

General Terms and Conditions of

SLS Logistics e.U.

Schwedenplatz 3-4/2/11, 1010 Vienna, Austria

FN622253d Commercial Court of Vienna

Owner: Siavash Bakhshayesh, BSc.

As of: May 2024



1. General Principles

- 1.** We, SLS Logistics e.U., Schwedenplatz 3-4/2/11, 1010 Vienna, Austria (hereinafter: we), work exclusively on the basis of these terms and conditions (hereinafter: GTC) in the applicable version, which are valid even if we do not expressly refer to them when concluding the contract.
 - 1.1.** An exclusion or waiver of our terms and conditions, even partially, is not possible. Terms and conditions of the client that deviate from or contradict these terms and conditions shall not be recognized by us and cannot be legally agreed with us. This exclusion also applies if we do not expressly contradict the terms and conditions of the client when placing the order. Anyone who wants to instruct us or enter into legal relationships with us acknowledges that this is only possible under our conditions to the exclusion of any other conditions. Any general terms and conditions of the client are not accepted by us and are therefore not deemed to have been agreed, even if they do not contradict our terms and conditions. Oral ancillary agreements are invalid.
 - 1.2.** The "General Austrian Freight Forwarders' Terms and Conditions" (AÖSp) apply in the generally valid version, which can be viewed under <https://www.slslogistics.at>, unless they are contradicted by statutory provisions or international agreements (e.g. CMR, WA, CIM, Hague Rules, etc.). Even in the case of gross negligence or intent, Section 51 (b) AÖSp shall not be deemed to be an agreement on higher liability amounts than provided for in the applicable international agreements; In particular, § 51 lit b) AÖSp therefore does not constitute an agreement on higher liability ceilings pursuant to Article 25. Furthermore, it is agreed that § 51 lit b) AÖSp does not trigger a reversal of the burden of proof within the meaning of § 1298 ABGB 2nd sentence.
 - 1.3.** Unless there is an indispensable legal precedence, the following rules and regulations are to be applied to our legal relationships and contracts in descending order:
 - 1.3.1.** our written offer / our written order confirmation
 - 1.3.2.** Our Terms and Conditions
 - 1.3.3.** The AÖSp

1.3.4. the general statutory provisions in their order of precedence.

In the event of contradictions in the rules, the above order of precedence shall prevail.

2. Order & Contract Basics

- 2.1.** All our offers are subject to change. For the contractual relationship with us, only our written order confirmation is binding. Amendments or additions to offers/contracts must be made in writing without exception in order to be effective. If we carry out an order from a client whose terms and conditions contradict ours, this does not imply acceptance of the general terms and conditions of our client. We do not assume any liability for the compliance with verbal, telephone, telegraphic or other orders received by us or other communications that are not confirmed in writing by either party, as well as for the observance of messages to warehouse, driving and accompanying personnel.
- 2.2.** We are entitled to commission domestic and foreign partner companies of our choice to carry out the orders placed with us. If and to the extent that we are liable to our client for their services at all, our liability towards our client is also limited to the respective liability of the respective partner company towards us.
- 2.3.** Our obligations arising from the contractual relationship are at all times subject to compliance with national and international legal requirements and sovereign requirements (in particular taking into account European and American embargo measures). In the event of contradictions to the contractual agreements, these legal requirements or sovereign requirements take precedence in any case, even in cases of doubt. Notwithstanding this, compliance with obligations under foreign trade law (prohibitions and restrictions on import, export or transit) is the sole responsibility of the Client. We are not obliged to audit, but rather the Client is obliged to inform us in writing of all restrictions and prohibitions in this regard with regard to the goods to be shipped in good time and to indemnify and hold us harmless in this respect. The Client is also responsible to us for ensuring the security of the supply chain.
- 2.4.** In the sense of placing the order, together with the order, we are provided with all the necessary data for checking the prerequisites for acceptance of the order for execution in accordance with these conditions,
- 2.4.1.** to correctly and fully disclose and transmit the execution of the transport (such as: type, value, special characteristics, special requirements, bulkiness, packaging, size, weight, cubature of the goods, accompanying documents, etc.) and the calculation of the transport charge. The Client shall be liable for the accuracy and completeness of this data, regardless of fault.
- 2.4.2.** The Client shall reimburse us for all costs incurred due to incorrect or incomplete data. We are under no obligation to verify the accuracy and completeness of the

data. Data transmission errors or the loss of order data during digital communication with us are at the sole expense of the client.

- 2.4.3.** The Client shall be liable to us, regardless of fault, for ensuring that all information, including the value information, which it has provided to us on the occasion of the order, is complete and correct, that its shipment is not an item excluded from transport, that the shipment is properly packaged, labeled and addressed, and that no applicable legal provisions are violated by the transport. For all damages and disadvantages that we incur as a result of incorrect or incomplete information or improper packaging, the customer must indemnify and hold us harmless.
- 2.4.4.** We do not accept any transport order in which a person other than our client is to pay us for the transport fee and the remuneration for our other services. If such an order is nevertheless carried out by us, the Client shall nevertheless be liable to us for all fees.
- 2.4.5.** We are entitled to issue freight documents, such as waybills, air waybills, etc.; in this case, we always act in the name and at the risk of the client or sender.
- 2.4.6.** The handover of dangerous goods in accordance with ADR/RID/IMCO/DGR etc. requires a separate order that must be accepted. Dangerous goods must be packed, labelled and provided with the necessary accompanying documents by the Client in accordance with legal regulations and international agreements for transport, handling and storage. Particularly dangerous goods, especially goods of ADR classes 1 and 7, may not be handed over to us. In particular, the following goods are excluded from acceptance for transport or acceptance for storage: precious metals (uncoined or coined or otherwise processed), jewels, precious stones, paper money, securities of all kinds, documents or deeds, temperature-controlled medicines, weapons and ammunition, live animals as well as substances whose storage is subject to special legal provisions (e.g. water-polluting substances).
- 2.4.7.** We will only take back packaging within the meaning of the Packaging Ordinance as well as return or exchange of pallets, lattice boxes, etc. after a separate written agreement.
- 2.4.8.** In the case of truck provision or container transports, 2 hours are available for loading and unloading for loading and unloading, and in addition, demurrage/detention fees are charged per hour or part thereof.
- 2.4.9.** All cargo must be subject to security checks before loading into an aircraft, unless the customer is a "known consignor". The Client agrees that the goods handed over for dispatch will be subject to a manual inspection and that the packaging will also be opened for this purpose. Our liability is limited to intent or gross negligence, the existence of which must be proven by the client. However,

this does not constitute an obligation on our part to carry out such a security check.

2.4.10. An order placed with us is only considered binding acceptance if it has been expressly confirmed by us with the provision of all necessary data. All information previously provided by us is non-binding.

2.4.11. Changes and additions to each contract require our written consent and our written confirmation in order to be valid and legally effective.

2.4.12. Offers are to be treated confidentially and may not be passed on to third parties.

3. Liability

3.1. We are liable exclusively in accordance with AÖSp within the framework of their liability regulations, which limit or exclude liability or distribute (reverse) the burden of proof. To the extent permissible, the burden of proof in all cases lies with the injured party/claimant.

3.2. We are only liable for damages arising from our activities and activities if we are at fault for them.

3.3. If damage to the goods was not externally recognizable or if we cannot reasonably be expected to clarify the cause of the damage for other reasons in the circumstances, the Client must prove that we are at fault for the damage.

3.4. Liability for damages due to slightly negligent conduct is excluded.

3.5. Apart from the possibility of insurance (see §§ 35 et seq., 39 et seq. AÖSp), the Client is free to agree with us on liability that goes beyond the maximum liability in return for special remuneration. Such an agreement must be in writing and entered in the consignment note in order to be valid.

3.6. For our entire forwarding business, activities and activities, for all our warehousing activities, including pre-, intermediate and post-storage in connection with the execution of transports, we are liable exclusively on the basis of our general terms and conditions only in accordance with the AÖSp and are excluded from any liability to us in the event of coverage of the SVS / RVS / LVS.

3.7. We only cover transport insurance and insurance of stored goods against risks such as fire, burglary and storm damage with your express written order. For goods values over EUR 10,-- per kg, for sensitive goods (e.g. goods at risk of breakage or theft) and for cross-border transports, we recommend that you take out transport insurance. In particular, any insurance cover does not apply if the dispatch is contrary to sanctions provisions of the United Nations and/or the European Union and/or other national economic or trade sanctions or legal provisions to be observed. Neither such an

insurance mandate nor an additional insurance mandate pursuant to the SVS/RVS constitute an indication of value or interest and therefore do not lead to an increase in the maximum liability amounts under the applicable transport law provisions.

4. Disclaimers

- 4.1.** The limitations and exclusions of liability in accordance with these GTC, the laws and the AÖSp apply to our liability.
- 4.2.** We are exempt from any liability if the loss, damage or failure to meet the delivery deadline has been caused by the fault of the person entitled to dispose of the goods, by an instruction of the person entitled to dispose of the goods through no fault of us or our agent, by special defects in the goods or by circumstances that we or our agent could not avoid and the consequences of which we or our agent could not avert.
- 4.3.** In particular, we are not liable:
 - 4.3.1.** for damage, in particular robbery damage, to goods that are not or inadequately packaged, unless a special written agreement on liability has been made in advance;
 - 4.3.2.** for goods that are considered to be unpackaged or poorly packaged according to the applicable transport regulations; these are also considered to be unpackaged or poorly packaged by us;
 - 4.3.3.** for externally recognizable damage to the packaging that comes to light immediately or later; we may have these removed at the expense of the client, but we do not have to do this, but we do not assume any liability beyond the preceding paragraphs;
 - 4.3.4.** for damage caused by outdoor storage, if such storage was agreed or if other storage was impracticable in accordance with normal business operations or circumstances;
 - 4.3.5.** for damage caused by theft, extortion or robbery or any other criminal act;
 - 4.3.6.** for the direct or indirect consequences of any other event for which we are not responsible (such as force majeure, weather conditions, damage to any equipment or cables, impact of other goods, damage caused by animals, natural alteration of the goods, delays, obstacles to loading, transport or unloading, etc.).
- 4.4.** If the loss or damage is due to the particular risks associated with one or more circumstances of the following nature, we are exempt from any liability:
 - 4.4.1.** use of open vehicles not covered with tarpaulins, if this use has been expressly agreed;
 - 4.4.2.** Absence or defects in packaging, if the goods are by their nature exposed to loss or damage in the absence or defective packaging;
 - 4.4.3.** handling, loading, stowing or unloading of the goods by the sender, the consignee or third parties acting on behalf of the sender or consignee;

- 4.4.4.** the natural nature of certain goods as a result of which they are exposed to total or partial loss or damage, in particular due to breakage, rust, internal spoilage, desiccation, leakage, normal shrinkage or exposure to vermin or rodents;
 - 4.4.5.** inadequate or inadequate designation or numbering of the packages;
 - 4.4.6.** Transport of live animals.
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- 4.5.** If, according to the circumstances, damage could result from one of the dangers specified in points 4.2 - 4.4, it shall be presumed that it arose from these dangers until the claimant proves otherwise.
 - 4.6.** If we demonstrate that we have delivered the goods in the same external condition as we have taken them over, then any liability is excluded.
 - 4.7.** All damages, regardless of whether they are externally recognizable or not, must be reported to us immediately in writing. In the event of non-compliance with this obligation to complain, the damages incurred only after delivery.
If we receive a notification of damage at a time when it is no longer possible for us to protect our rights against third parties, claims against us are excluded.
 - 4.8.** In the case of all goods whose value is more than € 29.06 per kg gross, as well as in the case of money, certificates and stamps, we shall only be liable for any damage of any kind whatsoever if we have received a written valuation from the customer in sufficient time for us to be able to inform ourselves about the acceptance or rejection of the order and about the information required for receipt, custody or dispatch.
The transfer of a value statement to warehouse, driving and escort personnel is without legal effect as long as it has not come into our possession or one of our commercial employees authorized to receive it, unless otherwise agreed.
 - 4.9.** If damage has occurred to a third party, such as a carrier, warehouse keeper, skipper, intermediate or sub-freight forwarder, insurer, a railway or goods collection point, banks or other companies involved in the execution of the order, we are not liable for this.
 - 4.10.** However, we assign any claim against the third party to the Client at the Client's written request.
 - 4.11.** We are entitled, but not obliged, to assert claims by way of third-party liquidation
 - 4.12.** If we have covered the forwarding insurance (SVS / RVS / LVS) on the basis of an explicit or suspected order, we are exempt from any damage covered by this insurance.

5. Cost, Freight etc

- 5.1.** Our costs (freight, etc.) are generally net, i.e. exclusive of the statutory value added tax, unless these are expressly offered gross (i.e. including the statutory value added tax).
- 5.2.** Our offers and agreements with us regarding costs (freight, etc.) and services always refer only to our own and/or third-party services listed by name and, unless otherwise agreed in writing, only to goods of normal size, weight and quality; they presuppose normal, unchanged transport conditions, unhindered connecting routes, the possibility of immediate onward shipment and the continued validity of the previous freight, the value ratios and tariffs on which the agreement was based.

Usual (special) fees and (special) expenses may be levied by us at any time, even if we have not drawn the Client's attention to them.

6. Maturity & Payment Terms

- 6.1.** Our invoices are to be paid immediately, unless otherwise agreed in writing. Default of payment occurs without the need for a reminder or other prerequisites at the latest after the expiry of five days after the due date, unless it has already occurred before that date according to the law. In the event of delay, we may charge the local expenses and interest. Further statutory claims remain unaffected.
- 6.2.** In the event of default, we are entitled to charge default interest in accordance with the freight forwarding tariff for merchants' goods in the amount of 1.5% per month and the debtor must reimburse us for our costs for our own reminders (at least with a lump-sum reimbursement of expenses of € 60.00) and also reimburse us for all costs of out-of-court and judicial debt collection.
- 6.3.** Invoices are payable immediately, without deduction. Cash on delivery is limited to a maximum of EUR 500,--, subject to national and international restrictions. All our offers are subject to change. In addition, we reserve the right to change air and sea freight rates at any time, even without prior notice.

7. Safeties & Collateral

We are entitled to demand the provision of sufficient security by the client at any time before or after the conclusion of the contract and to refuse/postpone our services until such a security has been provided. We do not get into default through such a demand and the rejection / postponement of our services, but we are rather entitled, if the client delays the provision of our services by delaying payment or providing security, to put the customer in default and to proceed in accordance with the legal regulations, and for this reason also to withdraw from the contract.

8. Storage

- 8.1.** Storage is carried out at our discretion in our own or third-party (private or public) storage facilities. If we store in a third-party warehouse, we must inform the depositor in writing of the location and the name of the third-party storekeeper or, if a warehouse receipt has been issued, make a note on it. This provision does not apply in the case of storage abroad or storage related to transport.
- 8.2.** If we have stored the goods in a third-party warehouse, the same conditions shall apply to the relationship between us and our client as apply to the relationship between the storekeeper and the third-party storekeeper. The storekeeper must send these terms and conditions to the Client upon request. The terms and conditions of the third-party warehouse keeper are not decisive for the relationship between the client and us insofar as they contain a lien that goes beyond the lien specified in § 50 AÖSp.
- 8.3.** An obligation to secure or guard storage rooms only exists to the extent that they are our own storage rooms and the securing and guarding is necessary and customary in

the area, taking into account all circumstances. We fulfil our duty of guarding if we have exercised the necessary care in employing or accepting guarding.

- 8.4.** The depositor is free to inspect the storage rooms or to have them inspected. He must raise any objections or objections to the accommodation of the goods or to the choice of storage space without delay. If he does not make use of the right of inspection, he waives all objections to the manner of accommodation, provided that the choice of the storage room and the accommodation have been made with due care of a prudent storekeeper.
- 8.5.** The depositor is only allowed to enter the warehouse if accompanied by one of our authorized employees.
- 8.6.** Entry may only be required during the business hours introduced by us, and even then, only if it is possible to work in daylight.
- 8.7.** If the depositor performs any actions with the goods (e.g. sampling), he must then hand over the goods to us in the same condition in which they were before these actions and, if necessary, determine the number, weight and condition of the goods together with us. Otherwise, our liability for damages and shortages determined later is excluded.
- 8.8.** We reserve the right to have the actions that the depositor wishes to carry out with the stored goods carried out by our employees.
- 8.9.** The depositor is liable, regardless of fault, for all damages that he, his employees or agents or third parties attributable to him cause to us, other depositors or the homeowner when entering the warehouse or entering or driving on the camp property. Third parties who visit the warehouse or the camp property at the depositor's instigation are also considered to be agents of the depositor.
- 8.10.** Unless otherwise agreed in writing, we may terminate the storage contract at any time with one month's notice by registered letter to the last address notified to us by the depositor.
- 8.11.** Termination without notice period is particularly permissible if the goods endanger other goods.
- 8.12.** If we have doubts as to whether our claims are secured by the value of the goods, we are entitled to set the depositor a reasonable period of time in which he can either ensure that our claims are secured or that the stored goods are stored elsewhere. If the depositor does not comply with this request, we are entitled to terminate the contract without notice period.
- 8.13.** As soon as the goods have been properly stored, either a warehouse receipt or a registered warehouse receipt will be issued on request. In case of doubt, the certificate issued by us is only valid as a warehouse receipt.
- 8.14.** The warehouse receipt is merely a certificate from the warehouse keeper confirming receipt of the goods. We are not obliged to hand over the goods only to the presenter of the note.
- 8.15.** We are entitled, but not obliged, to check the legitimacy of the display of the receipt; we are entitled without further ado to hand over the goods to the forefather against handing over the note.
- 8.16.** An assignment or pledge of the depositor's rights under the storage contract is only effective against us if it has been notified to us in writing by the depositor. In such cases, only the person to whom the rights have been assigned or pledged is entitled to dispose of the stored goods vis-à-vis us.

- 8.17.** If a "name warehouse certificate" has been issued, we are obliged to hand over the stored goods only against handing over the name storage certificate, in particular not only against a delivery note, delivery note or the like, and in the case of assignment only to the holder of the warehouse receipt, a coherent chain of assignment declarations on the warehouse receipt is legitimate.
- 8.18.** The assignment or pledging of the depositor's rights under the storage contract is only effective vis-à-vis us if it has been declared in writing on the warehouse receipt and, in the case of the pledge, has also been notified to us in writing.
- 8.19.** We can only raise such objections against the legal successor of the depositor, who is legitimized in accordance with the above provisions, which concern the validity of the issue of the certificate or arise from the certificate or are directly due to the storekeeper against the legal successor. Our statutory lien or right of retention is not affected by this provision.
- 8.20.** The provisions of point 8 shall also apply in the case of only temporary storage of goods, e.g. for the purpose of dispatch, or on the occasion of pre-storage, intermediate storage and post-storage in connection with transport, unless otherwise provided for in this point.

9. We are not obligated to verify

- a. the authenticity of the signatures of the declarations of assignment,
- b. the authenticity of the signatures on delivery notes, etc.,
- c. the authority of the signatories to a. and b.

unless otherwise agreed with the Client or the lack of authenticity or authority is obviously recognizable.

10. Lien and Right of Retention

- 10.1.** We have a lien and a right of retention on the goods or other assets in our control due to all due and not due claims to which we are entitled against the client or the payer from our activities and services.
- 10.2.** This lien also includes goods or other assets that are not the property of our client or payer, if we are in good faith when establishing the lien due to the circumstances regarding the property.
- 10.3.** We may at any time exercise without restriction a right of lien or retention in respect of such claims that are not related to the goods.
- 10.4.** In the case of an order to keep the goods at the disposal of a third party or to hand them over to a third party, we may at any time exercise a right of pledge or retention for claims against a third party that are not related to the goods.
- 10.5.** Any further statutory liens and rights of retention are not affected by the above provisions.
- 10.6.** If we threaten to forcibly sell the property, we will give the debtor a period of one week to settle the matter. After that, we are entitled to sell and are not obliged to inform the debtor of the sale date. The sale may be carried out by us directly. The costs of the sale are borne by the debtor.

- 10.7.** For the pawn or self-help sale, we can charge a sales commission from the gross proceeds in the amount of the local rates in all cases.

11. Prohibition of Assignment

- 11.1.** An assignment of the Client's rights to a third party as well as the assertion of claims against us in the name or for the account of a third party is excluded.
- 11.2.** The Client is also prohibited from assigning claims against us to third parties. If claims against us have been assigned to third parties despite this general prohibition of assignment, then the client must indemnify us from the claims of the person who asserts them against us and reimburse us for all expenses in connection with this inadmissible assertion of claims.

12. Prohibition of set-off

Against our claims, a set-off or retention with counterclaims is inadmissible without exception.

13. Insurances

- 13.1.** Without an explicit order, we are not obliged to cover insurance.
- 13.2.** If we cover insurance for an order, the client must immediately reimburse us for the associated premiums and costs.
- 13.3.** If we have covered the forwarding insurance (SVS / RVS / LVS) on the basis of an explicit or suspected order, we are exempt from any damage covered by this insurance.
- 13.4.** Even if the freight forwarding insurance is not covered in the case of an explicit or presumed order, we can fully refer to the AÖSp in terms of content.
- 13.5.** SVS/RVS – Supplement to §§ 39-42 AÖSp: If no prohibition customer declaration is made, the order is insured with a standard sum insured in the amount of EUR 3,750,-; If you wish to receive a higher sum insured, we must notify us in writing of a corresponding higher insurance order before handing over the goods for dispatch: In this way, a sum insured up to the maximum amount of EUR 1,500,000,-- can be covered, which is also the maximum sum insured in accordance with § 6 B Z 3 SVS and the maximum limit of the insurer's liability in accordance with § 9 Z 1 and Z 2 SVS. In deviation from § 39 lit. a), sentence 3, AÖSp, we charge the SVS/LVS contributions in accordance with our applicable SLS Logistics e.U. table for the provision of insurance cover.

14. Increase in the maximum liability amounts

An agreement with us of a higher value of the goods in excess of the maximum liability amounts or a special interest in delivery requires a written agreement with us, the entry in the consignment note, as well as the agreement and performance of a surcharge in order to

be effective. Without these conditions, we are not liable for a higher value or for a special delivery interest.

15. Freight transfer to the recipient

The notification by our client that the order is to be carried out on behalf of a third party does not affect the obligations of the client towards us, who remains obliged to pay us. We are not obliged to assert our claims against the third party to whom the freight was transferred.

16. Recipient's obligation to pay

- 16.1.** Acceptance of the goods obliges the recipient to pay immediately the costs of the goods, including cash on delivery. If payment is not made, the driver or accompanying personnel shall be entitled to take possession of the goods again.
- 16.2.** If, by mistake or for other reasons, the costs including cash on delivery are not paid at the time of delivery, the recipient is obliged, if he does not pay the amount despite being requested, to return the goods to us immediately and unconditionally or, in the event of inability, to pay damages to us. The assertion of a counterclaim or a right of retention as well as dispositions of the goods are inadmissible.

17. Exceeding delivery deadlines

- 17.1.** As a diligent forwarder / carrier, we strive to comply with the agreed or reasonable deadlines that can be granted to us without agreement.
- 17.2.** We shall only be liable for exceeding reasonable deadlines agreed upon or granted to us without an agreement if we are grossly at fault.
- 17.3.** Our liability is limited by the amount of the cargo.

18. Address and notifications

- 18.1.** The Client must notify us of his address and any change of address without delay; otherwise, the last address provided to us is authoritative and can be legally effected under these deliveries to the sender.
- 18.2.** We do not need to send notifications by registered mail and documents of all kinds without a special written order. We are not liable for any loss of such shipments
- 18.3.** We are under no obligation to verify the authenticity of the signatures on any communications or other documents relating to the property or the authority of the signatories, unless otherwise agreed in writing with the client or the lack of authenticity or authority is obviously apparent.
- 18.4.** We are entitled, but not obliged, to consider a notification sent by him (notification) as sufficient proof, we are entitled, but not obliged, to check the eligibility of the indicator.

19. Instructions concerning the goods

- 19.1.** An instruction given about the goods remains authoritative for us until the client revokes it. The sender's right of disposal expires as soon as the second copy of the consignment note is handed over to the recipient or the recipient asserts his right under Art. 13 CMR.
- 19.2.** An order to keep the goods at the disposal of a third party can no longer be revoked as soon as the third party's order has been received by the freight forwarder.

20. Indemnification of third-party claims

- 20.1.** The Client shall immediately release us from claims or additional claims for freight, average margins or contributions, customs duties, taxes and other charges that are imposed on us, in particular as the person entitled to dispose of or as the owner of third-party property, upon request. Otherwise, we are entitled to take such measures as we deem suitable for our security or liberation, if necessary, if the circumstances justify it, also by destroying the goods.
- 20.2.** The client must draw our attention to all public law obligations, e.g. customs law, associated with the possession of the goods in a timely manner in a manner customary in business. The Client shall be liable to us for all consequences of the omission.
- 20.3.** Our client must immediately indemnify us against claims by third parties, for which we are not liable, upon request at any time.

21. Customs clearance

- 21.1.** The order for dispatch to a destination abroad includes the order for customs clearance, if without it the transport to the destination cannot be carried out.
- 21.2.** For customs clearance, we can charge a special commission in addition to the actual costs incurred.
- 21.3.** The order to deliver incoming shipments under customs seal or to deliver them free of charge includes our authorization, but does not oblige us to complete the necessary customs formalities at our discretion and to interpret the customs amounts determined by the customs authorities.
- 21.4.** If the client gives us instructions for customs clearance, these must be strictly observed. If customs clearance is not possible in accordance with the instructions given, the freight forwarder must inform the customer immediately.
- 21.5.** The order to receive incoming goods authorises us, but does not oblige us, to lay out freight, cash on delivery, customs duties and expenses resting on the goods.
- 21.6.** In all these cases, we are entitled to demand advance payment in cash or corresponding collateral from our client for customs duties, taxes and other duties etc. to be interpreted and to postpone our activities and services until such payment has been performed, as well as to charge default interest or withdraw from the contract in the event of default.

22. Privacy

We are entitled to collect, store and process personal data obtained in connection with our service to the extent and for as long as this is necessary for the provision of our services. The use and processing of the data is carried out using electronic data processing systems. Data processing may be carried out with regard to other services and offers from us. The client agrees to this data collection and processing as well as to transmission, in particular to government agencies. The Client is entitled to revoke this consent at any time. The Client agrees that the mobile phone number provided by the Client may be used by us for the purpose of advertising its own services in accordance with § 107 of the Telecommunications Act, as long as the Client does not object to this.

23. Foreign currencies

If we owe foreign currency or have interpreted foreign currency, we are entitled - unless public law provisions to the contrary - to demand payment either in foreign or in euros at our discretion. If we demand payment in euros, the conversion will take place at the exchange rate of the goods on the day the order is placed, unless we have demonstrably paid a higher rate.

24. Joint and several liability

Several clients are jointly liable to us for all claims and liabilities.

25. Written form requirement

Amendments or additions to agreements with us must be made in writing without exception. This also applies to an agreement with which this formal requirement is to be departed from.

26. Place of jurisdiction and place of performance, applicable law

Austrian law applies to the exclusion of the provisions of international private law. The place of jurisdiction is Vienna (Austria). However, we reserve the right to assert claims against the client before any other legally permissible place of jurisdiction.