

Terms and Conditions of Use of Connect

I. Subject matter

1. Schenker AG, Kruppstrasse 4, 45128 Essen (hereinafter referred to as "DB Schenker") makes available at <https://connect.dbschenker.com/> a free platform (hereinafter referred to as "Connect"), via which information can be accessed, and transportation services (hereinafter referred to as "Services") may be requested for.
2. The Terms and Conditions of Use govern your use of Connect, and DB Schenker's provision of the platform and the Services.
3. Information regarding DB Schenker can be found at <http://www.dbschenker.com/global>.

II. Services

1. Connect allows you online access to the Services DB Schenker can provide, and provides you the option of requesting for the Services online. The Services are transportation services and ancillary services related thereto, e.g. insurance brokerage for such transport, customs clearance services, and other related value-added services. The scope of the Services is subject to DB Schenker's ability to meet your submitted booking request, and the goods tendered for transport.
2. The Services available on Connect may also include the services of third parties, to which DB Schenker only arranges access or brokers, in particular, payment and insurance. When utilizing such services, which are each clearly identified as the services of third parties, provisions deviating from the present Terms and Conditions of Use or additional provisions may apply, of which you will be advised by the respective service provider.

III. Changes, availability, blocking

1. DB Schenker is entitled to change the content and information on the Services on Connect at any time, and to make available new content and Services. DB Schenker shall also be entitled to cease the provision of Connect, content and Services, or any part thereof, in which event DB Schenker endeavors to take your interests into account before such cessation. However, at no time shall your use of Connect be deemed an entitlement to the continued use of Connect, its content and/or its Services.
2. DB Schenker accepts no liability for interruptions or other disruptions. DB Schenker endeavors to make Connect available as consistently as possible. Despite all care, however, downtime cannot be excluded.
3. DB Schenker is entitled at any time to temporarily or permanently block individual users from accessing Connect, without specifying grounds, but in particular where there are indications that they are violating or have violated these Terms and Conditions of Use and/or applicable law.

IV. Proprietary rights, responsibility

1. The content available on Connect is subject to copyright and other proprietary rights of DB Schenker and/or the license issuers that have made available the respective content. Any reproduction of the information, content or other material made available on Connect must be non-commercial in nature, and may not be modified in anyway.
2. In particular, all signs, in particular logos, bearing the name of DB Schenker are trademarked and owned by the Deutsche Bahn Group. Under no circumstances shall the use of Connect give rise to any actual or implied intellectual property rights in any such sign, nor any license to use the same. These signs may not be copied, downloaded, stored, forwarded, reproduced, used, modified or distributed in any form (except as an integral part of an authorized copy of content appearing on Connect, as set out in the paragraph above) without prior written permission from the Deutsche Bahn Group.
3. The composition of the content on Connect is further protected as a database or database system in the meaning of Article 4 Para. 2, and Article 87a Para. 1 of the German Copyright Act (UrhG). You are only permitted to use the content in accordance with the Terms and Conditions of Use, and within the framework specified by Connect.
4. The content available on Connect is supplied by DB Schenker and third parties, and is provided on an "as-is" basis. DB Schenker disclaims all warranties, whether express, implied, or otherwise, including but not limited to warranties of merchantability, quality of the content and fitness for a particular purpose. In addition, DB Schenker

does not accept liability for the completeness, accuracy, legality and topicality of its own content, or of the content of third parties, provided that DB Schenker has undertaken no explicit corresponding obligation towards you within the framework of a separate contract. This applies also to specifications for prices, pick-up and delivery times and locations, and duration of transport.

V. Scope of the permitted use

1. Your right to access and use Connect and the Services thereon is restricted to access and use within the framework of these Terms and Conditions of Use.
2. You are responsible for meeting the technical requirements necessary to use Connect and the Services thereon in compliance with these Terms and Conditions of Use.
3. The access and use of Connect and the Services thereon are strictly for business purposes only. Shipment of personal effects or transportation for personal purposes is not allowed.
4. For the avoidance of doubt, should you already have an existing transport contract with DB Schenker and/or any DB Schenker Group company (as defined in Section IX Clause 2 below) for transportation of your goods along the route and using the same transport mode requested on Connect, such booking request on Connect will not be allowed and will not be processed. The terms of the existing transport contract will apply at all times.

VI. Utilization rights to content available on Connect

1. Where no more extensive use is explicitly permitted in these Terms and Conditions of Use or on Connect, or is facilitated on Connect by a corresponding function,
 - a) you are permitted to access online and display the content available on Connect exclusively for your own internal purposes;
 - b) you are prohibited from editing, modifying, translating, displaying or presenting, publishing, exhibiting, reproducing or distributing, wholly or in part, the content available on Connect. It is likewise prohibited to remove or modify copyright notices, logos, and other identifying markings or proprietary right notices.
2. You are only entitled to download and print out content where the option to download or print is available as a function of the platform.
3. You receive a non-exclusive right of use, for your own internal purposes, to the content that you have downloaded or printed out in the permitted manner. All rights to the content otherwise remain with the original holder of those rights (DB Schenker or the respective third party).

VII. Prohibited activities

1. The Services available on Connect are intended exclusively for the transportation of your goods for your business purposes. You are prohibited from using it for any other purposes, e.g. the sole collection of transportation prices, unless DB Schenker has given you explicit prior written approval for such use. Commercial use in the sense of provision of content, wholly or in part, to third parties in exchange for remuneration or free return services is in particular prohibited.
2. You are prohibited from any activities on or in connection with Connect that violate applicable law or the rights of third parties. You are furthermore prohibited from distributing viruses, Trojans, and other harmful files, irrespective of any violation of law.
3. You are also prohibited from performing any action that would be capable of impairing the smooth functioning of Connect, particularly by placing excessive loads on the systems.
4. If you become aware of any illegal or abusive use of Connect that violates these Terms and Conditions of Use or is otherwise unauthorized, please contact Schenker AG, Kruppstrasse 4, 45128 Essen. DB Schenker will then investigate the activities and take the appropriate actions.
5. In the event of reasonable suspicion of unlawful or criminal activities, DB Schenker will be entitled, and may also be obliged, to investigate your activities and to take legal action.

VIII. Access and Logging in

1. Registration is not required for access to Connect. A one-time registration may however be required before the submission of your first booking request for Services or before using Connect to track your shipments.

2. To register as user, you must accept the Terms and Conditions of the DB Schenker Identity Management Service (hereinafter referred to as "SIMS"). In the event of contradictions, the provisions of the present Terms and Conditions of Use shall take precedence.

3. Before submission of any booking request for Services, you must accept these Terms and Conditions of Use. DB Schenker retains the right to modify the Terms and Conditions of Use at any time. DB Schenker will inform registered users of such changes at least 30 calendar days before the planned effective date of the changes. Unless you object within 30 days after receipt of the notification, upon expiry of this notice period the changes shall be considered to have been effectively agreed upon. If you object, DB Schenker shall be entitled to block your access to Connect. In the notification of changes, DB Schenker will notify you of the right to object and its consequences.

4. DB Schenker is entitled at any time to temporarily or permanently block you from accessing Connect, irrespective of the provisions of point 2 and without specifying grounds, but in particular where there are indications that you are violating or have violated these Terms and Conditions of Use and/or applicable law.

IX. Conclusion of contracts, payment, invoice

1. At no time will the presentation of the booking facility on Connect, the submission of a booking request by you or any advance payment made pursuant to your booking request constitute a binding transport contract.

2. The conclusion of the transport contract shall only take place upon receipt of a confirmation from the DB Schenker Team. This transport contract is concluded between you and the respective DB Schenker affiliated company pursuant to § 15 AktG in the country as per your invoice address (hereinafter referred to as "DB Schenker Group company"), and shall be subject to the respective Terms and Conditions of Transport of this DB Schenker Group company.

3. The respective DB Schenker Group company is not obliged to accept any booking request from you and can refuse acceptance at any time without stating reasons.

4. All transportation services under the DB Schenker Group brand name are carried out using underlying carriers and other subcontractors. Such carriers and other subcontractors shall be chosen at DB Schenker's and/or the respective DB Schenker Group company's sole discretion and choice.

5. You may be required to pay the remuneration for your requested Services in advance as part of the booking request process on Connect. Such payment may be processed by a third party. Following the shipment of your goods, you will receive an invoice by email or by post.

6. If the price for the transportation service as shown on Connect is incorrect, you will be notified by email. You will be given the option to transport the goods at the right price, or to withdraw from the transport contract. The respective DB Schenker Group company will not carry out the transport until instructions have been received from you. In the event getting in contact with you is not possible within a reasonable time, the respective DB Schenker Group company will withdraw from the transport contract with the consequence of the applicable statutory provisions for rescission and will not carry out the transport.

7. You have to pack the goods ready for dispatch according to the specifications of the "Packing Guide" which can be found under the <Help> section of the platform. The respective DB Schenker Group company reserves the right to withdraw from the transport contract with the consequence of the applicable statutory provisions for rescission if the goods are not packed ready for dispatch, if the essential obligations arising from the respective Terms and Conditions of Transport of the respective DB Schenker Group company are not fulfilled, or if the information provided by you in the booking process on Connect are in whole or in part incorrect.

8. If the actual shipping costs differ from the agreed price for the transport service because the information provided by you in the booking process on Connect differs from the actual details of the shipment (e.g. size and weight) or is otherwise caused by you (e.g. re-delivery), the additional shipping costs shall be borne by you. Any additional governmental or regulatory requirements or carrier specific surcharges levied on your shipment shall also be borne by you. These additional shipping costs and charges will be set out in your invoice.

9. Any costs based on a currency which is not the billing currency shall be converted based on the exchange rate published by OANDA on the date of invoice unless another exchange rate is provided for in the transport contract with the respective DB Schenker Group Company. If provided for in the applicable Terms and Conditions of Transport of the DB Schenker Group Company with whom this transportation contract is concluded, a currency uplift fee may be applied.

10. Unless otherwise agreed, all unpaid costs and charges indicated in your invoice are payable within 14 calendar days from the date of your invoice.

X. Incoterms®

While placing your booking request on Connect, you may be required to select or confirm the Incoterms® applicable to the transport for which your booking request was submitted. Incoterms® are agreed between the seller and the buyer of the goods in their sale and purchase contract to define the terms of shipment and delivery and the transfer of risk between the two parties. The Incoterms® are therefore not part of any transportation contract concluded between you and DB Schenker or the respective DB Schenker Group Company. DB Schenker requires the Incoterms® solely to inform itself on the services which should be provided to you upon confirmation of your booking request. Your selection or confirmation of any Incoterms® on Connect shall not impact your obligation to make full payment of all services provided to you under the transport contract with the respective DB Schenker Group Company, any risk allocation under any such transport contract, or your responsibility to provide DB Schenker with correct, accurate and complete information on the requested transportation, in particular, information on the goods to be transported.

XI. Liability limitation

1. Neither DB Schenker nor the respective DB Schenker Group Company shall be liable to you in any event for any consequential, indirect or incidental loss of any nature (including but not limited to any loss of profit, revenue, business, production, goodwill or reputation), or any special, exemplary or punitive damages, regardless of whether DB Schenker or the respective DB Schenker Group Company has any actual knowledge or notice thereof at any time. In any event, should you suffer any loss or damage as a result of using Connect, DB Schenker or the respective DB Schenker Group Company shall only be liable for such loss or damage (direct or otherwise) to the extent the same is caused by its gross negligence or intent (including malice) or its breach of its essential contractual obligations. Limitations of liability for the Services shall be governed by the Terms and Conditions of Transport of the respective DB Schenker Group Company.

2. Notwithstanding the above, DB Schenker expressly excludes any liability for viruses transmitted through Connect. DB Schenker will however use its reasonable efforts to ensure that no viruses are on Connect.

3. The respective DB Schenker Group Company shall not be responsible for any failure or delay in transport services if such failure or delay is due to or results from an event of force majeure or any other circumstance beyond the reasonable control of the respective DB Schenker Group Company. If an alternative transport mode or route is available, the respective DB Schenker Group Company will notify you of such alternative and the price therefor. The respective DB Schenker Group Company will only transport your goods after receipt of your written confirmation to proceed with the transport using the alternative mode or route. Notwithstanding the above, Section IV Clause 2 and Section IX Clauses 7 - 10 shall apply.

XII. Specific FMC regulations for Ocean Transport to or from the United States of America

1. The respective DB Schenker Group company in the United States of America (hereinafter referred to as "Schenker, Inc."¹) has opted to be exempt from tariff publication requirements per 46 C.F.R. §§520, 531 and 532. In that respect Schenker, Inc. has opted for the use of published tariff rates and charges, NVOCC Service Arrangements (hereinafter referred to as "NSAs"), and the use of Negotiated Rate Arrangements (hereinafter referred to as "NRAs") with the objective of the ultimate implementation of NRAs and NSAs exclusively.

2. Schenker, Inc.'s Rules are provided free of charge to the shipper at <https://tops.dbschenker.com> containing the terms and conditions governing the charges, classifications, rules, regulations and practices of Schenker, Inc. You will be directed to a Schenker, Inc. staff member who will provide you Login and Password information.

3. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) Provides the NVOCC with a signed agreement; (2) Sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) Books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA terms the following text in bold font and all uppercase letters: "THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."

4. Schenker, Inc. may issue booking confirmations which can also constitute an offer by Schenker, Inc. to shipper of transportation services pursuant to 46 C.F.R. §520.13 and §532 agreed to by shipper. The terms contained in the Booking Confirmation shall be a valid offer for ninety days from the booking date. Schenker, Inc.'s or Schenker, Inc.'s agent's booking of cargo for this shipment constitutes acceptance by shipper of this offer, and the terms of the NRA shall bind the parties.

¹ Reference to Schenker, Inc. herein is to SchenkerOcean Limited, FMC No.020495, a Federal Maritime Commission registered Non-vessel operating common carrier for whom Schenker, Inc. acts as an agent.

5. The effective date of the NRA shall be the date of Schenker Inc.'s receipt of shipper's and/or consignee's acceptance either through a writing or by a booking or a specific date as may be agreed to by the parties.

XIII. Final provisions

1. Unless explicitly otherwise specified on Connect or in these Terms and Conditions of Use, all statements made within the framework of participating in Connect must be submitted in writing or by email. The email address of DB Schenker is Support.DigitalSolutions@dbschenker.com. Contact data are subject to change without notice. In the event of such a change, DB Schenker will inform you of this.

2. If any provision of these Terms and Conditions of Use is or becomes ineffective, the legal validity of the remaining provisions shall remain unaffected. The ineffective provision shall be replaced with an effective provision that comes as close as possible to the intended economic effect of the parties.

3. DB Schenker reserves the right to amend Connect, these Terms and Conditions of Use, the Terms and Conditions of Transport of a DB Schenker Group company, the Legal Notice or any other DB Schenker policies and conditions without further notice to you.

4. Unless otherwise mandatorily required by applicable laws, the English version of these Terms and Conditions of Use shall prevail over any translated version of these Terms and Conditions of Use.

5. Unless otherwise agreed, the Terms and Conditions of Transport of the DB Schenker Group Company with whom this transport contract is concluded (see Section IX Clause 2) shall take precedence over these Terms and Conditions of Use in the event of any conflict between the terms and/or conditions contained therein.

6. These Terms and Conditions of Use are subject to the law of the Federal Republic of Germany, and excluding the application of the UN Convention on Contracts for the International Sales of Goods (CISG).

7. The exclusive jurisdiction for all disputes arising from these Terms and Conditions of Use shall be Essen, as the place of the registered office of DB Schenker, provided that such an agreement on jurisdiction is permitted.