General Terms and Conditions and Terms of Contract

of Hermes Logistik GmbH, company number FN 385111s, Wienerbergstraße 11/25B, 1100 Vienna

for **business customers for the performance of parcel services ("GTC for Business Customers")**

1. Applicability

1.1. These General Terms and Conditions (hereinafter "GTC") define the legal relationship between Hermes Logistik GmbH (hereinafter "Hermes") and its customers (hereinafter "Clients"). These GTC apply additionally within the scope of the "business" segment to all services offered and to be rendered and deliveries to be made by Hermes under the agreement on the performance of parcel services, as well as all to related secondary business and other services, in particular the transport and delivery of parcels (hereinafter "Shipments").

1.2. These GTC apply regardless of whether Hermes performs the services itself or assigns an affiliated or contracted system partner with the performance (hereinafter "Third Party").

1.3. Within the scope of a current business relationship, these GTC shall also apply to future services, even if they are not expressly agreed in the future.

2. Contractual relationship

2.1. Hermes concludes a written agreement with the Client on the basis of these GTC for the performance of parcel services.

2.2. The beginning and end of the contractual relationship is defined in the written agreement concluded for the performance of parcel services.

2.2.1. The right of termination without notice for good cause remains unaffected. Regarded as good causes justifying the termination are, in particular:

- If an application for bankruptcy or other insolvency proceedings against the other contractual partner has been filed, or such proceedings have been opened or rejected for a lack of assets;
- In case of breaches of contract by the respective other contractual partner, which have not been remedied in spite of a warning and within a simultaneously set grace period.

2.2.2. Any notice of cancellation or termination for good cause must be delivered in a registered letter with return receipt or by messenger permitting verification of the receipt, respectively.

2.2.3. On termination of the contractual relationship, generally all services initiated by Hermes prior to the end of the contract shall be processed within the ordinary scope on the agreed terms.

2.2.4. In the event of a termination for good cause at the Client's fault, Hermes shall be released from all further performance obligations as of the receipt of the termination notice and entitled to withhold still outstanding services and demand prepayments. Services having been started up until such point in time can be discontinued by Hermes and be invoiced immediately on a pro rata basis. Any services not having been started at such point in time will not have to be performed by Hermes.

2.3. As far as the Client has transferred the contractual services and logistics activities exclusively to Hermes in accordance with the written agreement on the performance of parcel services, the Client shall not conclude the same agreements or agreements with comparable economic effect, whether indirectly or directly, with Third Parties, and perform such services neither on its own for the duration of the cooperation in the assigned business field covered by the contract nor within the territory covered by the contract. It is expressly noted that Hermes is generally permitted to perform comparable logistics activities and other services for other companies as well. No obligation to inform the Client applies.

2.4. Hermes shall perform all services to be rendered and deliveries to be made as offered in the written agreement, as well as all related secondary business and other services, exclusively on the basis of these GTC. Deviating terms, verbal side agreements, changes and amendments to these terms and conditions, and their annexes or supplements require an explicit written agreement between Hermes and the Client in the specific case and they shall only take precedence over these GTC for the respective individual business case. This also applies to any waiver of this requirement of the written form.

2.5. General terms and conditions of the Client, which contradict or deviate from these GTC, are not accepted by Hermes and deemed not agreed. This shall also apply if Hermes does not object to them. In this regard, measures taken by Hermes for the performance of the contract shall never constitute an agreement to any general terms of contract of the Client opposed to or deviating from these GTC. If in doubt, the present GTC shall be used as the basis in all cases.

2.6. The regulations of the “General Austrian Haulage Terms and Conditions” (AÖSp), with the exception of its Sections X and XI, shall apply besides the provisions of the CMR (Convention on the Contract for the International Carriage of Goods by Road) in their respectively valid versions, unless these GTC state otherwise.

3. Payment

3.1. The payment for the services to be performed by Hermes is defined in the price list according to the signed, written contract. The Client is obligated to make the payments agreed therein for each service used. The basis for invoicing is the first scan of a Shipment at the Client's agreed place of collection, delivery centre, or hub.

3.2. The agreed fees are stated net, i.e. exclusive of statutory value added tax, and are subject to indexation on the basis of the Austrian Consumer Price Index (VPI 2020). Should this index cease to be published, it shall be replaced by the successor index designated as such by Statistik Austria. The reference index figure for the purposes of the indexation shall be the index figure published for the month in which the agreement was concluded, and, in the case of subsequent adjustments, the index figure on which the most recent adjustment was based. An adjustment of the fees shall take effect annually on 1 March, calculated on the basis of the index figure published for December of the preceding year, and shall apply both in the event of an increase and in the event of a decrease of the index. The adjustment may also be asserted at a later point in time; any such delayed assertion shall not affect the right of adjustment for subsequent periods. A waiver of the application of the indexation shall require an express declaration in written form. The contracting parties regard the legal validity of this indexation provision as a fundamental basis (Geschäftsgrundlage) for the conclusion and continuation of the agreement entered into in writing. Should this indexation provision prove to be invalid, the parties shall be deemed to have agreed upon such adjustment mechanism as most closely reflects the economic purpose of the foregoing indexation.

3.3. The claim for payment shall be created on performance of the contractual service, unless agreed otherwise in the individual case. The Client shall make payment without deduction each month in retrospect within 14 days from receipt of the invoice. In the event of a delay of payment, statutory default interest in the amount of 9.2 percentage points above the base interest rate is agreed, whereas the base interest rate decisive for each half year shall be the one applicable on the first calendar day of the half year. The Client undertakes to refund Hermes for all potentially incurred costs, expenses and cash expenses – regardless of the title from which they arise – and which Hermes incurs by enforcing its justified claims.

3.4. Any additional and special services of Hermes not expressly agreed In the signed, written contract must be negotiated separately based on these GTC and be invoiced separately.

3.5. If significant changes should be made to the individual services listed in the directory of services attached to the signed, written contract, the relevant fees affected by this shall be renegotiated if Hermes so requests. If substantial discrepancies (+/- 10%) from the basic data underlying the directory of services should have arisen over a period of 3 consecutive months in retrospect of the previous business year, Hermes may demand in each case that the fee rates be renegotiated. If no agreement can be reached within eight calendar weeks from the request for renegotiation of the fee rates in the aforementioned cases, each of the Parties shall be entitled thereupon to terminate this Cooperation Agreement with a notice period of 3 months.

3.6. Hermes has the right to raise the respective fees if the costs for the services to be performed by Hermes increase without Hermes having any influence over their development (e.g. truck road tolls, tax increases, costs of contracted subcontractors, greater distances). Hermes is entitled to charge an indexed petrol surcharge on the respectively agreed fees, which is to absorb the extra costs resulting from objectively occurred increases of the price for diesel.

4. Service description

4.1. In accordance with the signed, written contract with the Client on the basis of these GTC, Hermes shall organise the transport and delivery of the Client's Shipments in cooperation with Third Parties within and in accordance with the regions agreed in the negotiated service directory, and/or the processing of the Client's return shipments via the "Hermes Parcel Shops", and/or other separately agreed collection stations if applicable according to the respectively agreed price list.

4.2. Hermes is permitted to hire other Third Parties as subcontractors for the performance of the contractually agreed services and, if applicable, even merely for individual services. Hermes has the right in any case at its sole discretion to change the facilities and measures (type, route and means of transport) that are used for the performance of the agreed services. Hermes, however, is the sole contractual partner and point of contact for the complete performance agreed with the Client.

4.3. Hermes does not perform scheduled shipments of goods. Adherence to any given delivery deadline is expressly not owed.

4.4. Task: Exclusively Shipments complying to the conditions as defined in the GTC can be dispatched for transport and delivery to the Hermes PaketShops (hereinafter "ParcelShops"), the separately agreed place of collection, or to the Hermes site during the respective opening hours. The acceptance of a Shipment shall be confirmed to the Client by an acceptance receipt to be handed over. Shipments for national transport are accepted at the ParcelShops exclusively with an individual weight of up to 31.5 kg; Shipments for international transport are accepted exclusively with an individual weight of up to 25 kg. The permissible dimensions and weights are detailed in the Price and Services List, which is an integral part of these GTC.

4.5. Delivery: Delivery is generally made to the recipient indicated as the address on the Shipment or to a person authorised to accept delivery or a substitute recipient (hereinafter referred to collectively as the "Recipients") by personal handover against the Recipient's signature, meanwhile it may also be deposited in a ParcelShop or the sales outlet of an affiliated system partner at Hermes's choice. The Clients dispatching the Shipment agree to this and grant their explicit consent by placing their order that the handover may also be made to a different person, of whom it may be assumed in light of the circumstances that they are authorised to accept the Shipment, and the Recipient has not objected to this in writing from the outset (Substitute Recipient). This includes in particular the members and employees of the Recipient's household, who are present at the Recipient's location, and the Recipient's flat and house neighbours. If a delivery is made to a Substitute Recipient, the Recipient shall receive a notification card with a qualified indication as to the time and place of the handover to the Substitute Recipient. This does not apply to the delivery of Shipments of small goods, which shall be made by deposit in a delivery box at the recipient's place – including by folding the Shipments depending on their nature.

4.6. Collection: If the Shipment cannot be delivered as described according to Section 4.5, a notification will be left behind at the recipient's place of delivery, stating that the Shipment will be kept ready for collection during the defined opening hours, up until the date indicated on the notification, either at a certain ParcelShop or a certain sales outlet of an affiliate Hermes system partner. Parcels for which substitute delivery is permissible can also be dropped off as part of the collection with persons other than the recipient to whom the Shipment may be delivered by substitution, provided that the recipient has not objected to this in writing. If in doubt, the person, who demands the handover of the Shipment, must further prove his or her identity to ensure that a substitute delivery to them is permissible. Proof of the permissibility of the substitute delivery can be omitted if the notification or announcement is handed over.

4.7. Acceptance: The correct acceptance of the Shipment in the course of the delivery and/or collection shall be confirmed by the person authorised for acceptance by their signature (on paper or the signature field of a mobile data-recording device/handheld computer). The digitalised form of the respective signature given by the person accepting the Shipment and the reproduction of such a signature will be expressly accepted by the Client as proof of delivery. In the event that the Recipient is unable for whatever reason to confirm the acceptance of a Shipment by his or her signature in the form described above, the Shipment shall be handed over to them only if a witness with legal capacity confirms the acceptance in the presence of the Recipient as a "witness" and adds a note to the signature indicating the reason for the Recipient's inability to write. The witness shall prove his or her identity if it is not clear without a doubt. If a Shipment is dropped off with a different person than the recipient, who is indicated in the address of the Shipment, the person must add a corresponding note to his or her signature, which unambiguously clarifies their authorisation to accept the Shipment. If the identity of the respective person accepting Shipment is not entirely certain, it must be proven by certificates (which bear the name, date of birth, and signature of the Recipient, and which include a non-replaceable and discernible photo, and which are issued by authorities or other institutions of public law). This does not apply to the delivery of Shipments of small goods, which are correctly accepted by depositing them in a delivery box at the recipient's place – including by folding the Shipments depending on their nature – without confirmation of receipt. Likewise excluded from this provision are Shipments for which the recipient has issued Hermes the permission for drop-off at a preferred place. In these exceptions, the deposit in a box or drop-off at a desired place shall take place at the recipient's own risk and all box-deposited or dropped-off Shipments shall be deemed accepted with confirmation.

4.8. Shipments not collected after expiration of the collection period will be treated as undeliverable. Shipments will also be deemed undeliverable, which are provided with an incorrect address, insofar as the correct address cannot be determined at reasonable efforts, as well as Shipments the acceptance of which is refused and when the recipient refuses to pay the fees incurred for cash-on-delivery or charges and expenses due for the Shipment or refuses to sign the acceptance confirmation. Undeliverable Shipments are transported back to the Client by

Hermes at the Client's cost. If the Client refuses the acceptance of the return, Hermes shall be entitled to dispose of the Shipment at its dutiful discretion and at the Client's cost, e.g. also sell or destroy it. If the Client cannot be determined, Hermes shall be authorised to open the Shipment in order to identify a potential sender. If a sender is determined upon the opening, either Hermes will request an instruction from the sender or transport the Shipment back at the sender's cost, provided that the Shipment does not contain hazardous items. If hazardous contents are found after opening the parcel, it will not be returned to the sender and Hermes shall be authorised to destroy or sell the Shipment at the sender's cost. If no sender can be identified, Hermes may also destroy or sell the contents in accordance with legal regulations.

5. Client's duties to cooperate

5.1. The Client shall provide Hermes in writing with all information required for the performance of the services to be performed. This includes in particular the requirements falling within the Client's sphere for the correct performance of the contractual services, specifically such which are required for shipment tracking and interface monitoring. The Client shall ensure in particular that Hermes receives all documents necessary for the performance of the contractual services on time and that Hermes is given all information and informed on time of all relevant processes and circumstances. This also applies to documents, processes and circumstances that become known only in the course of the contract period. On request by Hermes, the Client shall confirm the correctness and completeness of the provided documents and the information given in writing.

5.2. The purchase order issued by the Client may be issued only for its own purposes. The Client is permitted to use Hermes's contractual services for third parties or forward them to third parties only with prior written permission from Hermes.

5.3. The Client shall be liable for all damages, consequential damages, and expenses, which result from sending Shipments that do not comply with the conditions, excluded objects or in result of non-compliance with the conditions for shipment. The Client shall hold Hermes harmless from all claims of third parties. The acceptance of such a parcel by Hermes shall not release the Client from its liability.

5.4. The Client shall be liable for all consequences resulting from an impermissible cross-border parcel shipment and violations of export, import or customs regulations.

6. Shipment conditions

6.1. The Shipments transferred for transport must comply with the permissible dimensions and weights, which are specified in the service directory and price list, and comply with the requirements of proper packaging accordance with the terms of the CMR or the transport conditions agreed in these GTC ("Shipment Compliant with Conditions"). The actual value of a Shipment to a recipient must not exceed a total market value of EUR 500.00.

6.2. If Shipments that do not comply with these conditions are nonetheless entered into the Hermes system, Hermes shall be entitled to discontinue the further transport at any time or charge an appropriate additional fee in the event of a further transport pre-approved by the person with rights of disposition. If the person with rights of disposition refuses to pay such an additional fee, Hermes shall be entitled to return such a shipment to the Client or keep it ready for collection by the Client. In the event of such a return, Hermes shall be authorised to charge an appropriate additional fee in the amount of at least one-third of the agreed fee as compensation for expenses in addition.

6.3. Hermes is authorised to request information from the Client as to the content of the Shipment(s) also after the acceptance of the Shipment(s) in order to determine whether the Shipments conform to the terms. If the Client refuses to provide information or if the information cannot be obtained on time, Hermes shall be authorised to inspect the Shipment's content – if there is a justified reason to believe that it is a Shipment does not comply with the conditions.

7. Shipments Compliant with Conditions

7.1. Hermes exclusively transports Shipments, which comply with the respectively valid service directory and price list, and with the requirements for correct packaging in accordance with the terms of the CMR and which have a value not exceeding EUR 500.00 per parcel. Shipments exceeding a value of EUR 500.00 per parcel shall be permissible, subject to liability exclusion otherwise, only with an explicit indication of the value, whereas the sender shall indicate the actual value ("Market Value") up to EUR 3,000 as the maximum, which must neither exceed nor fall short of the actual value of the parcel contents. The use of this additional service is subject to cost. Shipments

Compliant with Conditions must not permit any conclusion as to the kind or value of the content and have to prevent that the contents can be reached without leaving visible traces of the intervention.

7.2. Each Shipment handed over to Hermes for transport requires that the Client gives the complete current address and indicates the sender. Additionally, the current phone number of an authorised contact person is necessarily required for the transport of "piece goods." The address must be precise and clear enough so that the Shipment can be transported and delivered without further research. It must not contain any additions, which may lead to misunderstandings or which complicate or render the processing of the Shipment impossible. The labelling must be appended on the largest surface of the Shipment (labelling side), meanwhile its clarity must not be compromised by information that is not part of the address. Any existing confusing information, e.g. old address data, or service markings such as "limited quantity markings" and similar must be removed from previously used packaging. The address must be oriented from top to bottom, the name of the Recipient (plus company name if applicable), the delivery information (street and house number; plus the floor number and flat number if existing; the department name in case of companies), the place of destination with the postal code in front and the country of destination in case of cross-border transports. The place of destination with the postal code in front is to be placed in the bottom row noticeably spaced from the delivery information. The place of destination is to be indicated without additions that are not part of the official designation of the place. The complete postal code must be provided. The arrangement and components of the sender information has to conform to the delivery address. The sender address must not compromise the clarity of the delivery address. To be on the safe side, the delivery address and the sender information must also be enclosed inside of the Shipment in addition.

7.3. Excluded from transport are

- Shipments with insufficient packaging or marking;
- Shipments the transport of which violates legal or regulatory prohibitions, the transport or storage of which is subject to national or international regulations for hazardous goods, or the transport of which is tied to special requirements-, in particular special export, import or customs regulations of a transit or destination country;
- Shipments, which are not compatible with the operating system of Hermes and its system partners because of their content or due to their characteristics;
- Shipments the inner and outer packaging of which is obviously not adjusted to the good’s weight and characteristics in accordance with legal regulations in view to the Shipment to be transported, in particular if the content is liquid and not packed in break-proof packaging and protected against spilling, meanwhile Hermes shall not be obligated to check the packaging for its suitability for transport without a prior, explicit order confirmed in writing;
- Shipments of special value, e.g. works of art, unique items, stamps, documents valued as money, and documents of any kind (e.g. transferrable trading papers, securities, bills of exchange, savings accounts, vouchers, admission tickets), official documents (e.g. passports, driver’s licenses), precious metals, gemstones, industrial diamonds, watches, and cash and other valid payment instruments;
- Shipments containing perishable goods or goods particularly susceptible to damage, which must be specially protected from the effects of heat or cold. In this regard, it is expressly pointed out that the storage halls of Hermes and its system partners are unheated;
- Shipments containing live or dead animals and parts or remains of living beings, organs or body parts of animals or humans;
- Shipments that contain any type of firearms or items held equal to them, weapon parts or ammunition in whatever shape and form;
- Military equipment as well as replicas of the same;
- Shipments that can cause hazards to persons or damage to material goods and other Shipments based on their external characteristics or their contents;
- Shipments for which the delivery address is unsuitable or can only be reached under disproportionate difficulties, or where the delivery of which require extra expense or safety measures;
- Shipments the address of which is a post office box address, a parcel station or a large customer postal code in a foreign country.

7.4. Hermes shall not be obligated to inspect the Shipment handed over by the Client as to existing reasons to exclude it from transport. Hermes is in particular not obligated without the prior explicit and confirmed written order to inspect the packaging used by the Client for its transport safety and protective function.

7.5. The acceptance of the shipment of excluded objects does not constitute a waiver of the transport exclusion. The Client is obligated before the handover to check if the goods are excluded goods and notify Hermes of this.

7.6. Hermes and its system partners meanwhile are authorised to open and inspect the Shipment (with the involvement of witnesses) if they suspect cases of exclusion from transport or violations of the transport conditions – unless provided otherwise by law. If it is discovered in the course of this inspection that a Shipment contains objects that are excluded from transport, this Shipment will be handed over to the Client or Recipient, insofar as this is possible without risk and no legal regulations are opposed. In case of imminent danger, Hermes and its system partners shall be authorised to take any measures that can avert or minimise the danger.

7.7. The Client shall be liable to Hermes directly or based on claims brought by third parties for all damages having been caused by a Shipment not compliant with the conditions and shall fully indemnify Hermes in this regard.

7.8. Hermes does not assume any responsibility for the content of the Shipments.

8. Packaging

8.1. The packaging of the Shipments falls within sphere of responsibility of the Client or sender, who are obligated to ensure suitable transport packaging (= outer and inner packaging) as well as safe closure.

8.2. Packaging and closure must be suitable to protect the content of the Shipment effectively during the entire transport process as defined by legal regulations, protecting it sufficiently against loss and damage, and against the strains and natural effects from the transport of goods on roads, for example, pressure, impact, vibration, temperature, falls, etc. while it may not permit any conclusion as to the kind and value of the content and must prevent that the content can be reached without leaving visible traces of the intervention. The packaging has to be adjusted in terms of weight and characteristics of the goods in compliance with legal regulations. In particular, the inner packaging must be suitable to cushion and fixate the shipped good in such a manner that it does not come into contact with the outer packaging and that it cannot pierce through the outer packaging, respectively, in the course of events in connection with the transport.

8.3. The unconditional acceptance of a parcel shall not provide grounds to assume that the packaging or the closure do not have any externally visible defects.

9. Liability, insurance

9.1. Unless defined otherwise in these GTC or between Hermes and the Client, Hermes shall be liable pursuant to the provisions of the CMR or AÖSp for the loss and damage of Shipments during the period of safekeeping.

9.2. Hermes shall not be liable for damages caused by simple negligence. No liability applies in any case for Shipments, which are excluded from transport according to these provisions or which have been seized or destroyed by a public authority. Hermes shall not be liable for the correctness and completeness of the contents of the parcels taken over. In particular, liability is excluded if the damage is due to deficient packaging by the Client or its customers or third parties attributable to it, the natural properties and condition of the transported item, insufficient or inappropriate designation of the dispatched Shipment, fault of the Client or circumstances and their consequences, which could not be avoided by Hermes or its system partners. No liability applies either in case of damage from breakage or impact, and if the inner and outer packaging of a fragile Shipment or Shipment sensitive to impact is not adjusted according to the weight and characteristics in accordance with legal regulations regarding the item to be shipped and if no "FRAGILE" note is additionally appended on the parcel.

9.3. All Shipments entered into in the Hermes system or any Shipments dispatched out of this system will be fully recorded by scanning. Hermes's liability shall therefore generally be limited to only such Shipments, which have been entered into the system at the agreed handover location as verified by the scanning, which Hermes shall prove accordingly. If no such scanning is present, Hermes shall be liable if and when the Shipment was scanned in subsequence at a further delivery centre. If a Shipment is scanned neither at the agreed handover location nor at any other delivery centre or hub (hereinafter "HUB") of the "Hermes Group of Companies", it shall be deemed not entered in the system and Hermes shall be released from liability.

9.4. Hermes shall meanwhile be liable to the Client – irrespective of the liability caps under the CMR – in each case of damage up to the amount of the invoice total for the goods, respectively, less the VAT and less another 35%, whereas at most up to a maximum liability sum of EUR 500.00 per Shipment, at most EUR 125,000.00 per damage event. This shall also expressly cover the Client's claims arising from the refund of charged freight services for verifiably undelivered Shipments, which Hermes shall prove accordingly.

9.5. Hermes shall be liable for the loss of "refused acceptances" only if the Shipment was entered in the system of Hermes and its contracted service providers and if no return shipment scanning exists after the confirmed

undeliverability, which Hermes shall prove accordingly. It is expressly noted that Hermes shall never be liable for partial losses of refused acceptances or returns.

9.6. It is expressly agreed that all of the Client's claims shall lapse by limitation three months from Hermes's acceptance of the Shipment, unless they are claimed in writing by the Client against Hermes within the same period.

9.7. The Client is obligated to see to customary property insurance for its Shipments with sufficient cover and it simultaneously expressly waives any recourse claims against Hermes and its vicarious agents or assistants. Recourse claims based on intentional acts remains unaffected by this. The Client shall state this recourse waiver in writing to its insurer.

9.8. Hermes shall be liable for the loss of the Client's data only if the Client ensures by customary, at least by daily data backup that the data can be resorted with appropriate effort by means of automated processes. Liability for this, except in cases of intentional acts, shall be limited to EUR 25,000.00 per damage event.

9.9. Furthermore, Hermes's liability for damages that are not damages or losses of goods or data losses shall also be excluded, except in cases of intent or gross negligence. Liability in cases of gross negligence shall be limited to EUR 125,000.00 per damage event, whereas at most EUR 250,000.00 per calendar year. The limitation shall apply to claims under the contract as well as outside of the contract.

9.10. Liability in the aforementioned sense shall be accepted only for the actual damage occurred on the Shipment and its content. Any liability beyond this for indirect damages and/or consequential damages (e.g. business interruption, lost profit, interest losses, claims of third parties, etc.) – unless compulsory legal regulations are opposed – shall be excluded explicitly and in mutual agreement in all cases.

9.11. In the case of unexpected circumstances outside of Hermes's control, which cannot be averted in application of the duty of care of a prudent merchant, or in the event of force majeure, Hermes shall not be liable for any resulting damages. Deemed force majeure are in particular any business disruptions not at the fault of Hermes, which are caused by fire, water, machinery breakage, strike, lockout and acts of authorities, natural disasters such as floods, storm flooding, tornadoes and typhoons, as well as other severe weather of the scope of a disaster, earthquake, lightning strike, avalanches and landslides, fire, plagues, epidemics and infectious diseases (insofar as such has been called by the WHO or a ministry or if the Robert Koch Institute has defined a risk level of at least “modest”), war or war-like conditions, unrest, revolution, military or civil coup d'états, uprising, blockades, orders by authorities or government, strikes, lockout.

9.12. The liability limitations shall also apply in favour of Hermes's vicarious agents for any claims brought against them.

9.13. Damages shall be notified to Hermes without delay within 5 working days from the Client's knowledge of the occurred damage, in each case with a clear identification of the damage. Otherwise, it will be assumed that the damage did not exist on delivery.

10. Data protection

Hermes observes the data protection regulations, in particular the Data Protection Act (Federal Act concerning the Protection of Personal Dat (Federal Law Gazette I 120/2017 in the valid version – "DSG") and the EU General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data – "GDPR"), respectively, as well as the Federal Telecommunications Act (Federal Law Gazette I 70/2003 in the valid version – "TKG") and the legal regulations replacing them, respectively. The data provided by the Client is processed by Hermes for the purpose of business processing. On the handover of the Shipment into safekeeping by Hermes, Hermes becomes the data controller in the definition of data protection regulations.

11. Place of jurisdiction, place of performance, applicable law, partial validity, general remarks

11.1. Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and the provisions of international private law, shall govern any disputes arising from the contractual relationships entered into on the basis of these GTC.

11.2. The exclusive place of jurisdiction for all present and future claims arising from or in connection with agreements concluded on the basis of these GTC as well as the validity of this agreement on the place of jurisdiction shall be the substantively competent court in Vienna.

11.3. If one of the provisions of these GTC should be invalid, the validly of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by such a provision, which comes closest to the meaning of the invalid provision.

11.4. The Client may solely offset Hermes's claims against uncontested claims or claims established as final and absolute. A right of withholding of the Client is excluded in any case.

11.5. The Client is permitted to transfer or assign rights and/or duties under agreements concluded on the basis of these GTC to third parties only with the written agreement of Hermes.