



# TNT SERVICES TERMS AND CONDITIONS OF CARRIAGE FOR GERMANY

## National Express Services (effective Decemcer 1, 2021)

These terms and conditions of Carriage TNT Services for Germany shall apply to all orders which relate to transportation services only within Germany offered under the brand name "TNT" and placed with FedEx Express Deutschland GmbH. All orders will be performed exclusively on the basis of the following terms. These terms and conditions of carriage also apply to future contracts, even where there is no repeated reference to the terms and conditions of carriage. Any agreements that deviate from these terms and conditions of carriage must be confirmed in writing by FedEx in order to be effective. Drivers are not authorised to issue or receive contractual declarations.

**The general terms and conditions of business contain exclusions of and restrictions on liability that FedEx and companies contracted by FedEx can rely on. FedEx therefore makes express reference to taking out adequate transport insurance.**

In addition to the general terms and conditions of business, the product-related information brochures available in our business premises and the company price list for transport insurance also apply. Your FedEx branch will gladly send these documents to you on request.

### 1. General

The area of application for our prices and terms is the mainland Federal Republic of Germany. We charge a supplement of € 30.70 net per shipment for delivering to the North Sea and Baltic Sea islands and no transit time promise is made.

### 2. Goods excluded from transportation

FedEx does not accept any orders that relate to the following goods:

Precious metals, jewellery, precious stones, money, coins, securities, antiquities, works of art, stamps or other tokens, unique items and other goods of exceptional value; e-cigarettes; tobacco; narcotics; dangerous goods as defined in the German Dangerous Goods Law (*Gefahrgutgesetz*), in particular radioactive materials, explosive goods, weapons, munitions and goods that could cause harm to other goods, the environment or people, or in respect of which the transportation, import or export is prohibited by applicable law; cytostatic drugs; live plants; animals; perishable goods and temperature-sensitive goods, as well as mortal remains; shipments that are subject to the transportation monopoly of Deutsche Post; shipments whose content, external appearance, transportation or storage contravene a statutory or official prohibition, or which would require special equipment, safety measures or authorisations.

Excluded goods may only be provided to FedEx by the sender if a special written agreement has been made with FedEx in advance, for example the sending of goods subject to special safety measures with Special Services or as dangerous goods (dangerous goods are only transported without any transit time promise). Dangerous goods packages over 100 kg/L are excluded from transportation in the network. This does not apply to pallets, provided that the individual packages on the pallet do not exceed the quantity restriction. FedEx is not liable for loss of and/or damage to goods provided to FedEx for transportation in contravention of the transportation exclusions. FedEx is not responsible for verifying whether goods are subject to any transportation exclusions. In case a suspicion of a violation occurs, FedEx is allowed to open and check the consignment.

### 3. Terms of delivery

As a general rule, delivery is free at the place of delivery. Shipments in respect of which delivery is not free at the place of delivery are to be expressly declared as such on the FedEx shipping order. A cash on delivery instruction is not connected with this. FedEx is entitled, but not obliged, to collect the shipping fees from the recipient. The person placing the order is at all times obliged to pay the shipping fees to FedEx.

### 4. Cash on delivery

Cash on delivery amounts are only accepted on the basis of a special written agreement. A cash on delivery instruction issued on a case-by-case basis, and which does not comply with this formal requirement, does not oblige FedEx to charge cash on delivery.

### 5. Costs

Haulage charges per order are calculated on the basis of our respective valid price lists plus value added tax and transport insurance premiums. The price lists are part of the agreement between FedEx and the sender. The agreements also govern pro rata service charges for (among other things) toll charges, fuel, financing costs and for manual data capture and paper invoices, and these are shown separately on the invoice. Your FedEx branch would be happy to send you your agreement and your price list on request.

### 6. Money-back guarantee

If the agreed transit time is not complied with, the amount of the haulage charge will be determined by the service actually provided. This money-back guarantee does not apply in the case of delivery delays caused by force majeure (e. g. weather conditions, strike, lockout, official restrictions, etc.), missing or incomplete documentation (e. g. incorrectly completed FedEx haulage orders, missing or incorrect labelling with FedEx stickers depending on the service), subsequent requests by the sender or instructions from the



recipient that directly affect the transportation process. Depending on the service, the agreed transit time applies from Monday to Friday and/or Saturday, from the day of receipt.

#### 7. Responsibility for costs

Costs that arise due to the recipient refusing to take delivery or for the third and each subsequent delivery attempt to the same address (second attempt is free of charge), as well as in the event of a vehicle re-routing (e. g. due to an incorrect address) will be borne by the person placing the order. If the recipient is unable to take delivery for more than five business days, the resulting storage costs will also be charged to the person placing the order.

#### 8. Invoices/payment terms

All charges and expenses are immediately due and payable. Financing costs of 6 % are always added to the invoice amount, which are deductible from the invoice amount if payment is made within the stated due date. If a new invoice needs to be prepared due to incorrect details in the shipping order or because the recipient of a "freight not prepaid" shipment refuses to pay the shipping charges, FedEx will charge a fee of € 17.80 net. In this regard, please contact your responsible FedEx branch. Amounts owed may only be offset against FedEx receivables to the extent that such amounts owed are undisputed or have been finally determined by a court. The same applies for asserting a right to withhold payment.

#### 9. Insurance

FedEx covers goods and financial loss insurance (transport insurance) for up to € 2,500.00 in favour of and at the cost of the person placing the order in accordance with the company price list for transport insurance, unless the person placing the order has waived it in writing or is sending a receiver pays consignment. To the extent no written waiver is provided or a receiver pays consignment is sent, the instruction to take out further transport insurance will be issued in the case of higher values by declaring the value of the goods on the front part of the shipping order. Insurance cover that exceeds an insured amount of € 40,000.00 is only effective following express written confirmation by your FedEx branch.

Claims for damages can only be accepted if a corresponding written reservation is made upon delivery. General reservations such as "not inspected" or "subject to reservation" mean that the goods are free from defects.

Transport insurance is included for up to € 75.00 in respect of documents and/or printed matter and up to € 750.00 for Business Pak. Supplementary insurance is not possible for either.

#### 10. Pallet exchange fee

As a general rule, we exclude the exchange of loading aids. In exceptional circumstances, and after prior consultation, we will exchange and return loading aids in return for a cost reimbursement of € 10.20 net per Euro pallet and € 76.70 net per pallet cage.

#### 11. Exceptional increase in costs

Unforeseeable increases in costs (e. g. for fuel) will be added to the price following prior notice.

#### 12. Bulky goods, special dimensions, special handling

Bulky goods means those goods whose volume weight is greater than the effective weight. Billing is based on the volume weight, provided that the volume weight is greater than the effective weight. The calculation of the volume weight is made on the basis that 1 cbm = 200 kg and/or 1 loading metre = 1,200 kg. To ensure quick and safe handling, we ask you to notify your FedEx branch in advance of accepting individual packages that exceed 3.00 m (L) or 1.20 m (W) or 1.40 m (H). For shipments with dimensions greater than 5.00 m (L), 2.40 m (W) or 1.80 m (H), transportation will only be undertaken after prior consultation with your responsible FedEx branch. We charge a service charge for special handling for shipments that place increased operational demands on FedEx.

#### 13. Limitation of liability

FedEx liability for damage to goods is limited to two special drawing rights (SDR) per damaged or lost kilogram of the shipment. FedEx liability for anything other than damage to goods (excluding personal injury and damage to goods that are not the subject of the contract of transportation) is limited to an amount equal to three times the amount that would have to be paid in the event of loss of the goods, but in any event not exceeding an amount of € 100,000 per claim. If, when entering into the contract, the party placing the order considers that the foreseeable financial loss risk exceeds the aforementioned amounts, FedEx will provide the party placing the contract with appropriate higher liability amounts at its request. FedEx is entitled to increase the fee if the liability amounts are increased. §§ 431 Section 3, 433 of the German Commercial Code (HGB) are not affected. In respect of requested warehousing, FedEx liability for damage to goods is limited to € 5.00/kg, and to € 5,000.00 per claim for financial loss. In the event of inventory discrepancies, a value-based balancing of shortages and surpluses is undertaken. The limitations of liability also apply to extra-contractual claims in accordance with §§ 434, 436 HGB. The aforementioned limitations of liability do not apply if the loss is attributable to an act or omission committed by FedEx or its legal representatives or vicarious agents intentionally or negligently and in the knowledge that loss would be likely.

#### 14. Delivery

Delivery of shipments will be made to the recipient or to other people who it can be assumed - depending on the circumstances - are authorised to receive the shipments. This includes in particular any person present in the business or household of the recipient, occupants and neighbours of the recipient. A neighbour is any person living or working in the same or neighbouring building. Trade fair shipments are always sent free of charge at the place of delivery. Since delivery times can be regulated differently by the trade fair organisers, handling requires consultation with the responsible FedEx branch. A transit time promise cannot be made for this reason. We will charge delivery charges in addition to the FedEx standard prices. FedEx may use electronic tools for proof of delivery.

#### 15. Proof of delivery

On request, you will receive from us free of charge IT screen information within four weeks of the date of delivery. We can send you a written proof of delivery at a price of € 12.80 net each. For this, contact your responsible FedEx branch directly.

#### 16. Documentation

Use the electronic data interchange (EDI) and barcoding with us. You can obtain FedEx shipping orders and FedEx stickers free of charge from your FedEx branch. The FedEx shipping order must be fully completed by the person placing the order. FedEx is not responsible for errors made by FedEx staff when completing the form - for example, when an order has been accepted over the phone in exceptional circumstances. Each package is to be labelled with a FedEx sticker by the person placing the order/sender. If the person placing the order/sender uses the assistance of the collection driver for this, the driver acts as the vicarious agent of the person placing the order/sender. FedEx is not obliged to verify the details on the FedEx shipping order, or to compare these with delivery notes or other details on the package. If, however, the weight in kilograms has not been stated by the person placing the order, or if it has been stated incorrectly, FedEx is entitled to re-weigh the shipment in order to determine the correct transportation fee for this shipment. We charge € 5.00 for FedEx preparing or delivering consignment notes.

#### 17. Electronic signature

To the extent that the delivery of the shipment is confirmed by an electronic signature of the recipient, the person placing the order expressly agrees to the subsequent reproduction of this recorded signature being used as proof of delivery.

#### 18. Particular considerations

1. From 01 November 2016, all dispatch and collection orders for our express service will only be accepted through our electronic booking systems and by telephone through our Customer Service.
2. Your goods must be packed suitably for transportation (suitable for handling and lorry transportation). UN3373 biological materials, category B will only be accepted in packaging in accordance with IATA-DGR PI 650. Exempt human specimens and exempt veterinary specimens will only be accepted in rigid external packaging.
3. Warning! Our transit times can only be met if the entire shipping handling is controlled by FedEx. If an incoming forwarder or self-collection is required, the transit time promise terminates when the shipment arrives at our receiving branch.
4. The receiving point must be available to receive the shipment at least 90 minutes before the booked service (e. g. from 6.30am for a delivery with 8.00am Express). This provision applies to all services with a time-intensive delivery, i. e. 8.00am Express, 9.00am Express and 10.00am Express, as well as Business Pak, with corresponding time options. 12 noon Express shipments can be delivered from 8.30am. For the Express service, the normal delivery time between Monday and Friday ends at 5pm. Saturday delivery, for which an additional charge must be paid, ends at 2pm.
5. We only transport packaging material with a transport order.
6. If no shipment type (goods or documents) is stated (or if multiple mutually exclusive types are stated), the shipment will be transported as "goods" using the Express service.
7. If a time option is ordered for a delivery address that cannot be served with this service, delivery will automatically be made with the earliest possible service.
8. Residual risks also remain in high value grouped transportation. Please notify us in advance of any shipments that are particularly important and/or valuable so that we can determine special security measures.
9. For technical reasons, documents accompanying the shipment intended for third parties (e. g. delivery notes) must be affixed directly and securely to the shipment goods. If the shipment is in a transit procedure, the transit accompanying document incl. all relevant customs documents, verifiable by the signature of the FedEx driver on the customs goods delivery certification form TC11, must be provided to FedEx.
10. FedEx is entitled to collect, store and process data transferred by the sender or the recipient and/or required in connection with the services carried out by it.
11. The sender, recipient and third-party beneficiaries may not be listed on sanctions or boycott lists issued by any organisation or country, and irrespective of whether the reconciliation relates to the specific transport.
12. In the case of deliveries to business and private addresses, following the initial unsuccessful delivery attempt a subsequent delivery attempt will be made only after prior agreement in writing/by telephone with the recipient. Please note that certain service types exclude the possibility to deliver to the recipient's occupants and neighbours if the sender has issued an advance



instruction prohibiting this, or if the sender has prohibited such a delivery by notice to FedEx in writing. Generally speaking, the shipment will not be left with neighbours at the first delivery attempt if the original delivery address is clearly a business address.

#### 19. Jurisdiction

The place of performance and place of exclusive jurisdiction is Siegburg unless mandatory legal provisions determine another place of jurisdiction or it concerns a contract with non-merchants in the sense of the German Commercial Code (*HGB*).

If you have any questions about these terms and conditions or if you would like information about services other than the standard services described here, please contact the FedEx specialists who look after you.

**Revised: 12/2021.** Valid in the most recent version. Subject to change. You can find the current General Terms and Conditions of Business and information about the costs and service fees stated above from your FedEx branch or on the internet at [fedex.com](http://fedex.com).