

General Terms and Conditions for InstaFreight Forwarding Services (Customer Terms and Conditions)

These Terms and Conditions (“**terms**”) shall apply between the purchaser (“**customer**”) and the InstaFreight GmbH, Oranienstr. 25, 10999 Berlin (“**freight forwarder**”), registered at the Berlin (Charlottenburg) HRB 138584 B registry court for contracts concluded over the website www.instafreight.de (“**website**”) or by telephone, on the conduct of national and international transport services as well as any additional insurance benefits (IAW clause 21 ADSp 2016) offered through the Freight Forwarder.

The following terms in their valid version at time of the order exclusively apply to the business relationship between the freight forwarder and the customer. Deviating terms made by the customer will not be recognized, unless the freight forwarder has expressly agreed to their validity in writing.

1. Specification of Services

- 1.1. The freight forwarder commits himself to the customer to ensure dispatch of the goods indicated in the forwarding order.
- 1.2. The transportation of goods takes place between addresses indicated in the forwarding order.
- 1.3. The offer made by the freight forwarder is directed only at commercial customers.
- 1.4. Upon express request of the customer, the freight forwarder concludes a cargo insurance.

2. Registration

- 2.1. The customer must register and set up a profile on the website or by telephone to place orders. This can take place during the order process or independently hereof.
- 2.2. Registration is only possible for businesses. Consumers cannot register for the services offered by the freight forwarder.
- 2.3. The freight forwarder will verify registrations and reserves the right to prohibit the creation of a user profile or delete it.

3. Conclusion of contract

- 3.1. The customer may place an order via the appropriate form on the website or by telephone. In doing so, the customer is obliged to state his details, information on the place of collection, destination, date of dispatch, weight, volume, and to give a detailed description of the goods to be shipped.
- 3.2. The order concludes by clicking the button “BOOK NOW” at the end of the order process. Confirmation of the order will subsequently be sent to the customer by email. For each subsequent change of an order, the freight forwarder will charge a fee of € 10,00 per change.
- 3.3. The customer must transmit the following details, which are required for the verification of the customer, to the freight forwarder either via email to contact@instafreight.de or submitting the appropriate form on the website at least 13 hours in advance of order execution:
Company name and address, legal form and VAT-ID. The freight forwarder will check these details and will contact the customer in case of any questions. If the details of the customer are correct and complete the freight forwarder will confirm the completed verification.
- 3.4. Before confirming the verification by the freight forwarder the customer is allowed to place one order of up to € 500,00 for a shipment on euro-pallets.

4. Cancellation up to/ as of 48 hours before order execution

- 4.1. The customer may cancel bookings free of charge up to 48 hours before the day of the order execution. If the freight forwarder cannot commission a third party to transport, he may

also cancel, free of charge, up to 48 hours before the day of the order execution. A timely notification by email is sufficient for a cancellation.

4.2. In the case of a cancellation by either party as of 48 hours before the start of the day of order execution, the other party shall be entitled to a payment of one third of the agreed freight charges.

5. Termination by the Freight Forwarder

5.1. The freight forwarder may be entitled to a statutory right of termination or to terminate the service in accordance with section 8.4 in the event of an involuntary idle time.

5.2. The freight forwarder is entitled to terminate orders ten hours in advance of the order execution if (i) the customer provided incorrect information about facts of his/her ability of payment, (ii) if the customer in advance of booking has not provided all required information for the verification and facts occur about the existence of the customer, the shipper or recipient or (iii) facts are present about a fraudulent activities by either the the customer or by other parties involved in the order fulfillment. The termination can happen via email.

6. Goods excluded from shipment

6.1. Exempt from shipment are

- goods whose possession and shipment are legally prohibited;
- goods which pose a threat to health, safety or property;
- goods which are perishable (especially fresh food);
- animals or plants;
- hazardous goods;
- motor vehicles;
- property moved in connection with a transfer of residence ;
- heavy cargo and large-volume transports, crane or assembly work;
- goods to be towed or recovered;
- theft or robbery endangered goods such as spirits, tobacco, EDP, optical, entertainment electronics and telecommunication equipment, whose value exceeds EUR 100,000 per shipment

6.2. For questions concerning transportability of goods, the freight forwarder's customer service remains disposable of the customer (see contact details below).

7. Validity of the German Freight Forwarders' Standard Terms and Conditions 2016

7.1. Unless otherwise stipulated in these General Terms and Conditions, the General German Freight Forwarding Conditions 2016 ("ADSp 2016") shall apply. **The provisions on the maximum liability amount in § 431 HGB are deviated from the ADSp 2016 – see clause 14 of these Terms (liability).**

8. Remuneration, reimbursement of expenses, demurrage

8.1. For the organization of the transport, including the provision of ancillary services, the freight forwarder receives a fixed remuneration from the customer in the amount of the prices indicated during the order process.

8.2. If the goods to be transported accrue additional expenses which were not anticipated at the time the contract was concluded, the freight forwarder may require the customer to reimburse them, insofar as they were necessary. The freight forwarder must obtain instructions from the customer before the expenditure has been incurred, unless this is not possible due to special circumstances.

8.3. If additional costs arise from erroneous information given by the customer on the transport (e.g. incorrect transport date, incorrect delivery address), the customer bears the incremental

costs.

8.4. Involuntary idle time occurred by the freight forwarder or the third party commissioned during loading or unloading shall be remunerated in accordance with ADSp 2016 as follows: if the loading or unloading period specified in ADSp 2016 is exceeded due to a contractual agreement or for reasons not covered by the risk profile of the carrier, the freight forwarder may demand a demurrage of EUR 45.00/ hour. However, the freight forwarder is free to set a reasonable deadline for the customer to ship or make the goods available. If no goods are loaded or made available until expiry of the deadline set in accordance with the preceding sentence, or if it is made obvious that no goods will be loaded or made available within this period, the freight forwarder may terminate the transport contract.

8.5. If the freight forwarder makes use of his right to dispatch in bulk cargo (§ 460 HGB), the parties shall consider the agreed remuneration as an appropriate remuneration.

8.6. Clause 15 of these terms (insurance), clause 21.5 ADSp 2016 and clause 28 ADSp 2016 shall remain unaffected.

9. Payment, Prices and Invoicing

9.1. The freight forwarder provides the method of bank transfer payment after invoicing.

9.2. Payments are due 15 days after receipt of the invoice.

9.3. All prices on the website are quoted in Euro plus VAT.

9.4. The freight forwarder will send the customer an invoice for the agreed remuneration in electronic form by email after the transport has been carried out.

10. Conclusion of execution contracts by the Freight Forwarder

10.1. The freight forwarder is free to carry out the transport in accordance with statutory provisions (own-name) or to conclude necessary execution contracts with third parties.

10.2. If the freight forwarder concludes execution contracts (e.g. freight contract, storage contract) with third parties, he shall inform the customer of the name and address of the third parties commissioned at request of the customer.

10.3. The freight forwarder is free to choose the means of transport and any execution contracts to be concluded in this regard.

11. Transport handling

11.1. The customer hands over the goods intended for transport to the freight forwarder or the third party commissioned by the latter to carry out the transport at the address and time specified in the forwarding order.

11.2. The customer is obliged to ensure secure loading, stowage, fastening and unloading. The carrier must ensure operationally reliable loading and surveillance. Adequacy of the surveillance is dependent on the type and scope of each individual order.

11.3. The customer informs the freight forwarder about any indications of quality and characteristics of the goods required for the contractual and legal conduct. These may include information on weight, type, quantity, extent and weight of individual goods, packaging and whether it is considered a dangerous good.

11.4. The freight forwarder is entitled to carry out the dispatch in bulk cargo (§ 460 HGB).

12. Customers' right to give instructions

12.1. A contract-related right of instruction shall be assigned to the customer for the purpose of concreting the services. The freight forwarder is obliged to comply with the order-related instructions.

12.2. If instructions are not given in sufficient detail or cannot be executed, the freight forwarder is allowed to act according to his/ her discretion.

12.3. The instructions of the customer are to be followed. The freight forwarder or a third party

commissioned by the freight forwarder shall draw the customers attention to an obvious inaccuracy and impracticability in his instructions; if the customer hereafter insists on the execution of the instructions thus issued, he bears responsibility for this.

13. Credit information

13.1. For the purpose of the credit check, Bürgel Wirtschaftsinformationen GmbH & Co KG, PO Box 500 166, 22701 Hamburg, provides the freight forwarder with data stored in their personal database on the address and creditworthiness of the customer, including those determined on the basis of mathematical-statistical methods, provided that the freight forwarder has credibly demonstrated his legitimate interest.

13.2. For the purpose of deciding whether to establish, to conduct or to terminate the contractual relationship, probability values are collected or used, the calculation of which will, amongst others, include address data.

14. Liability

14.1. Insofar as there are no opposing mandatory regulations, the freight forwarder shall be liable for all his activities in accordance with ADSp 2016 and, insofar as these do not apply to the services of the freight forwarder, according to the following paragraphs. Extract from ADSp 2016 (clause 23 ADSp 2016):

„Liability limitations

23.1 Except in case of damages during pure carriage of goods by sea or ordered warehousing, the freight forwarder's liability for damages to goods is limited according to § 431 Sections (1), (2) and (4) HGB, to:

23.1.1 8.33 Special Drawing Rights (SDR) for every kg, whenever the freight forwarder is:

- a. a carrier, as defined by § 407 HGB,*
- b. acting as principal (Spediteur im Selbsteintritt), fixed costs freight forwarder (Fixkostenspediteur) or consolidator (Sammelladungsspediteur), according to §§ 458 to 460 HGB or*
- c. care, custody and control freight forwarder (Obhutsspediteur) according to Section § 461 Section (1) HGB.*

23.1.2. 2 instead of 8.33 SDR for every kg, whenever the customer has agreed to a freight forwarding contract which is subject to a variety of transport means and includes carriage of goods by sea equivalent to Article 22.4.

23.1.3. Whenever freight forwarder's liability according to Article 23.1.1 exceeds an amount of 1 million Euros per damage case, this liability is furthermore limited to 1 million Euros per damage case, or to 2 SDR for every kg, whichever amount is higher.

23.2. The liability of the freight forwarder for damages to the goods for freight forwarding contracts which are subject to pure carriage of goods by sea and cross-border transportation, is limited to the maximum statutory liability amount.

23.3. For all cases out of scope of Articles 23.1 and 23.2, such as § 461 Section (2) HGB, §§ 280 ff BGB, the liability of the Freight Forwarder for damages to goods is limited according to § 431 Section (1), (2) und (4) HGB to a maximum of:

23.3.1. 2 SDR per kg for freight forwarding contracts relating to pure carriage of goods by sea or a transportation by a variety of transport means, but including carriage of goods by sea,

23.3.2. 8.33 SDR per kg for all other freight forwarding contracts.

23.3.3. Furthermore, the freight forwarder's liability is limited to the maximum amount of 1 million Euros for each case of damage.

23.4. The liability of the freight forwarder for all other damages than damages to the goods with the exception of damages during ordered warehousing or damages to personal injury or goods of third parties is limited to three times the amount that would be payable for the loss of goods

according to Articles 23.3.1 or 23.3.2.

23.4.1. Furthermore, the freight forwarder's liability is limited for each case of damage to the maximum amount of 100,000 Euros.

23.4.2. §§ 413 Sections (2), 418(6), 422(3), 431(3), 433, 466, 487(2), 491 (5), 520 (2), 521 (4), 523 HGB as well as any relevant liability provisions in international conventions shall remain unaffected.

23.5. If freight forwarder's liability according to Articles 23.1, 23.3 and 23.4 exceeds the amount of 2 million Euros per damage event, then freight forwarder's liability is, irrespective of how many claims arise from a single damage event, further limited to a maximum amount of 2 million Euros per damage event or to 2 SDR per kg for lost or damaged goods, whichever amount is the higher. When there is more than one claimant, the freight forwarder's liability shall be proportionate to individual claims."

14.2. If ADSp 2016 does not hold, the following regulations apply:

14.3. The freight forwarder

is liable without limitation

- in case of intent or gross negligence,
- for damages resulting from injury to life, body or health,
- according to the provisions of the Product Liability Act as well as
- to the extent of a guarantee assumed by the Freight Forwarder.

14.4. In the event of a slightly negligent breach of obligation essential for the achievement of the contractual purpose (cardinal obligation), the liability of the freight forwarder is limited in amount to the damages

- in the case of misdirection, up to 50% of the total value of goods, up to a maximum of € 2,500.00 per loss event, if they were necessary to prevent damage;
- in the case of recovery, destruction or disposal of a damaged good with regard to the costs to be incurred by statutory or official obligations up to an amount of € 10,000.00 per loss event.

14.5. There is no further liability of the freight forwarder.

14.6. The foregoing liability limitations also apply to the personal liability of the freight forwarder's staff, representatives and organs.

14.7. Note: The freight forwarder is not liable for omissions of the customer or the recipient. In particular, the freight forwarder is not liable in the event that goods conveyed got damaged and the customer has failed to make a punctual and sufficient notice of damage in accordance with § 438 HGB and the freight forwarder or a third party employed by the freight forwarder is thereby released from any liability.

15. Insurance

15.1. The freight forwarder has arranged a liability insurance and will, upon request, provide the customer with a confirmation.

15.2. The freight forwarder is entitled, but not obliged, to arrange the insurance of the goods.

15.3. The freight forwarder is entitled to take out a transport insurance (in a separate contract). The request for such a transport insurance can be set in the booking process.

16. Final provisions

16.1. The customer is entitled to offset rights or rights of retention only in so far as his claim is identified as legally binding or undisputed.

16.2. The exclusive jurisdiction for all parties involved in all legal disputes arising out of this agreement between the freight forwarder and the customer, unless mandatory legal provisions exist, lies at the registered office of the freight forwarder.

16.3. German law applies.

16.4. If these terms and conditions are partially invalid, the remaining provisions shall remain valid and untouched. Relevant statutory provisions shall apply instead of the invalid provision.

17. Contact

InstaFreight's customer service is available to the customer for any questions, suggestions or criticism that may arise: Contact by email at info@instafreight.com or on working days by telephone at tel. +49 (0)30 340603300.