# General Terms and Conditions
# for IT Services in Transport and Logistics

**§ 1 Scope of Application**

DACHSER SE and all of its affiliated enterprises and subsidiaries – hereinafter referred to as "DACHSER" – develops, operates and markets electronic data interchange (EDI) clearing platforms and uses them to offer a supporting service that enables data exchange processes to be performed electronically with a wide variety of hardware and software structures, even when providing further logistics services that are not subject to these general terms and conditions for IT services, but without guaranteeing a certain outcome. Whenever such IT services are provided by DACHSER or its affiliated enterprises, they shall be performed exclusively in accordance with these general terms and conditions. Any other deviating conditions of the customer shall be deemed invalid.

These general terms and conditions for IT services also apply, if applicable, to all users of the eLogistics applications (e.g. shipment control, transport order) that can be accessed on the DACHSER website or elsewhere. By using such eLogistics applications, the users shall acknowledge these general terms and conditions for IT services.

In addition, these general terms and conditions for IT services apply to all technical processes such as managed file transfer (MFT) and API / web services (hereinafter referred to collectively as "EDI").

**§ 2 Establishment of EDI Agreements**

The partner hereby agrees that DACHSER shall be commissioned when EDI messages are exchanged or transmitted to DACHSER; the partner shall explicitly refrain from disputing the validity of a transaction or order – concluded using EDI under the terms of the agreements – merely on the grounds that it has been concluded using EDI. The parties shall not question the fact that EDI messages may be presented as evidence to prove that DACHSER has been commissioned. However, DACHSER shall be free to reject an order placed via EDI within a reasonable period.

The partner shall be obliged to inform DACHSER about any changes to data content in good time. If DACHSER is not informed accordingly, it shall not be held accountable for any subsequent delays.

**§ 3 Warranty and Liability**

If the partner detects a fault (e.g. in the form of a continuous transmission or incorrect data content), or if the partner has good reason to suspect such a fault, DACHSER must be notified immediately.

Irrespective of the partner's obligation to notify DACHSER of faults, the partner must immediately take all measures available to identify and prevent faults in the interest of minimising damage, provided the effort required to implement the measure is reasonable in relation to the subsequent reduction in damage.

DACHSER shall be held liable for any damage caused by its intentional or grossly negligent actions during the provision of its IT services – and for the transfer of data – according to the applicable legal regulations.

DACHSER shall only be held liable for any damage caused by its slightly negligent actions if it breaches its essential duties. In such cases, its liability shall be limited to the typically foreseeable degree of damage for the type of contract, but no more than EUR 20,000.00 per year, regardless of the number of incidents and the amount of damage in each case.

In the case of slight negligence, DACHSER shall particularly not be held liable for indirect and unforeseeable damages, production stoppages, downtime, lost profits, lack of savings and financial loss due to third-party claims.

This exclusion of liability shall particularly apply if:

- the systems provided by DACHSER are not fully available;
- the data transmission is inadequate, including multiple transmissions and communication breakdowns, or if the eLogistics applications fail;
- consequential damage arises to such an extent that faulty data transmissions cause extensive damage to the partner's hardware, software or data;
- unlawful interventions made by third parties for whom DACHSER cannot be held accountable result in damage or consequential damage to the IT system of the partner or its associated enterprises.

However, the limitations and exclusions of liability described above shall not apply to any damage resulting from:

- injury to life, limb or health; or
- mandatory statutory liability under the German Product Liability Act (ProdHaftG) or an explicit guarantee issued in writing.

If DACHSER's liability is excluded or limited in accordance with this section, this shall also apply to the personal liability of its employees, workers, representatives, bodies and vicarious agents.

If the partner holds claims for damages in accordance with this section, these claims shall expire 12 months after the start of the statutory limitation period.

**§ 4 Obligations of the Partner**

The partner shall make sure that none of the confidential data or information that is provided when concluding the contract and using the eLogistics applications (particularly access data) is disclosed to third parties.

The partner and DACHSER agree to take all appropriate security precautions to prevent unauthorised third parties from gaining access to the IT system provided by DACHSER and from causing damage with regard to integrity, confidentiality or availability.

The partner is obliged to comply with all applicable legal provisions – in particular inter alia all legal requisites with respect to antitrust and competition law as well as requirements against corruption, fraud or any other criminal actions. The partner has noted in this context the contents of the "DACHSER Code of Conduct for Business Partners" and expressly assures that it will respect the fundamental principles contained therein and orientate the services provided to the full extent, and obligate other employees and/or other third parties it engages for the provision of services. The "DACHSER Code of Conduct for Business Partners" is available for viewing at any time under https://www.dachser.com/downloads/Corporate/DACHSER_Code_of_Conduct_for_Business_Par.pdf or can be provided by DACHSER upon request

DACHSER also expressly draws attention to the partner's obligation to comply with the German Supply Chain Due Diligence Act (Lieferkettensorgfaltspflichtengesetz - LkSG) and thus to observe the regulations within its supply chains with regard to human rights and environmental protection. DACHSER shall be fully indemnified by the partner upon first demand against any damages arising from the partner's failure to comply with respective applicable regulations such as acting with necessary due diligence in the supply chain.

The partner agrees to refrain from making automated requests via the eLogistics applications, unless DACHSER explicitly approves such requests in writing or text form. If the partner fails to observe this clause, DACHSER reserves the right to prohibit the partner from using the eLogistics applications. DACHSER also reserves the right to assert further claims for damages.

The partner shall indemnify DACHSER against any damage caused by a breach of availability, integrity or confidentiality – and against third-party claims – unless DACHSER or its vicarious agents have acted in an intentional or grossly negligent manner. The partner may only assert its own claims in such cases. However, DACHSER shall assign any claims of its own to the partner.

**§ 5 Confidentiality Obligation / Data Protection**

The parties shall maintain confidentiality with regard to any information made available by the other party under this contract and any knowledge they acquire through the EDI process; they shall refrain from exploiting or using such information without the prior written consent of the other party after the EDI process has come to an end and they shall not make it available to third parties.

This confidentiality obligation shall not apply to any information that was already known to the receiving party before concluding the contract, nor shall it apply to any information that was already public knowledge at that moment in time, provided this can be proven by the receiving party.

DACHSER shall provide its services in accordance with the data protection regulations applicable in the country in which its commissioned branch is based and in accordance with the current version of the General Data Protection Regulation (EU) 2016/679 (GDPR). DACHSER shall not act as a "processor", as defined in the Federal Data Protection Act (BDSG) and the GDPR. If DACHSER receives personal data or other information from the partner, it shall only use this to perform its contractual duties (e.g. transport, delivery, storage), unless otherwise agreed in a separate agreement between the parties. When providing the services, personal data may have to be passed on to third parties (e.g. subcontractors, DACHSER subsidiaries, authorities, customs). More details on the use of personal data can be found in the "GDPR Information". The partner hereby confirms it has received the "GDPR Information" from DACHSER. This can also be viewed at any time here: www.dachser.com. The partner shall perform its own contractual duties in accordance with the data protection regulations applicable in the country in which the commissioned DACHSER branch is based and in accordance with the GDPR. In particular, the partner shall ensure that the personal data it sends to DACHSER may be used by DACHSER to the extent described above and for the purposes indicated there. This shall apply even if the personal data is not collected directly from the data subject. DACHSER may therefore count on the fact that it is permitted to use the personal data to the extent described above without having to conduct any further checks. The partner shall indemnify DACHSER against any third-party claims asserted in connection with the use of the data to the extent described above, particularly against any claims asserted under German or foreign data protection laws or the GDPR and any other claims from supervisory authorities.

**§ 6 Rights to the Software**

By connecting to DACHSER's EDI network, the partner shall not acquire any rights, particularly copyrights, rights to inventions and technical property rights. DACHSER shall continue to hold all rights to the work results, including consulting results, in relation to the partner, even if the work is carried out according to the specifications – or with the cooperation – of the partner or its employees.

**§ 7 Additional Provisions for the "downloadcenter" eLogistics Application on elogistics.dachser.com**

Both parties shall take measures within their respective spheres of responsibility which enable them to guarantee the correctness of electronically exchanged data and particularly to detect any data loss or other forms of manipulation. The partner agrees to refrain from disputing the evidential value of electronic documents in judicial or extra-judicial proceedings.

If the “downloadcenter” eLogistics application is used to electronically transmit attachments for summarised invoices, the following conditions shall apply: The original paper copy of the summarised invoice shall be sent to the partner without any attachments and a corresponding note shall be printed on the invoice. In such cases, the partner shall be obliged to promptly download the relevant attachments for the summarised invoice via the “downloadcenter” eLogistics application. In addition, the partner must archive the data in a permissible format in accordance with the statutory provisions. DACHSER shall make the data available for download for no more than 3 years from the respective invoice date.

**§ 8 Other Provisions**

If these terms and conditions contain a loophole, or if a provision proves to be fully or partially ineffective, this shall have no bearing on the effectiveness of the remaining provisions.

If the ineffectiveness is not based on a violation of the respectively applicable statutory provisions on general terms and conditions, such as Section 305 *et seq.* of the German Civil Code (BGB), the missing or ineffective provision shall be replaced with a clause that best reflects the economic purpose originally pursued by the contracting parties through the missing or ineffective provision.

The contractual relationship between the contracting parties shall be subject to the law applicable in the country in which the relevant DACHSER branch is based.

If there is no written agreement between DACHSER and the partner, the provision of IT services by DACHSER shall be subject exclusively to these general terms and conditions for IT services.

If there is a written agreement between DACHSER and the partner, these general terms and conditions for IT services shall become an integral part of the agreement, unless either of the parties have objected to any written individual agreement on the provision of IT services.

The registered office of the relevant DACHSER branch shall be the place of performance and the sole place of jurisdiction for any disputes resulting directly or indirectly from the contractual relationship.