



Addendum to the TNT Terms and Conditions of Carriage for Europe, effective from September 15th, 2023

Each contract of carriage made with FedEx Express Deutschland GmbH using services (“**TNT Services**”) offered under the brand name “TNT” for cross-border Shipments originating in the Federal Republic of Germany incorporates the TNT Terms and Conditions of Carriage for Europe (the “**TNT European Conditions**”) and additionally the stipulations in this Addendum to the TNT European Conditions (the “**TNT Addendum**”), thereby amending and supplementing the TNT European Conditions as set forth hereinafter. However, for orders related to transportation services offered under the brand name “FedEx” and placed with FedEx Express Deutschland GmbH, the TNT European Conditions and this TNT Addendum shall not apply; for such orders the FedEx Express Terms and Conditions of Carriage for Europe and the addendum thereto shall apply. FedEx Express Deutschland GmbH does not offer TNT Services to consumers.

Contracts of carriage for Shipments originating from outside the Federal Republic of Germany are subject to the terms and conditions of the TNT affiliate, branch or independent contractor of TNT located outside of Germany that accepted the Shipment for the performance of the TNT Services. For those Shipments, the TNT Addendum will not apply.

If and to the extent the Addendum does not amend and supplement the stipulations of the TNT European Conditions, the TNT European Conditions remain in force and effect without changes.

If and to the extent the TNT Addendum amends and supplements the TNT European Conditions, such modifications and additions shall apply and prevail over the stipulations of the TNT European Conditions.

Capitalized terms used but not defined in this TNT Addendum have the meanings assigned to such terms in the TNT European Conditions, as the case may be.

1. BILLING (SECTION 6 OF THE TNT EUROPEAN CONDITIONS)

1.1 Section 6.1 of the TNT European Conditions applies with the following wording:

Invoices for Transportation Charges and related Charges are in principle payable within 30 days of the invoice date. For services related to certain countries a different payment term may apply; details are available upon request. Invoices for duties, taxes and other related Charges are payable upon receipt. Notwithstanding, TNT reserves the right to require payment of any Charges in advance. Offsetting is only permissible against TNT with undisputed, disputed but ready for decision or legally established claims against TNT. Rights of retention may only be asserted against TNT on the basis of counterclaims arising from the same contract with TNT.

1.2 Section 6.4 of the TNT European Conditions applies with the following wording:

In the event of late payment, TNT reserves the right to apply late payment interest and/or administrative costs according to Section 288 German Civil Code (*Bürgerliches Gesetzbuch*) and Section 353 German Commercial Code (*Handelsgesetzbuch*) as far as the latter is applicable.

2. LIMITS OF LIABILITY (SECTION 19 OF THE TNT EUROPEAN CONDITIONS)

2.1 The following further sentence is added at the end of Section 19.1 of the TNT European Conditions:

If the Air Waybill refers to the Warsaw Convention as the applicable Convention, such reference to the Warsaw Convention alone shall not have any legal effect.

2.2 Section 19.2 of the TNT European Conditions applies with the following wording:

19.2 Limits of Liability for Other Claims. If not governed by Section 19.1 (Standard Limits of Liability for Transportation Services) of the TNT European Conditions, and without prejudice to Sec. 433 German Commercial Code (*Handelsgesetzbuch*), TNT shall be liable for damages and reimbursement of fruitless expenditures in connection with the provision of Ancillary Services for whatever legal reason only as follows:

a. TNT shall be liable without limitation for wilful misconduct or gross negligence of TNT executive bodies, legal representatives, employees or other vicarious agents as well as on account of loss of life, physical injury or impairment of health, for damage claims pursuant to the German Law on Product Liability (*Produkthaftungsgesetz*) and for a written guarantee given by TNT.

b. In case of slight negligence of TNT executive bodies, legal representatives, employees or other vicarious agents, the liability of TNT is limited to the breach of a material obligation under the respective agreement with TNT (“**Fundamental Obligation**”). A Fundamental Obligation is any contractual obligation that is essential for the proper fulfilment of the respective agreement and in which the contract partner can rely to be fulfilled. TNT’s liability in those cases is furthermore limited to the amount of the foreseeable damage, which at the time of entering into the respective agreement with TNT is typical in those cases.



2.3 Section 19.5.e. of the TNT European Conditions does not apply.

3. LIABILITIES NOT ASSUMED (SECTION 20 OF THE TNT EUROPEAN CONDITIONS)

The following additional Section 20.5. will apply:

20.5 An exclusion or limitation of liability by TNT does not apply in case of wilful misconduct and gross negligence of TNT and its employees, agents or subcontractors except as far as the provisions of the Montreal Convention or Protocol No. 4 of the Warsaw Convention apply.

An exclusion or limitation of liability by TNT does not apply in the case of fatal injury, personal injury or damage to health except as far as legally permitted by the provisions of the Montreal Convention, Protocol No. 4 of the Warsaw Convention or the German Air Traffic Law (*Luftverkehrsgesetz*).
