

GENERAL INFORMATION

The prices and conditions offered are individually tailored to the customer's requirements.

Therefore, the prices and conditions offered may under no circumstances be passed on to third parties, whether these are customers, competitors, freight forwarders or any other persons without prior written consent. A breach of this condition will immediately mean an immediate suspension of our prices, even if the processing and/or execution of the business in question has already begun. In addition, Ontime reserves the right to take legal action as well as to file claims for damages.

SCOPE OF APPLICATION

All agreements and orders between the customer and Ontime Logistics are made exclusively on the basis of these General Terms and Conditions. In addition, the AWB conditions and/or the terms and conditions of the consigned shipping company and the General Austrian Forwarders' Terms and Conditions [Allgemeine Österreichische Spediteurbedingungen (AÖSp)] are printed on the following pages/back sides of the freight documents.

If there are any contradictions between these terms, the following order applies:

- Contract / Offer
- AWB or B/L
- GTC
- AÖSp

VALIDITY

The prices, terms and conditions quoted by Ontime (based on current wages, salaries, tariffs, and exchange rates) are effective from the date of the offer, until canceled, and supersede all previous agreements.

FREIGHT PRICES / QUOTATIONS / OFFERS

Quotations and daily price offers apply to commercially available merchandise, which is suitable for respective transport by sea or air, and is packaged and stackable in a manner suitable for transport. The quotations and daily price offers are based on the free choice by Ontime Logistics regarding methods of transport / routes, shipping companies, airlines and freight forwarders. The quotations and daily prices are also based on the condition that the chosen transport routes are unhindered and freely usable, and subject to the availability of empty containers, shipping space, air cargo space and other transport capacities. The quotations and daily prices are exclusive of VAT, unless otherwise agreed. Only costs that are incurred in normal transport are included. Unless otherwise stated or agreed in writing in

the quotation or in the daily price offer, costs for additional services such as insurance premiums, customs clearance abroad, customs duties & taxes, government levies, bills of lading and consulate fees, storage fees, advance commissions, demurrage and other unpredictable expenses, fuel surcharges, road use charges (road pricing) and costs that are not incurred through the fault of Ontime Logistics, are not included.

Quotations and daily price offers lose their validity if they are not accepted immediately or, despite acceptance, no dispatch takes place within

two weeks of the date of issue. Deviations from the quotations and daily price offers must be in writing and must be approved in advance by Ontime Logistics, with no exceptions.

Airfreight

We reserve the right to choose the airline and the flights. Due to legal requirements [in particular Regulation (EC) No. 300/2008], in individual cases and prior to corresponding clearance, an additional security check by Ontime or third parties may be carried out, including, if necessary, through the use of a manual check or visual inspection of the customer's goods. The customer expressly agrees to such an examination upon placement of the order. The liability of Ontime for damages caused by this activity is limited in such a case to cases of intent or gross negligence, which must be proven by the customer.

Sea freight

These sea freight [companies] indicated represent a selection of shipping companies and their current transit times. We reserve the right to consider other shipping companies, if the above-mentioned time frames and rate level will not be exceeded. All sea freight charges/surcharges are based on the time at which the offer was made.

Surcharges charged by the shipping company, which are not listed here, will be charged to you according to the invoice. The return of the empty container to the container depot of the recipient country will take place based on the instruction of the shipping company at the expense of the freight payer. The containers must be broom-swept and free of odors. Any resulting demurrage, detention, quay rent charges and all unpredictable costs are not included in this offer (if not specified) and are charged to you based on invoices.

FREIGHT CALCULATION

ONTIME ROAD

Bulky goods are charged on the basis of $1 \text{ m}^3 = 167 \text{ kg}$, i.e. you pay for either the weight or the space required to transport your shipment.

Calculation formula: Length (m) x width (m) x height (m) x 167 = volumetric weight in kg

Please also note the defined maximum dimensions and weights per shipment.

Exceptions: for the Scandinavian and Baltic countries as well as for shipments outside the European Union, a volume calculation of $1 \text{ m}^3 = 250 \text{ kg}$ applies.

If the weights/dimensions you specify differ from the weights/dimensions determined by ONTIME, the ONTIME calculations will be used for billing purposes. The stated freight prices are only valid for invoicing to Austria. For all freight and forwarding expenses that would have to be paid by the foreign recipient, the domestic client is jointly and severally liable.

For the ONTIME PLUS, ONTIME ECONOMY, ONTIME PACKET and ONTIME OPAL services, Otime reserves the right to use the calculation formula based on the respective service type.

DOCUMENTATION/ELECTRONIC DATA TRANSMISSION

Road business:

For all shipments, we need a delivery note stating the sender, the recipient with their telephone number, the delivery conditions, number of packages, weight and dimensions of the packages, and value of the goods in the shipment.

Otime Logistics also offers you the option of electronic data transmission of your shipment data at www.ontimelogistics.com/sendungserfassung.

Information on how to access this data transmission is available from your Otime consultant.

For shipments to non-EU countries, we also require the following: A commercial invoice with a declaration of origin in three (3) copies and/or with a value starting at € 6000, an EUR1 as well as any country-specific certificates.

Air & Sea business:

The minimum documentation requirement for all shipments is as follows:

Shipping order with information for the sender, the recipient (including telephone number and contact person), the delivery condition(s), content, number of packages, weight and dimensions of the individual packages + any applicable shipping instructions. Commercial or pro forma invoice in two (2) copies. Additional country-specific certificates for third-country consignments.

Customs clearance

The customer is obligated to submit to Otime all documents that are necessary to fulfill the customs and tax regulations. The customer is liable for any consequences arising from the lack, inadequacy or inaccuracy of the papers.

The customer commits to pay to Otime, in full and immediately, all duties and taxes imposed by the tax authorities, including import VAT and any penalties, at the latest within one week after receipt of the corresponding request by Otime.

AVISO [DISPATCH] and PICKUP TIMES

The prices quoted by Otime apply in compliance with the advice and collection instructions that have been provided by your Otime consultant.

The indicated pickup date is binding. Waiting times or repeat trips will be charged separately.

The takeover of your goods requires flawless commercial packaging that is suitable for transport. The indicated pickup date that you provide is binding. Waiting times or repeat trips must be charged separately.

DELIVERY CONDITIONS

We will accept the following delivery conditions:

ROAD:

- Ex works (EXW)
- Delivery at Addressee (DAP)
- Delivery at Addressee with customs duties/taxes prepaid (DDP) (NON-EU countries)

AIR & SEA

- Incoterms 2020

GUARANTEED DELIVERY COMMITMENTS

Road business:

The delivery times for ONTIME EXPRESS and EUROBAG are indicated in hours.

Runtime calculation excludes Saturdays, Sundays and public holidays.

In general, we are liable in case of fault by Otime for a maximum of the freight costs, i.e. any other costs over and above the freight charges will not be reimbursed. Punctual delivery presupposes perfect carriage conditions, packaging that is suitable for transport and proper addressing (no PO Box addresses). For ONTIME

PACKAGE, ONTIME ECONOMY shipments, shipments for private customers, shipments as cash on delivery and for Aviso customers, no delivery deadline apply. These shipments are transported within normal operating times!

Air & Sea business:

Terms of delivery or other runtime specifications by the customer are not binding, even without express objection. Liability for compliance with corresponding terms is expressly not accepted.

BASIS OF BUSINESS / LIABILITY / INSURANCE

The basis of the business consists of the "General Austrian Forwarders' Terms and Conditions" (AÖSp) in the respective valid version, insofar as no compelling legal regulations or international agreements (e.g. CMR, WA, CIM, etc.) are in conflict with these. Ontime Logistics' international partners work on the basis of the applicable national liability regulations for their country. Liability is therefore limited to those of the participating foreign partners, airfreight companies, shipping companies, railway administrations and other carriers. Exception for UK: the claim has to be registered within 21 days after collection by Ontime Logistics.

Notwithstanding the provision in § 51 lit. b AÖSp or in the sense of the Austrian Commercial Code [Unternehmensgesetzbuch - UGB], our liability, insofar as it is subject to the provisions of the Montreal Convention [Montrealer Übereinkommen (MÜ)], is in any case limited pursuant to Art. 22 MÜ. We would like to expressly point out that neither verbal nor written information on the value of the goods or an interest by the customer or third parties overrules or increases the statutory maximum liability limits of the individual modes of transport. Therefore, these are also neither a value declaration nor a statement of interest.

The transport insurance and insurance for stored goods, such as for fire, burglary and storm damage, is covered only by a special written order. The goods are insured as SVS/RVS and will be settled according to the premium table. Prohibition customers must communicate this in writing. The value basis for the SVS premium will be based on the information you provide regarding your values. If you do not provide this information to us in writing, a goods value of € 100.00 per 1 kg of gross weight will be assumed. The following is excluded from insurance coverage: Consequential damages of all types, wars, strikes, riots and similar risks, precious metals, jewellery, gems, coins, banknotes, checks, works of art, documents, perishables, furs, antiques, skins and hides, as well as shipments for which insurance cover otherwise exists.

For higher goods values, we recommend concluding a separate All-Risk Transport insurance policy against payment of an additional premium. We would be happy to provide information to you about our extended transport insurance protection.

SERVICE EXCLUSIONS / SERVICES THAT REQUIRE CONSULTATION

The following products cannot be transported via the Ontime Road products: Unpackaged goods, animals, precious metals, money, negotiable papers, checks and prepaid cards, stamps, firearms and/or ammunition, jewellery, antiques, works of art, as well as any other products excluded from transport by law.

Acceptance of dangerous goods pursuant to ADR/RID/IMCO/DGR, etc., requires a separate acceptance order.

Dangerous goods must be packaged by the customer in compliance with statutory regulations and international agreements for carriage, transshipment and storage, and must be labeled and provided with the necessary accompanying documents. Temperature-controlled and/or perishable goods, as well as alcoholic goods, require a separate transport order and are subject to special rates on request.

COD (applies only for Ontime Road)

COD shipments can only be accepted on agreement and without a term guarantee. A COD charge of 5% of the COD amount (minimum € 20.00 per shipment) will be charged in addition. Acceptance of goods is limited to a maximum of EUR 2,500.00.

LOADING MATERIALS / RETURN OF GOODS OR PACKAGING

Exchange of loading materials is not included and is only possible on request. Returns of packaging within the meaning of the Packaging Ordinance require a separate forwarding order that is subject to acceptance and will be charged separately. All loading materials, such as sea freight containers, must be returned in a clean (broom-swept) and undamaged condition.

Repairs and/or cleaning will be charged based on costs incurred.

General Terms and Conditions (GTC)

Ontime Logistics Spedition GmbH | Handelszentrum 16 | A-5101 Bergheim



PROOF OF DELIVERY

A proof of delivery will be provided on request if this is requested within one month from the date of shipment at the latest. A fee of € 5.00/voucher will be charged. For the provision of proofs of delivery that are older than one year, a fee of € 30.00/voucher will be charged.

PAYMENT DEADLINE

Ontime Logistics invoices are due within 7 days of the invoice date, unless otherwise agreed in writing. Invoicing is carried out electronically by email. Any necessary freight documents or customs documents are sent separately by email.

PENALTY CLAUSE

Any obligations arising from the contractual relationship shall apply subject to adherence to and compliance with national and international statutory requirements or sovereign requirements (sanctions, embargo measures, etc.). The customer is solely responsible for compliance with foreign trade regulations. The customer will indemnify and hold OnTime Logistics harmless from any obligations and claims. OnTime Logistics is not subject to any review requirements in this regard.

APPLICABLE LAW / JURISDICTION

Austrian law applies, with the exclusion of the UN Sales Law and conflict of laws provisions. The competent court in Salzburg will be the place of jurisdiction.