DACHSER SE
General Conditions of Business for Software and Consulting Agreements

1. Subject Matter of Agreement

1.1 DACHSER Group SE and all its affiliated companies and subsidiaries – hereinafter referred to as "DACHSER" –shall render the services exclusively in accordance with the state of the art applicable when the agreement is concluded. DACHSER shall not owe any performance beyond the agreed performance specification.

1.2 The details of the services to be rendered shall be agreed in the separately concluded Software and Consulting Agreement.

1.3 Unless otherwise separately agreed, DACHSER's contractual services shall consist of advising the customer and/or programming the interfaces between the two systems. Unless otherwise agreed, separately requested services, such as induction and training, are not included in the scope of services but can be offered to the customer subject to a separate charge.

2. Terms and Conditions of Services Offered

2.1 Only these General Conditions of Business of DACHSER shall apply to DACHSER's services.

2.2 Any conflicting general conditions of business of the customer are expressly not recognised.

2.3 The customer shall be deemed to have accepted these General Conditions of Business at the latest when he places an order or accepts performance.

2.4 To the extent that any of DACHSER's software and/or consulting agreements contain provisions which derogate from the following General Conditions of Business the contractual provisions which are individually offered and agreed shall take precedence.

3. Implementation, Support by the Customer

3.1 The customer shall designate a technically competent contact partner who shall give DACHSER the necessary information at short notice, provide the requisite documents, designate discussion partners and make decisions or be able to bring about decisions. DACHSER shall be under an obligation to use the contact partner if and to the extent the implementation of the agreement so requires. DACHSER shall, for its part, designate a project manager who can prepare coordination and can bring about decisions at short notice.

3.2 For DACHSER to be able to meet binding deadlines and times, DACHSER is dependent on the customer's support. The customer therefore undertakes to use its best efforts to support DACHSER's necessary work for the services to be performed. If DACHSER works at the customer, the customer shall, as a material contractual obligation, create all of the conditions for this within his operational sphere, in time and free of charge, and shall maintain said conditions during the period when the services are rendered.

3.3 The customer shall give timely, complete and correct answers to all of DACHSER's questions which arise concerning the customer's business. As part of this the customer shall - even without being asked - provide information about circumstances which might be of significance for DACHSER's proper fulfilment of the agreement.

3.4 If the customer does not fulfil his support services or does not do so properly or not on time and if he is late *(in Verzug)* in making up for his failure to provide support services, DACHSER can demand reasonable compensation. Furthermore, DACHSER can set a reasonably extended deadline, by when the failure to provide support services must be made good, together with a declaration that DACHSER will terminate the agreement if the deadline is not met.

3.5 Within the framework stipulated by the agreement, DACHSER shall determine and be responsible for the way in which and by whom the agreement is performed. The customer shall insofar not have any rights to give directions. However, DACHSER shall always endeavour to take account of the customer's wishes.

3.6 DACHSER shall inform the customer of any foreseeable delays as soon as they become apparent to DACHSER. If a completion date is about to be exceeded DACHSER shall notify the customer, stating the reasons.

3.7 If a cause, for which DACHSER is not responsible, impedes performance of the agreement, DACHSER can demand a reasonable postponement of the deadline and, as the case may be, a reasonable restart-up period.

4. Rights of Ownership, Rights of Use

4.1 Execution of the agreement does not involve any transfer of rights of ownership of the software components concerned and to be processed.

4.2 Execution of the Software and Consulting Agreement does not involve any transfer of rights to use software components.

4.3 In individual cases the transfer to the customer of a non-exclusive right of use can be contractually agreed by separate written agreement.

5. Fee

5.1 The fee for the services rendered by DACHSER shall be regulated expressly and separately in the agreement.

5.2 DACHSER's working time, upon which the fee is based, also includes the actual time spent travelling to and fro. Travel costs and necessary expenses for trips taken by order of the customer, shall be charged to the customer in the amount actually incurred. The same applies to costs which become necessary due to a change of location requested by the customer.

5.3 Invoices are issued plus the respectively applicable statutory value added tax *(Mehrwertsteuer)*.

5.4 In the event that the Software and Consulting Agreement or individual parts of the agreement defined in the agreement are terminated the fee for all services rendered but not yet invoiced shall become due and payable immediately.

6. Impediments to Performance, Delay, Impossibility

6.1 If DACHSER's employee intended for the project is unable to deal - and such inability to deal was not foreseeable at the time the agreement was concluded - DACHSER shall, with the customer's consent, be entitled to replace the employee with an equally qualified substitute in order to fulfil its obligations under this agreement. DACHSER shall, alternatively, be entitled to postpone fulfilment of its obligations by the duration of the impediment.
6.2 To the extent that DACHSER is temporarily impeded, either in whole or in part, from rendering the agreed performance due to Clause 6.1 or an event of force majeure or some other event which was not foreseeable at the time the agreement was concluded, DACHSER shall be released from its contractual duties.
6.3 To the extent delays due to Clause 6.1 or Clause 6.2 are unreasonable for the customer, the customer can set DACHSER a reasonable deadline to resume the contractual work and following the expiry of said deadline to no avail the customer can terminate the agreement. This shall be without prejudice to DACHSER's right to be paid for services already rendered.
6.4 To the extent that DACHSER is responsible for the impediments to performance the liability shall be determined in accordance with Clause 7.

7. Liability

7.1 DACHSER shall not be liable for the economic outcome resulting from the consulting services and recommended measures.
7.2 DACHSER shall not be liable for negligently caused damage, consequential damage (caused by a defect), other indirect damage or lost profit.
7.3 This shall not apply in case liability is mandatory by Product Liability Act or a warranty is expressly given in writing or in the case of injury to life, body or health. In the event of damage to property caused wilfully or grossly negligently DACHSER's liability shall be limited to the foreseeable damage typically incurred in transactions of this kind.
7.4 In the event of any damage to the substance of any data carrier the liability for damages does not include the cost of replacing lost data and information.
7.5 The customer undertakes to make a back-up of his data prior to any installations, repairs, hardware changes etc.
7.6 The customer shall have no further-reaching claims for damages and reimbursement of costs, irrespective of the cause of action, in particular because of a breach of a duty under the contractual obligation or because of tort.
7.7 If the customer has any right to damages under this Clause, any such right shall be time-barred in 12 months after the statutory commencement of the limitation period.

8. Early Termination; Termination

8.1 DACHSER grants the customer the right to terminate the contractual relationship early if the customer so desires and subject to the proviso that only the rendering of "advice" is concerned.
8.2 The duty of confidentiality agreed and any other post-contractual fiduciary duties agreed shall not be affected by any such termination.
8.3 In the event of termination pursuant to Clause 8.1 the customer shall pay the agreed fee and the agreed expenses for the services rendered up until receipt of the termination in accordance with the agreed charging rates.
8.4 Clauses 8.1 to 8.3 shall apply *mutatis mutandis* to the case of early termination by DACHSER.

9. Secrecy

DACHSER and the customer shall treat all information, business process and documents, of which they become aware in connection with this agreement and which are described to them as being confidential, as confidential towards third parties, unless they have in some other way already come into the public domain. This duty shall continue to survive post-contractually.

10. Data Protection

DACHSER renders its services in accordance with the respective applicable German data protection provisions and in compliance with the General Data Protection Regulation (EU) 2016/679 as amended (GDPR). DACHSER is not a processor in the sense defined in Germany’s federal data protection act (BDSG) or the GDPR. Should DACHSER receive from the customer personal or other data, it is used exclusively for meeting DACHSER’S contractual obligations, unless otherwise agreed to in a separate agreement between the parties. In the process of meeting its contractual obligations, DACHSER may find it necessary to share personal data (e.g., with subcontractors, DACHSER subsidiaries, customs and other governmental authorities). Details on the use of personal data can be found in “Information in accordance with GDPR.” The customer must confirm receipt of the “Information in accordance with GDPR” from DACHSER. This may also be viewed at www.dachser.com at any time.

The customer similarly renders its contractual services in compliance with the GDPR and the respective applicable German data protection provisions. In particular, the customer must ensure that DACHSER is permitted to use the personal data sent by the customer to the extent and for the purpose described above. This still applies even if the personal data is not collected directly from the party concerned. As a result, DACHSER can be sure of the legitimacy of the use of the shared personal data to the extent described above without having to conduct further reviews. The customer releases DACHSER from any claims asserted by third parties in connection with the use of data to the extent described above—especially from any claims resulting from domestic or international data protection laws or GDPR, as well as any other claims made by supervisory authorities.

11. Additional Support by the Customer

11.1 If DACHSER owes programming services the customer assures DACHSER that all of the materials provided can be freely used and processed. The customer particularly gives assurance that he has all of the necessary copyright licences at his disposal.
11.2 The customer shall indemnify and hold DACHSER harmless from and against any possible claims by third parties which may be raised in connection with the materials provided by the customer.

12. Acceptance of Programming Services

12.1 With acceptance the customer declares towards DACHSER that the programming introduced by DACHSER complies with the performance specification.
12.2 Any use of the programme by the customer shall be deemed to constitute acceptance.
12.3 Partial acceptance shall not be permitted.
12.4 If acceptance is refused, an acceptance period of no more than two weeks shall start to run following renewed readiness for acceptance.

13. Warranties in the case of Programming Services

13.1 DACHSER warrants that the programming performed complies with the performance specification.
13.2 The warranty period is 12 months following the statutory commencement of the limitation period.
13.3 In the event of any notices of defects the customer's payments can be withheld in an amount which is reasonable in relation to the defects in quality which have arisen. The customer may only withhold payments if a complaint about a defect is raised, about the justification of which there can be no doubt. If the complaint was unjustified DACHSER shall be entitled to demand reimbursement of the costs incurred by it from the customer.
13.4 First DACHSER must be given an opportunity to render subsequent performance within a reasonable period of time.
13.5 If the subsequent performance fails, the customer can assert the other statutory rights.
13.6 There shall be no right to assert any warranty claims if the programme is not used in accordance with the respectively applicable installation requirements or is not used in accordance with the respectively applicable operating conditions.
13.7 If improper changes or repairs are made by the customer or by third parties, there shall also be no warranty claims in respect of any such changes or repairs or the consequences arising therefrom.
13.8 There are no warranty rights with respect to the quality and fitness of the property and materials provided by the customer.

14. Miscellaneous

14.1. The customer has 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 Customer 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 customer'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 customer upon first demand against any damages arising from the customer's failure to comply with respective applicable regulations such as acting with necessary due diligence in the supply chain.

14.2. In the event that individual contractual provisions are or become void, either in whole or in part, the remainder of the agreement shall remain valid. The same applies in the event that it transpires that there is a gap in this agreement. Such reasonable provision as comes closest to that which the parties would have intended had they considered the invalidity or gap shall - to the extent legally possible - replace a provision which is void, either in whole or in part, or shall fill the gap.
14.3. The place of jurisdiction is Kempten / Allgäu.
14.4. This agreement shall be governed by the law of the Federal Republic of Germany.
14.5. Any amendments to this agreement are required to be in writing.