment or 10 days after receipt of the invoice, whichever is later. In the event of default, GO! shall charge default interest at the usual bank rate, but at least 0.75% per month or part thereof. GO! reserves the right to claim higher damages for default, as well as to prove that no damage or only significantly lower damage was incurred as a result of the default.

### **III. Acceptance and delivery**

1. The order shall be accepted upon acceptance, at the latest upon handover of the shipment by or on behalf of the sender; execution shall take place as soon as the traffic situation and the disposition of the individual courier vehicles permit.
2. If a delivery period has been expressly agreed in writing (see Section II.1.), this shall commence upon acceptance of the shipment. If the goods cannot be delivered for a reason attributable to the recipient (e.g., the recipient cannot be found on the day of delivery or the address details are incomplete), the delivery period shall be extended by at least one day and for as long as necessary to remove the relevant reason, if applicable.
3. GO! is authorized—but not obligated—to open shipments to verify the address or for reasons of proper contract fulfilment.
4. Shipments may also be placed in mailboxes if this has been specifically agreed. These shipments are considered delivered when placed in the mailbox. Our liability ends when the shipment is placed in the mailbox of the intended recipient.
5. Shipments that have been refused by the recipient or that could not be delivered for other reasons will be returned to the client at the client's expense in the same service type requested by the client for shipping, in accordance with GO!'s current price list, unless otherwise agreed.
6. Shipments are delivered to the recipient against signature. Delivery to relatives of the recipient, the spouse or other persons present on the recipient's premises, as well as to residents of the recipient's household and neighbours, can only be made if, under the circumstances, it can be assumed that they are authorized to accept the shipments and the delivery agent informs the recipient immediately by means of a notification card about the shipments and the identity of the substitute recipient (name and address of the resident or neighbour) by placing it in the recipient's mailbox or similar. Delivery to residents and neighbours is excluded if the sender has given instructions to the contrary or if the recipient has prohibited such delivery in writing.

#### **IV. Liability**

1. Domestic shipments: GO!'s liability for loss or damage to the entire shipment is limited to 8.33 units of account for each kilogram of the gross weight of the shipment. If only individual items of the shipment have been lost or damaged, GO!'s liability shall be limited to an amount of 8.33 units of account for each kilogram of the gross weight of the entire shipment if the entire shipment is invalidated, or of the invalidated part of the shipment if only part of the shipment is invalidated.

Notwithstanding the liability limits specified in paragraph 1 of this section, GO!'s liability in the event of loss or damage to the goods per shipment shall be determined as follows: For *overnight* shipments, same-day deliveries (same-day service) and other shipments (except

direct transport) to 8.33 Special Drawing Rights for each kilogram of the gross weight of the shipment or up to a maximum of €2,500.00 per shipment, whichever is higher; for national direct transport, to 8.33 Special Drawing Rights for each kilogram of the gross weight of the shipment or up to a maximum of €50,000.00 per shipment, whichever is higher. If the expressly agreed delivery period for national transport is exceeded, liability shall be limited to three times the amount of the freight.

Is GO! for breach of a contractual obligation in connection with the transport of the shipment for damage not caused by loss or damage to the shipment or by exceeding an expressly agreed delivery period, and if the damage is other than damage to property or personal injury, liability shall also be limited in this case to three times the amount that would be payable in the event of loss of the shipment. GO! is exempt from liability – regardless of the legal basis – if and to the extent that the damage is due to circumstances which GO! could not avoid even with the diligence of a prudent businessman and whose consequences GO! could not avert. This applies in particular if the damage was caused by an instruction from the client or its vicarious agent, and also if the damage is attributable to circumstances beyond GO!'s control, such as force majeure, the nature of the shipment, riots and unrest, industrial action, electrical or magnetic damage to or deletion of electrical or photographic images, data or records. In addition, the following special grounds for exclusion of liability apply:

GO! shall be exempt from liability if the loss of the delivery goods, the condition of the delivery goods or the exceeding of the delivery period is attributable to one of the following risks:

- a. Inadequate packaging by the sender;
  - b. handling, loading, or unloading of the goods by the sender or recipient;
  - c. a natural characteristic of the goods that makes them particularly susceptible to damage, in particular breakage, rust, internal spoilage, drying out, leakage, normal shrinkage;
  - d. insufficient labelling of the freight items by the sender;
  - e. the transport of animals.
2. International transport of shipments: For international transport, the provisions of international agreements (I. 2.) apply.
3. Obligations of the sender: The sender is required to select the service offered by GO! or its affiliated companies, taking into account liability risks and insurance coverage, in such a way that the risks remaining in the operation of an express and logistics service system, which

may cause damage in the event of loss, damage, or other improper performance, are covered. Particularly time-critical, important, and/or valuable shipments that meet the above criteria must be notified in advance in writing so that special security and control measures can be taken, taking into account the risks to be specified by the sender.

## **V. Provisions for customs clearance**

1. The client must provide all documents required for customs clearance. By submitting the required documents, the client confirms that all declarations, export and import information are true and correct. The client is aware that incorrect declarations made with fraudulent intent may have civil and criminal consequences, including seizure and sale of the goods.
2. Upon handover of the shipment to the courier, GO! shall, to the extent permitted, be commissioned as customs agent for customs clearance. GO! shall be used as the nominal recipient for the purpose of commissioning a customs broker to handle customs formalities. The tariff surcharges in accordance with GO!'s current price list shall apply to customs clearance.
3. Customs penalties, storage fees, and other costs incurred as a result of actions by the customs authorities or due to the failure of the client or recipient to provide the necessary export documents, licenses, or permits will be charged to the recipient, together with any customs duties and taxes levied, if the recipient asserts their right to delivery of the shipment. If the recipient does not fulfil their payment obligation immediately, the client shall be liable.

## **VI. Data protection**

GO! undertakes to process personal data in connection with the services in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and all applicable national data protection laws (including, but not limited to, the Luxembourg law of 1 August 2018 establishing the National Commission for Data Protection and the general data protection system, as amended).

In this regard, GO! will collect, store, and process various personal data collected in connection with the services and share it with GO! partners, including across borders, to the extent and for as long as necessary for the provision of the services. For further information on the processing of personal data, please refer to the full privacy policy, which can be accessed at the following link [https://www.general-overnight.com/lux\\_de/datenschutz.html](https://www.general-overnight.com/lux_de/datenschutz.html).

## **VII. Applicable law and place of jurisdiction**

These GTC and all disputes or claims arising out of or in connection with the GTC or their subject matter or their formation shall be governed exclusively by Luxembourg law and shall be interpreted in accordance with it, unless international law mandatorily provides otherwise.

The courts of the city of Luxembourg, Grand Duchy of Luxembourg, shall have exclusive jurisdiction over any disputes or claims arising from or in connection with the GTC, their subject matter or their formation, unless international law mandatorily provides otherwise.