

General Terms and Conditions (GTC) nox Germany GmbH – for Business Customers

1. General/ADSp

nox Germany GmbH (hereinafter: nox) works on the basis of the German Freight Forwarders' Standard Terms and Conditions (Allgemeine Deutsche Spediteurbedingungen, ADSp) as amended.
The following provisions apply in addition to the ADSp rules specified in each case.
Unless otherwise agreed, the GTC apply in the valid version at the time of the order by the customer (hereinafter referred to as the Customer) or in any case in the version last notified to it in writing as a framework agreement, including for similar future contracts, without nox having to make reference thereto again in each individual case.
The GTC apply exclusively. Deviating, conflicting or additional terms and conditions of the Customer shall only become part of the contract if and insofar as nox has expressly agreed to their validity. This consent requirement applies in all cases, for example even if the Customer refers to its own GTC within the scope of the order and nox does not expressly object to this.

2. Supplementing ADSp, section 3 Obligations of the customer upon placing an order; information obligations, special types of goods
Pick-up/general obligations of the sender and/or the customer
1) The Customer is responsible for providing nox with the actual weight in kilograms and the dimensions (height/width/depth) of each package (including any loading aids used by the Customer (e.g. disposable pallets)). The weight of the loading aids used by the Customer is redistributed among the Customer's respective packages so that they are taken into account accordingly when weighting and pricing.
2) The Customer is also obliged to implement the labeling requirement in accordance with Section 73 of the German Act on the Modernization of Postal Law (PostModG).
3) For a shipment consisting of several packages, the chargeable weights of all packages are added together to determine the chargeable weight of the shipment. Each package will be rounded up to the nearest kilogram.
4) The Customer is also responsible for any further information required in the shipment data. This shall however include at least the sender and recipient with complete address and country code, details of any deviating invoice recipient, number of packages, routing, product/service type and postage. In addition, contact details of the recipient and packaging, type of goods, value of goods, any hazardous substance classes per package, as well as other necessary characteristics.
5) If the weight of a package is not specified or is incorrectly specified by the Customer, nox is entitled to reweigh the package. If weight-based billing has been agreed, nox is entitled to use the re-weighted weight as the basis for billing in the event of a difference. The Customer shall bear the burden of proof that the weight determined by nox is incorrect. If the weight re-weighted by nox is so far above the stated weight that the price for transport would be higher at the re-weighted weight, or if no weight is specified per package, nox is entitled, in addition to the price adjustment, to charge a flat-rate fee for the weighing (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>). If price-relevant weight differences or dimensional deviations are repeatedly discovered in ongoing contractual relationships with a Customer, nox is entitled to request the Customer to ensure that the weight/dimensional information is correct while setting a reasonable deadline. If the Customer does not or does not fully comply with this, nox shall be entitled to extraordinary termination of the continuing obligation. In cases where no weight/dimensions are specified per package (e.g. missing data transmission), these provisions shall apply mutatis mutandis. If nox transports these packages and does not weigh them, a weight of 35 kilograms will be used as the basis for calculating the freight charge.
6) In the case of sporadic shipments, the Customer must generally notify nox of the shipments by 2:00 p.m. on the day of pick-up. The packages must be ready for pick-up at the agreed time. Otherwise, nox cannot guarantee compliance with the agreed delivery deadline (in accordance with section 6.1). The pick-up time is specified by the Customer during online registration and confirmed by nox via order confirmation. For continuing obligations, the respective pick-up times agreed between the parties shall apply.
7) Each package must be provided with shipping documentation provided by nox and/or agreed with and approved by nox. If shipments are recorded online in the system set up by nox, the required shipping label is automatically generated and must be used for the respective package. When using Electronic Data Interchange (EDI) in conjunction with the nox system, the shipping label is also issued by the latter. If the customer uses an EDI with its own system for creating labels for shipping, an interface description to the system will be provided by nox as part of the implementation of this system. This interface description will contain the necessary information to create a nox standard label that meets nox requirements and must be used for each package.
8) This includes the application by the Customer of a nox-specific barcode or a barcode that can be scanned by the transport partner. A package that is not provided with a barcode label or a label scannable by nox is excluded from transport. nox may exclude it from the transport process and return it to the Customer at the Customer's expense and risk, unless nox or the transport partner can label the package itself based on clearly identifiable shipment data received elsewhere. The Customer shall bear the costs incurred as a result. If nox delivers despite this, the agreed delivery period does not apply, as nox must have the opportunity to review and clarify the matter.
9) Each package may only bear the label required for this transport. All other labels must be removed from the package. The packages must also be marked with the usual handling markings and symbols (e.g. fragile goods).
10) Cancellation of the order by the Customer in accordance with Section 415 of the German Commercial Code (HGB) after the shipment has been handed over to nox or the commissioned transport partner is only permissible until 5:00 p.m. on the day of pick-up at the latest and must be received by nox in writing.
11) Packages with a gross weight of 100 kilograms or individual dimensions exceeding 3.20 meters in length, 1.20 meters in width, or 1.50 meters in height must be expressly registered by email with a heavy goods notification (available from nox branches) by 12:00 noon on the day of pick-up. Unless expressly agreed otherwise in an individual contract, nox is entitled to charge a surcharge for these shipments in addition to the freight (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>). If nox needs to commission a separate transport (special delivery) to transport such a package, the Customer is obligated to provide confirmation that it will bear the special delivery costs upon request from nox. nox is entitled to charge the special delivery costs plus a flat-rate fee (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>). Delivery time commitments do not apply to these packages.
12) For packages with a gross weight of more than 100 kilograms, the Customer must ensure, at its own expense, that the necessary unloading aids are provided at the place of delivery.
13) If the Customer electronically transmits the shipment data incorrectly, late, or incompletely, a fee will be charged (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>). If the data is still not complete and correct within 3 days of the start of transport, an additional flat-rate fee (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>) will be charged until the matter is finally clarified.
14) Definition of chargeable weight: At nox, the maximum weight of the actual weight and volumetric weight per package is used for billing. The calculation for domestic German shipments is based on 1 cbm = 150 kg (volume factor). For international transport in defined countries, the volume factor may vary. nox will provide an overview upon request. nox generally handles "free domicile" shipments. "Carriage collect" shipments must be agreed individually and are only possible nationally. If nox agrees to such an order, this must be expressly stated on the order. nox is entitled, but not obligated, to collect the fee from the recipient. The Customer remains obligated to pay the fee to nox at all times.

3. Supplementing ADSp, section 3 Obligations of the customer upon placing an order; information obligations, special types of goods
1) Hazardous and special types of goods
The transport of goods that are hazardous goods within the meaning of national or international dangerous goods regulations (e.g. ADR, GGVSEB) is only permitted after prior agreement with nox. Further information and instructions for the transport of hazardous goods accepted by nox can be found in the Hazardous Goods Guide (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>). nox reserves the right to refuse the transport of hazardous goods. If nox agrees to the transport of hazardous goods, the Customer is obliged to prepare an ADR transport document (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>) and to notify the shipment. The Customer must ensure that the package (hazardous goods) and transport documents are handed over separately to nox or the commissioned transport partner. For limited quantities (LQ), in addition to separate provision, information about the gross mass must be provided to the transport partner.
2) Goods excluded from carriage
nox does not accept orders relating to the following goods: precious metals, jewelry, precious stones, conflict materials, money, coins, securities, antiques, works of art, postage or other tokens, unique items and other goods of exceptionally high value, tender documents; live animals and live plants, perishable goods and temperature-sensitive goods (unless otherwise agreed under individual law) as well as mortal remains, shipments subject to the postal service's transport monopoly, shipments whose contents, external design, transport or storage violate a legal or official prohibition or would require special facilities, security precautions or approvals, shipments as part of international air freight whose contents have been subject to a transport exclusion or conditions by the ICAO (International Civil Aviation Organization), the IATA (International Air Transport Association) or a competent authority or other organizations, as well as the transport of hazardous waste, fireworks, ammunition and other similar components. The transport of animal semen is only permitted after prior agreement with nox.

4. Supplementing ADSp, section 4 Rights and obligations of the freight forwarder
Inspection of the transported goods/right of inspection
nox is generally not obligated to inspect closed containers or packaged items, but reserves the right to open and inspect packages within the framework of the statutory provisions. In particular, nox is also entitled to open and inspect a package if there are reasonable doubts about the accuracy of the value of the goods stated by the Customer.

5. Supplementing ADSp, section 5 Contact person, electronic communication and documents
Data protection
1) nox is entitled to collect, store, process and, if necessary, forward to transport partners the data of the Customer, sender and recipient or their vicarious agents and/or assistants that nox receives in connection with the services to be rendered by nox for the purposes of rendering the services.
2) In the case of deliveries of shipments in the absence of the recipient, nox has a legitimate interest in taking and storing photos of the delivery process. The delivery of the package to the agreed delivery address is documented by photos. nox ensures that only the package and the immediate area of the drop-off location are photographed. nox takes special care to ensure that no personal data of the recipient or third parties subject to the protection of the General Data Protection Regulation (GDPR) is recognizable in the photographs. This includes, but is not limited to, names, addresses, faces, or license plate numbers. Likewise, nox will refrain from photographing the delivered shipment in a manner that would allow the recipient's premises or adjacent areas to be identified. The sole

purpose of the photograph is to document the proper deposit of the package at the agreed location, without recording any further information. nox ensures that the creation, storage and processing of photo documentation is carried out in compliance with applicable data protection regulations, in particular the GDPR. Any use of the photographs for purposes other than those stated in this section is prohibited. These photos will be stored for evidentiary purposes during the general limitation period.

6. Supplementing ADSp, section 13 Delivery
Delivery
1) Delivery by night express takes place after pick-up from Tuesday to Saturday generally by 8:00 a.m. on the next business day and, unless otherwise agreed, in the absence of the recipient and provided that the shipment has been made available on time in accordance with section 2.6.
2) The delivery of the shipment by nox is effecting by depositing it at a location specified by the recipient. The delivery location is determined exclusively via the online delivery location tool www.ready2nox.de.
3) If the delivery depot is not sufficiently large and theft-proof, or if it is not accessible, nox assumes no liability for delays or losses. Due to the urgency of the order, nox is entitled to leave the shipment with the recipient. nox will only refrain from delivery if this has been agreed in such cases or if there is such an obvious risk of loss that the urgency must obviously be overridden.
4) The Customer is obliged to ensure that the respective recipient maintains a delivery depot before the first delivery and sends a delivery location description to nox via the online delivery location tool.
5) In this context, the Customer is also obliged to inform the recipient that delivery can be made without a delivery depot and without a description of the storage location by leaving the goods at the recipient's address. The increased risk of loss resulting from the lack of a delivery depot shall be borne by the Customer.
6) In the event of non-delivery due to an obvious risk of loss, the return of the shipment to the Customer shall be at the Customer's expense. If a shipment is returned because no delivery depot was available, nox shall not be liable for any damage resulting from delayed delivery.
7) Once agreed upon in a delivery location description, delivery depots or named locations shall remain the agreed upon deposit/delivery location until the recipient gives nox a different instruction via the online delivery location tool. The shipment is deemed to have been delivered when the package is placed at the delivery depot, at the agreed deposit location or when it is left.
8) nox may also prove delivery through an electronic delivery report (scanning) or accompanying document from the commissioned transport partner, or through a manual entry in the shipment tracking system, if and to the extent that the delivery was previously confirmed by the commissioned transport partner by telephone. Upon request, nox will send the Customer a copy of the arranged proof of delivery by email for a fee (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>).
The sender must provide the packages with barcodes, which are scanned at the interfaces of the logistics chain at nox. Upon pick-up, handover is made against a signed receipt. Depending on the country, the final scanning process takes place during delivery at the recipient's drop-off location. Depending on the country, the data is transferred to the nox system via GPS and is available for prompt retrieval via the Internet.
9) Deviations from the above standard delivery times are only possible by prior agreement.
10) A surcharge will be charged for deliveries to North and Baltic Sea islands (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>). Delivery time commitments do not apply to these packages.
11) International transport/shipping is only permitted after prior agreement with nox.

7. Supplementing ADSp, section 16 Remuneration
Tariffs and payment terms/price adjustment
1) The prices, fees, and surcharges valid at the time of the order shall apply. nox will send the relevant overviews upon request.
2) Unless nox and the Customer have agreed otherwise, the following applies to price increases in continuing obligations: If nox's transport costs increase (hereinafter "price increase"), nox will inform the Customer of the price increase and obtain its consent. If no agreement is reached between the parties within six weeks of receipt of the price increase notification, both parties shall be entitled to terminate the continuing obligation with two months' notice to the end of the month. However, this only applies if nox's transport costs increase by at least 1% overall and/or the respective individual cost item by at least 3% compared to the time the contract was concluded.
3) Changes in market dynamics and availability of freight capacity are accounted for by way of regular price adjustments. A temporary surcharge is also possible, which shall enable nox to cover operating cost increases due to an emergency situation beyond nox's control.
4) If incorrect information is provided in the forwarding order or if the recipient of a "carriage collect" shipment refuses to pay, a new invoice will be issued for a fee (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>). The attachment of forwarding orders/waybills is subject to a fee per attachment (see <https://www.nox-nachtexpress.de/en/customer-area/nox-downloads>).

8. Supplementing ADSp, section 21 Insurance of the goods to section 29 Customer's liability
Liability/notification of damage
1) nox expressly advises that liability for damage to goods and due to delays is limited according to these GTC, the ADSp and, in some cases, also according to statutory provisions and therefore recommends taking out suitable transport insurance.
2) Unless otherwise specified below, the liability regulations of the ADSp apply.
3) **By way of derogation from section 23.1.1. ADSp, nox's liability in the cases specified there is limited to 2 Special Drawing Rights for each kilogram. The Customer is advised that this maximum liability amount is lower than the statutory maximum liability amount of 8.33 Special Drawing Rights per kilogram.**
4) All complaints and damages within the scope of the night express service must be reported by the Customer, sender or recipient by 12:00 noon on the day of delivery at the latest, and within the scope of the day express service by 12:00 noon on the day following delivery, in text form with a description of the complaint and details of the damage. If the delivery day for night express or the day following delivery for day express is a Saturday, Sunday or public holiday, the notification deadline is 12:00 noon on the next business day. Depending on the country of destination, different conditions may apply. Reports can be made via the nox portal.
General reservations are not sufficient. If no damage report is made within the specified reporting period, liability claims against nox are excluded. Goods reported as damaged must be kept available for inspection and return with the original transport packaging by nox and/or an authorized agent; otherwise, nox shall not be liable for the reported damage.
5) If nox receives a key or similar for access to a secure depot for the collection and/or delivery of packages, liability for loss of the keys or other damage is limited to a maximum amount of € 250.00 per key. The limitation of liability does not apply to damage caused intentionally. The Customer is advised that the keys handed over may only be suitable for opening the delivery depot provided. nox accepts no liability for keys for locking systems or for keys that can be used to open other rooms such as business premises or workshops.