

GENERAL TERMS AND CONDITIONS (GTC)



1. Scope and Contractual Content: These General Terms and Conditions (hereinafter "GTC") shall apply to all current and future business relationships and to the services specified in these GTC (hereinafter "Contractual Content") between Völkl Services GmbH (hereinafter "MBE Garching") and consumers and entrepreneurs within the meaning of §§ 13, 14 German Civil Code (BGB) (hereinafter "Customer"), unless otherwise agreed below. MBE Centre Garching operates a brokerage service for urgent courier consignments, small transports, and delivery journeys. The brokerage of transports and the transports themselves are subject to the German Commercial Code (HGB) in its currently valid version, unless otherwise stipulated below. Deviating terms and conditions of the client from these GTC and the HGB shall only become part of the contract if MBE Centre Garching expressly acknowledges them in writing. For international carriage by motor vehicles, the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply; for international air transport within the meaning of the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention - MC); and for rail transport, those of the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM). Services are rendered by employees of MBE Garching or by independent contractors who are contractually bound to MBE Centre Garching and selected by MBE Garching. MBE Garching is entitled to also broker service orders to other companies, carriers or couriers. MBE Garching acts either itself or as an intermediary for the contract between the client and the commissioned company. When brokering orders, MBE Garching ensures that the service is carried out on the basis of the HGB and these GTC. The selection of the commissioned service providers or other companies is made with the diligence of a prudent businessman.

2. Transport Services (GüKG and Dangerous Goods): With regard to all transport services, the following applies: All consignments suitable for transport by bicycle, motorbike, car, and other motor vehicles within the meaning of the German Road Haulage Act (GüKG) can be transported. The carriage of persons and cash, as well as consignments subject to the postal monopoly (pursuant to § 51 Postal Act), is excluded. The transport of dangerous goods requires an explicit prior individual agreement with MBE Garching. The client must inform MBE Garching in good time and in German of the quantity, precise nature of the danger, and the precautions to be taken. If the consignment contains dry ice, liquid nitrogen, or other substances that may pose a danger, the client must notify this in writing when ordering the transport. The duty to notify is not negotiable. When handing over dangerous goods to MBE Garching or an independent contractor, the client must ensure that the legal provisions regarding declaration, packaging, provision of the necessary documents, etc., are complied with. The transport of dangerous goods is generally excluded from a fixed transit time. If the sender/client fails to register for transport, the general exclusion of dangerous goods transport by MBE Garching applies. MBE Garching or the companies commissioned by MBE Garching are not obliged to check or supplement the sender's/client's information about the goods. The sender/client is liable irrespective of fault for all damages resulting from non-compliance with these provisions. Upon request, temperature-controlled goods, jewellery, antiques, and valuables can also be transported, but liability for these transports is excluded. However, insurance is possible upon separate notification and declaration of value upon request.

4.1. Subject and Execution of Transport Orders: The subject of a transport order is the brokerage to the courier company, as well as the collection and delivery of the goods to be transported to the recipient or a third party ready to receive them. Unless the client expressly requests personal handover to the recipient, all consignments may also be handed over to other persons found at the recipient's address. Written delivery receipts, acknowledgements of receipt or similar will only be requested from the recipient upon express order.

5.1. Proof of Delivery, Packaging and Exclusion of Liability: The printout of the reproduction of the digitally available signature of the recipient shall serve as proof of delivery. It is the client's responsibility to hand over the consignments to be transported and goods to be stored in packaging suitable for transport or storage. Unpackaged consignments/goods or unsuitable and improperly packaged consignments/goods will also be transported or stored upon request, but no liability will be assumed for these consignments/goods, with the exception of intentional or grossly negligent damage or loss in the custody of the commissioned companies or couriers.

5.2. Addressing of Consignments: Each consignment intended for transport must be addressed completely and clearly legibly, and, if applicable, marked as a consignment requiring special handling.

5.3. Notification of Damage and Shortages: Recognisable damage and shortages must be immediately notified to the courier by the recipient upon acceptance of the transport goods and promptly in writing to MBE Garching. Damage and shortages not immediately recognisable must be notified in writing to MBE Garching immediately after their discovery, but no later than within seven days of acceptance of the goods. General reservations such as "not checked" or "subject to reservation" upon acceptance by the recipient do not count as notification of damage or shortages. The absence of delivery receipts according to item 4, sentence 3 must be asserted in writing to MBE Garching within three days of delivery. If the stated deadlines are not met, MBE Garching's liability lapses.

6.1. Acceptance and Execution of Transport Orders, Delivery Dates: The acceptance and execution of a transport order shall take place as soon as traffic conditions and the disposition of individual transport means permit. Compliance with specific delivery dates is only owed if expressly agreed. In particular, specific delivery dates must be clearly indicated not only by telephone to the brokerage centre, but also in writing to the courier. Force majeure, such as natural disasters, weather and climatic impediments, official prohibitions and obstructions, unforeseeable closures, strikes, extraordinary traffic jams or missing or inadequate documentation when placing the order or additional instructions that indirectly influence the transport process, relieve MBE Centre Garching of any transit time commitment.

6.2. Application of GTC to Order Execution: The acceptance and execution of orders, as described in Chapter 1, shall be in accordance with separate agreements or contracts. Should no separate agreement or contract be concluded in an individual case, these GTC and the statutory provisions shall apply, applying the principle of good faith.

7.1. Carriage Charges and Billing: The carriage charges, in the absence of an express agreement, shall be based on MBE Garching's price recommendations valid at the time of contract conclusion. The basis for billing is the respectively ordered or rendered service according to currently valid tariffs or separate agreements. Determination and calculation of consignment weight for national and international shipping are based on measurements from calibrated and freely programmable auxiliary devices. Measurement data from calibrated auxiliary devices can be inspected. The carriage charges are due no later than upon delivery of the transport goods and are to be paid in cash to the courier, unless cashless payment has been agreed. If cashless payment has been agreed, billing will be carried out by MBE Garching on behalf of the commissioned courier and in its own name.

7.2. Remuneration for Services Described in Chapter 1: The remuneration for services as described in Chapter 1 shall be governed by the respective agreements between MBE Garching and the client.

7.3. Due Date, Reminder Fees, Default Interest and Objections: Invoices are due immediately and without deduction. If the client fails to pay

even after receiving a reminder, MBE Garching may demand a reminder fee of EUR 5,- for the second reminder, as well as default interest at a rate of 5% above the base rate, unless the client proves that MBE Garching or the courier incurred significantly lower interest damage. The right to claim further damage caused by delay remains unaffected. The customer also undertakes to reimburse the costs incurred for the collection of the overdue invoice amount by engaging a debt collection agency, amounting to a full lawyer's fee plus a lump sum for expenses in accordance with the German Federal Lawyers' Fees Act. If the client has objections to the invoices, these must be made in writing within 14 days, but no later than after receipt of the first reminder. After expiry of the deadline, the invoices are deemed accepted. For transfers outside the EU, the client shall bear the bank charges incurred by both the sending and receiving banks.

7.4 For consignments to third countries (outside the European Union, especially the USA), the customer shall bear all incurred costs, particularly transport costs, customs duties, import duties, taxes, or other fees that become due for the delivery of the consignment by the courier. Upon handover of the consignment to the courier, the risk for the payment of these charges transfers entirely to the customer. MBE Garching shall not be liable for the collection or payment obligation of these charges by the courier, even if they are only determined upon delivery.

The customer is obliged to provide MBE Garching with a payment guarantee or prepayment for all incurred charges. MBE Garching reserves the right to hand over consignments only against appropriate security or prepayment. The courier is obliged to demonstrably attempt to collect the due charges from the recipient before delivery. Should the courier deliberately omit this step to save time or costs, the resulting risk shall be borne entirely by the customer, not by MBE Garching. Subsequent demands from the courier for customs duties, taxes, or other charges arising due to the customer's insolvency shall be borne entirely by the customer. MBE Garching assumes no liability for delays, non-deliveries, or cost overruns resulting from the customer's non-payment of the charges.

8. Liability of Couriers and Companies, Further Services of MBE Garching, Limitations of Liability: The commissioned couriers and companies are liable within the framework of the HGB for the proper execution of the transport, unless otherwise stipulated in these GTC. Irrespective of or in addition to the liability described above, MBE Garching grants a compensation payment for each transport in the event of loss or damage to the goods during the period from assumption to delivery, up to an amount of EUR 500,-, but at most up to the value of the damaged or lost goods – in each case per consignment in accordance with the following provisions: In the event of damage, the entitled party will be placed by MBE Garching in the same position as a goods interest holder upon conclusion of a goods transport insurance policy according to DTV-Güter 2000/2008. MBE Garching's compensation payment is limited to a total of EUR 1.0 million per event of damage. The damages incurred by several entitled parties due to an event will be compensated proportionately in relation to their claims, regardless of the number of entitled parties, if they collectively exceed the limit of the compensation payment of EUR 1.0 million. The compensation payment described above will not be granted if the goods are insured against transport by another party (e.g., goods interest holder, the client, or the recipient). If the client wishes to conclude insurance with a sum insured exceeding EUR 500,- per consignment (declared interest), such insurance will be concluded by MBE Garching upon a written order against payment of a corresponding insurance premium by the client. This order must specify the amount of the desired sum insured. For exceeding delivery times in national transports, liability exists only in the event of fault on the part of MBE Garching or the commissioned courier or company. Liability is limited to three times the freight charge according to § 431 HGB. If, in international transports, the promised transit time of one or more consignments is not met, the amount of compensation is limited to the sin-

gle freight charge (CMR). Force majeure of any kind within the meaning of paragraph 3.1. relieves MBE Garching or the contractor of any transit time commitment. In the event of financial losses within the meaning of § 433 HGB, liability is limited to three times the amount that would be payable in the event of loss of the goods. Further claims, regardless of the legal reason, are excluded. No liability is assumed for consequential damages. Further liability for grossly negligent or intentional damage causation within the meaning of § 435 HGB remains unaffected. MBE Garching mediates goods transport insurance according to DTV-Güter 2000/2008 for an additional charge.

9. Exclusion of Liability: Liability is excluded if the loss, damage or exceeding of the delivery period is based on circumstances that MBE Garching employees, the commissioned companies and couriers could not avoid even with the utmost care, and whose consequences they could not avert. Further exclusions of liability under § 427 HGB remain unaffected. Liability for breakage damage to glass, porcelain, and other breakable goods or device parts is excluded, unless otherwise expressly agreed individually; exceptions are intentional or grossly negligent damage or loss in the custody of the commissioned companies or couriers. Technical devices, models, and comparable goods must be properly packed (§§ 411 and 414 HGB) in boxes or cartons with sufficient inner packaging, secured against impact and shock. MBE Garching and the courier drivers are only liable for malfunctions of electrical or electronic devices if it is proven that this damage is due to our fault or the fault of our vicarious agent. For films, USB sticks, DVDs, and other data carriers, liability is limited to the material value. A complete exclusion of liability applies to art objects and temperature-controlled goods; for the aforementioned product groups, there is the possibility of concluding goods transport insurance.

10. Online Dispute Resolution: The European Commission provides a platform for online dispute resolution (OS), which you can find at: www.ec.europa.eu/consumers/odr. Consumers have the option to use this platform for the resolution of their disputes. We are not obliged to participate in a dispute resolution procedure.

11. Applicable Law and Place of Jurisdiction:

The brokerage order, the brokered transport orders, and service orders placed are exclusively subject to the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.

If the customer is a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be the registered office of MBE Garching in Munich, Germany.

For consumers, the following applies: The place of jurisdiction is the consumer's legally designated place of residence. Mandatory consumer protection regulations of the state in which the consumer has their habitual residence remain unaffected.

12. Limitation Period: All claims against MBE Garching, commissioned companies, couriers, and vicarious agents of MBE Garching, regardless of the legal reason, shall be time-barred after one year, and in the case of intent, after three years. The limitation period begins with the due date of the claim, at the latest with the delivery of the goods, in the event of loss, with the time of becoming aware of the loss.

13. Severability Clause: Should individual provisions of these terms and conditions be or become invalid, the validity of the remaining provisions shall not be affected thereby. An invalid or ineffective provision is to be replaced in such a way that the economic purpose intended with it is achieved.

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