

The following Terms and Conditions apply to the above stated quote:

The quotes offered by Expeditors regarding freight- and service charges are based upon the information provided by the Customer and are subject to changes if the provided information differs. Expeditors reserves the right to invoice based on the dimensional weight of the shipment, without being obliged to do so.

All offers are subject to changes of factors which are beyond the control or influence of Expeditors, including but not limited to external circumstances (such as strike, war, market price, exchange rate, etc.) as well as all other cost-relevant factors (scope of services, capacity, surcharges such as CAF,

BAF, seasonal charges, traffic or fuel surcharges, security surcharges, general rate increases, etc.).

In addition, Expeditors has no influence on the amount of public charges, taxes, customs and other incurring surcharges. Insofar as these amounts are included in the above quote, they are not binding. Any changes in relation to the aforementioned factors allow Expeditors to adjust the offered prices accordingly.

The booking and/or use of the offered freight services constitute an acceptance of this quote and its Terms and Conditions. Invoices are to be paid within 10 days of the invoice date. In case invoices include costs for foreign currencies, these costs will be charged in EUR.

The conversion will be based on the current exchange rate, valid at the time of invoicing in accordance with [www.oanda.com](http://www.oanda.com).

Insofar as Expeditors makes advance payments for freight, customs, taxes or the like, these advances are to be refunded immediately. If advances are invoiced in another currency than EUR, Expeditors charge a fixed currency adjustment factor of 5 % of these advances.

This is a non-binding quote until the transaction is formalized, based on today's applicable market rates, tariffs and terms of transport.

This quote as well as the according services rendered by Expeditors, are based exclusively on the following Terms and Conditions. The priority follows the order given in the subsequent list:

- (1) Subordinate to the aforementioned Terms and Conditions, the German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017) apply.
- (2) Mandatory rules of law prevail - especially mandatory rules of international conventions such as CMR, Montreal Convention, Warsaw Convention, CIM Convention etc.;
- (3) Besides, the Terms and Conditions of this quote control;
- (4) According to the mode of transport, the following Terms and Conditions apply:
  - land transportation national/international: *Transportation Service Conditions\**
  - sea transportation: *Sea Waybill Terms and Conditions\**
  - air transportation: *Air Waybill Terms and Conditions\**
  - rail transportation: *Rail Waybill Terms and Conditions\**

**Note:** The ADSp 2017 deviates in clause 23 from the legislation with regard to the statutory liability limitation for damage to goods (§ 431 HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to Euro 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg.

*\*The valid version is the current version of the respective Terms and Conditions as they can be found online on <https://www.expeditors.com/forms-downloads>.*

Terms and Conditions of the Customer do not apply, even if they have not been rejected separately. Varying terms and conditions are only binding if they have been approved in writing.

The exclusive place of jurisdiction, as far as is legally permitted, is Darmstadt, Germany. It has expressly been agreed that German law shall be applicable, with exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods.