

GENERAL TERMS AND CONDITIONS OF BUSINESS of trans-o-flex ThermoMed Austria GmbH (Status: 01.04.2026)

1. Scope

- 1.1 These terms and conditions apply to all contracts with trans-o-flex ThermoMed Austria GmbH (ThermoMed) for all services, especially the acceptance, handling, transshipment, storage, and delivery of temperature-controlled consignments within the temperature ranges of +2°C to +8°C and +15°C to +25°C up to the intended recipient. Shipments for other temperature ranges are only accepted upon separate agreement with ThermoMed.
- 1.2 The processing of services takes place within the ThermoMed System, which also includes external system partners. These carry out transport, acceptance, delivery, and goods transshipment as subcontractors for ThermoMed. If the following refers to ThermoMed, it always also means the ThermoMed System.
- 1.3 Unless otherwise regulated in these General Terms and Conditions, the general Austrian Freight Forwarders' Terms and Conditions (AÖSp) apply, unless mandatory provisions such as the CMR (Convention on the Contract for the International Carriage of Goods by Road) take precedence. The client expressly rejects any opposing general terms and conditions. The client also agrees that these GTC apply to all future business, regardless of another explicit reference, especially in the case of oral, telephone, or written orders.

2. Shipping Requirements / Exclusions

- 2.1 The dimensions and weight restrictions of goods transported by ThermoMed are subject to regular system checks and are defined by ThermoMed. Packages to be shipped must be compact and stackable; pallets must be compact. The minimum and maximum weights, girth measurements, and dimensions can be found in the annex "Dimensions and Weights – ThermoMed" valid at the time of order placement (available at [| https://www.trans-o-flex.com/wp-content/uploads/TMA_V_TC_Annex_Weight_Dimensions_eng_2023-09-01.pdf](https://www.trans-o-flex.com/wp-content/uploads/TMA_V_TC_Annex_Weight_Dimensions_eng_2023-09-01.pdf)).
- 2.2 Unless otherwise agreed in writing, the following are excluded from carriage both nationally and internationally:
- Hazardous goods
 - Shipments from consumers
 - Packages with insufficient packaging, labeling, or shipment data
 - Goods of particular value, e.g., precious metals, real jewelry, money, coins, antiques, works of art, furs, certificates, documents, securities, credit and telephone cards (valuables class II)
 - Packages whose contents, transport, or external appearance violate legal provisions
 - Firearms, explosives, and military goods

- Shipments whose contents or external condition may cause injury, infection, or property damage
- Living or dead animals and plants, human remains, body parts or organs, perishable goods of any kind
- Unpacked moving goods

Additional exclusions in international transport:

- Personal effects and Carnet-ATA goods, Deliveries against letter of credit or FCR
- Goods whose import or export is prohibited under the laws of the respective countries
- Goods declared by the client according to Art. 24 CMR and/or Art. 26 CMR, as well as value and interest declarations according to the Warsaw Convention or Montreal Convention. It is not permitted to hand over goods accompanied by a consignment note with value details according to Art. 24 and/or Art. 26 CMR. The driver is not authorized to accept such an order for ThermoMed. The agreement of a value or interest declaration is not possible. ThermoMed explicitly objects to any kind of value or interest declaration and any waiver of liability limits.
- Shipments, packages, or loading units whose value exceeds the maximum limit specified in these GTC.

2.3 The acceptance of goods according to 2.2 does not constitute a waiver of an exclusion from transport. The client is obliged to check and notify ThermoMed before handover whether the goods are excluded. In case of doubt, the client must inform ThermoMed and obtain a decision.

2.4 Value limit per package / Exclusion of high-value shipments

2.4.1. The client undertakes not to hand over to ThermoMed any shipments, packages, or loading units whose value exceeds EUR 50,000.00 (in words: fifty thousand euros) per package or loading unit.

2.4.2. The value is the invoice value, alternatively the market value of the goods, at the place and time of handover to ThermoMed.

2.4.3. Shipments, packages, or loading units with a value of more than EUR 50,000.00 per package or loading unit are excluded from carriage. No transport contract is concluded in this respect. ThermoMed is entitled to refuse acceptance of such shipments or to store or return already accepted shipments at the expense and risk of the client.

2.4.4. ThermoMed is not obliged to check or determine the value of the handed-over shipments. The client must provide suitable proof of value, especially invoices or delivery notes, upon request.

2.4.5. For shipments excluded according to this

provision, ThermoMed does not provide insurance; the client has no claim to insurance coverage or conclusion of transport insurance. Mandatory statutory liability provisions, in particular under the CMR, remain unaffected.

2.4.6. If the client violates the above provisions, he shall indemnify ThermoMed against all claims by third parties, including reasonable legal defense costs, if these are based on exceeding the permissible value or the improper handover of an excluded shipment.

3. Client's Obligations

- 3.1 Each package must be labeled by the client with a ThermoMed-approved and fully completed label and, in particular, clearly marked regarding the temperature range (+2°C to +8°C or +15°C to +25°C).
- 3.2 No later than 18:30 on the day of acceptance, the corresponding shipment data must be provided electronically to ThermoMed. Sender and recipient details, shipment number, and temperature range are always required. If additional services are desired, these must also be stated. Errors and damages due to incorrect labeling or missing/late data transmission are borne by the client. If electronic shipment data is incomplete, incorrect, late, or missing, ThermoMed is entitled either to carry out the transport or to refuse it and store the shipment until complete and correct data is received. ThermoMed may charge a fee for additional effort.
- 3.3 The packaging (including for collection orders) is the responsibility of the client. It must be suitable for bulk transport, especially for sorting on an automatic parcel sorting system, and the temperature requirements, and protect the goods against any access to the contents without leaving visible traces. Due to short acceptance times, ThermoMed cannot check the packaging in detail but reserves the right to reject inadequate packaging.
- 3.4 Shipments must be handed over by the client pre-cooled or pre-heated to the temperature range commissioned. This also applies to the shipping packaging, filling material, securing and loading aids, and any empty containers. Acceptance by ThermoMed does not constitute acknowledgment of proper handover or sufficient pre-conditioning.
- 3.5 Shipments to be taken over must be ready by 17:00. Other acceptance times require written agreement.
- 3.6 For customs goods, the client must attach all documents required for customs clearance, duly completed. The client is solely responsible for the contents of accompanying documents.

4. Scope of Services / Operational Processing

- 4.1 The service includes organizing transportation, acceptance, transshipment, distribution, and delivery of shipments on business days from Monday to Friday; further services only by written agreement.

The individual order is placed by handing over the goods by the client to ThermoMed at the agreed times or by delivery by the client. The exact scope of the order is determined from the electronically transmitted data, subject to any corrective findings by ThermoMed upon receipt.

ThermoMed may reject an order if it does not comply with the contractual specifications. If no minimum quantity requirements are agreed, ThermoMed may reject an order at any time.

- 4.2 Acceptance of shipments with other than "free domicile" (franco domicile) postage requires special agreement.
- 4.3 The client is aware that shipments are transported as part of consolidated shipments. Due to this form of mass transportation, the same duty of care as in individual transport cannot and need not be applied. The client accepts that interface checks are conducted only as specified in sections 4.6-4.8.
- 4.4 Up to 10 packages are accepted individually. If more than 10 packages are handed over, these must be consolidated on a pallet (mixed pallet).

If the client hands over individual packages and pallets, all items are considered officially accepted only upon scanning during intake.

If it is agreed that ThermoMed provides loading containers at the client's site, the container is loaded and sealed by the client, and then withdrawn according to the agreed times. The client is responsible for proper stowage and securing of the goods. Handover is documented.

If the driver could not observe loading (e.g., sealed containers), no documentation of physical acceptance per item takes place at pickup. This only happens during intake.

- 4.5 If the driver can check the number and visible condition of up to 10 items upon handover and confirms this on the acceptance slip, this number is binding and considered received undamaged.

If the driver can check loading of full pallets and confirms the number of full pallets on the acceptance slip, they are considered fully and undamaged unless noted otherwise.

If the client hands over sealed units, mixed pallets, or individual items and pallets, official acceptance and thus responsibility by ThermoMed begins only with scanning during intake.

"Intake" means all items picked up or delivered by the client, upon arrival at ThermoMed's main hub (or a partner's hub abroad), are individually scanned during nightly transshipment. Mixed pallets and preloads are opened and scanned item by item. The intake scan is binding for the client and ThermoMed: only the quantity and any damage identified here are considered as handed over.

- 4.6 The items are then consolidated into mixed units (e.g., pallets, mesh boxes), secured, and labeled (relation label). Full pallets and mixed units are scanned when loaded onto a load unit (e.g., trailer, swap body), which is sealed after loading. At the destination, full pallets are scanned, mixed units are broken up and each package is scanned. Another scan takes place upon delivery to the delivery driver. The recipient confirms receipt by signature. ThermoMed has no further inspection obligations.
- 4.7 Upon request, ThermoMed provides the client with a discrepancy report by 11:00 a.m. the following working day (Monday to Friday), showing any deviations from the client's shipment data, or confirming correct, complete,

and timely data. This requires correct barcode placement. The ThermoMed error log shows which shipment is missing which package or which package has missing/incorrect data.

- 4.8 Vehicles used by ThermoMed are set to the required temperature (+2°C to +8°C or +15°C to +25°C) upon acceptance. This is checked and documented at every pickup site.

Temperatures are recorded electronically by sensors, sent and stored online at 5-minute intervals. Service in each temperature range is considered duly rendered if demonstrated by measurement methods. ThermoMed ensures each container stays within the defined temperature ranges. The defined range is ordered by the client: +2°C to +8°C and +15°C to +25°C.

The client and ThermoMed agree on a tolerance rule for each chosen temperature range. Temperatures within this tolerance need not be reported.

Deviations outside the agreed tolerance must be reported immediately.

The tolerance rules are as follows:

- a. Temperature range +2°C to +8°C:

A maximum of four consecutive readings (in 5-minute intervals) between +1.5°C and +2°C or +8°C and +10°C are allowed. From the fifth consecutive reading, the tolerance range is considered left. Exceptions (marked in the vehicle's temperature log) are door opening times of 5 minutes and pre-cooling/defrosting of vehicles.

Any single reading below +1.5°C or above +10°C is also outside the tolerance range.

- b. Temperature range +15°C to +25°C:

A maximum of four consecutive readings (in 5-minute intervals) between +14°C and +15°C and +25°C and +26°C are allowed. From the fifth consecutive reading, the tolerance range is considered left. Exceptions (marked accordingly) are door opening times of 5 minutes and pre-cooling/defrosting of vehicles.

Any reading below +14°C or above +26°C is also outside the tolerance range.

- 4.9 Delivery is made against signature of the recipient or other persons who can be assumed to be authorized to accept the shipments.
- 4.10 ThermoMed usually uses electronic means to provide proof of proper delivery. The digitalized form of the recipient's signature and the reproduction of such a signature are expressly recognized as proof of delivery by the client. In case of discrepancies with any counter-signed roll card, only the electronic confirmation of receipt is decisive.
- 4.11 ThermoMed does not link the shipment data of individual packages with the directly measured temperature in the container. The temperature documentation for each package results from linking the route from sender to recipient with the temperature data of the used loading spaces.
- 4.12 Delivery within Austria is usually on the business day (Monday to Friday) after acceptance. The use of

special time services or other special services is subject to separate agreement. The standard delivery time for collection orders is three working days after pickup. For cross-border transports, different standard times apply, to be requested individually.

- 4.13 If delivery or return is not possible due to incorrect/missing sender details or other reasons, ThermoMed may open the shipment to determine sender or recipient. If unsuccessful, the contents will be destroyed after 6 months from acceptance.
- 4.14 The client is responsible for attaching tof-Express 10 and 12 o'clock service stickers for specific time-bound services, or for using the appropriate icons for individual services when using the unified business label. The Plus service is considered not delivered on time from the 16th minute. In this case, the customer is entitled to compensation equal to the difference between the ordered and the next later Plus service. If no marking is present, ThermoMed will not issue such credits.
- 4.15 Proofs of delivery are provided free of charge only in case of complaints. For additional requests, ThermoMed may charge a processing fee. Otherwise, the electronic proof of delivery, or the signed roll card section, is considered proof of delivery.

5. Service Fees

- 5.1 Unless otherwise individually agreed, the master tariffs with the corresponding price structure in their latest version apply. The prices valid on the day of order placement are decisive. Master tariffs are provided on request.
- 5.2 ThermoMed reserves the right to impose a diesel surcharge and to change the surcharge published at <https://www.trans-o-flex.com/en/diesel-surcharge-austria/> with or without notice. Both the amount and duration of the surcharge are at ThermoMed's sole discretion. By placing an order, the client agrees to pay the published and valid surcharge. If fees are individually agreed for a limited period, either party can request a price adjustment for the subsequent period in writing at any time. If the parties do not agree on a new price arrangement within six weeks of such a request, or if neither party requests an adjustment, the agreed prices increase by the same percentage as the consumer price index (CPI) published by Statistics Austria compared to the previous year.
- 5.3 Prices are exclusive of VAT.
- 5.4 Individually agreed remuneration is based on the minimum conditions stated in the price agreement. If one or more key parameters for price calculation deviate by more than 5% over three consecutive months, ThermoMed may adjust the prices accordingly. Price adjustments must be communicated to the client at least six weeks before they take effect.
- 5.5 Agreed prices can be increased to offset rising costs, e.g., if third parties from whom ThermoMed obtains necessary services (such as fuel) increase their prices. Increases are also possible due to higher statutory or official requirements, especially VAT, vehicle taxes, tolls, minimum wage, etc.
- Price increases must be communicated to the client at least six weeks before they take effect.
- 5.6 Services beyond those in 1.1 and 4 entitle ThermoMed

to charge for additional effort.

- 5.7 Packaging and pallet weights are included in the chargeable weight. ThermoMed weighs packages. If the actual weight exceeds the target weight, the actual weight applies.
- 5.8 Redirections are charged separately.
- 5.9 For incorrect declaration of shipments (e.g., package instead of pallet) and/or incorrect, incomplete, late, or missing shipment data, ThermoMed may charge a handling fee.
- 5.10 ThermoMed provides the client with a comprehensive invoice for services rendered during the billing period. Invoices are due immediately without deduction.

If the client does not raise specific written objections to an invoice within 4 weeks of receipt, it is deemed correct. After this period, objections are excluded.

- 5.11 The client is not entitled to offset claims against ThermoMed or assert rights of retention, unless such claims are legally established or acknowledged in writing by ThermoMed.
- 5.12 If the client is in default with a payment, all other claims against him may become due.

6. Liability

- 6.1 For all acts/services of ThermoMed, regardless of the type of service or legal transaction, the following liability rules apply:

ThermoMed's liability is governed primarily by the provisions of the AÖSp (e.g., § 54 AÖSp), unless mandatory provisions (such as the CMR) override the AÖSp.

ThermoMed's liability is limited to direct damages and the aforementioned liability provisions; liability for all other types of damages or losses (including lost profits, interest, loss of future business opportunities) is excluded. The liability limits according to § 54 AÖSp apply per claim; inventory results (inventory differences) are treated as one claim. All liability limitations, including those in the AÖSp, also apply if ThermoMed is claimed by third parties.

Should ThermoMed be successfully claimed by a third party, the client will indemnify ThermoMed for all claims exceeding the AÖSp limits. All limitations of liability (including those in the AÖSp) apply, as far as permitted by law, except in cases of willful misconduct or gross negligence attributable to ThermoMed, with the burden of proof on the client.

ThermoMed has industry-standard carrier liability insurance. The client declares itself a prohibition customer according to §§ 39 ff AÖSp.

- 6.2 If the client hands over shipments in the +2°C to +8°C or +15°C to +25°C range that are not suitable for this range, ThermoMed accepts no liability for any damage caused by temperature deviation.
- 6.3 The client must inform ThermoMed in good time if a shipment exceeds €10.00 per kg in value or if the goods are particularly susceptible to damage, so that appropriate precautions or special security measures can be agreed—possibly for an additional fee. If no such notice/agreement is made, loss or damage is deemed to have occurred only due to the lack of

notice/agreement. Special precautions or security measures are only possible within the value limits in these GTC or require individual written agreement.

- 6.4 For international shipments, export and import, the provisions of the CMR apply.
- 6.5 ThermoMed is not liable for damage caused by the handover of excluded, inadequately protected, insufficiently pre-conditioned, or inadequately packaged shipments.
- 6.6 Further, liability is excluded if damage is due to the client providing incorrect, incomplete, or no data (in time), or in the event of a delay caused by the client.
- 6.7 ThermoMed is not liable for consequential damages or costs, such as pure financial losses, loss of profit, loss of sales, costs of substitute performance, or damage caused by customs clearance delays. Personal injuries are excluded from this limitation.
- 6.8 Obstacles to performance not attributable to either party release both parties from performance obligations for the duration and extent of the effect. Such obstacles include force majeure, such as earthquakes, extreme weather or traffic conditions, floods, unrest, war or terrorist acts, strikes and lockouts, official measures, blockage of transport routes, and other unforeseeable, unavoidable, and serious events. In such cases, each party must inform the other immediately.
- 6.9 If ThermoMed waits beyond loading/unloading times due to contractual agreement or reasons outside its risk area, it is entitled to appropriate compensation (demurrage).
- 6.10 ThermoMed points out that delays due to errors by the client may result in third-party claims for damages, as this may cause system-wide delays. ThermoMed reserves the right to pass on third-party damages claimed against it to the client.

7. Insurance

As a rule, ThermoMed does not take out insurance for the goods for the client unless requested in writing by the client. In this case, it may be possible to take out value-dependent cargo insurance for an appropriate fee, which in the event of loss or damage covers the full value of the goods. Such insurance is only available—if at all—up to the value limits specified in these GTC. For values above this, there is no entitlement to insurance or to the conclusion of transport insurance.

8. Exchange of Load Carriers

Exchange of loading equipment only takes place if agreed in writing with ThermoMed.

9. Data Protection

- 9.1 ThermoMed collects and processes the personal data of the client and its employees (hereinafter collectively "data subjects") solely for fulfilling contractual obligations, billing, and business communication with the provided contacts.
- 9.2 The legal basis for this processing is the necessity for fulfilling the contract (Art. 6(1)(b) GDPR).
- 9.3 ThermoMed is entitled to use service providers for all logistics and forwarding services, who may have access to personal data—particularly system partners.
- 9.4 Transfer of personal data to third countries is not

intended.

- 9.5 ThermoMed stores personal data until the end of the contractual relationship and beyond, until the expiry of statutory retention periods.
- 9.6 If the client is a natural person, they have the right to information, rectification, deletion, or restriction of processing. They also have the right to complain to a supervisory authority.
- 9.7 The client is obliged to inform its affected employees about this processing on behalf of ThermoMed using the information provided in the annex "Data Protection Information Sheet" (available at https://www.trans-o-flex.com/wp-content/uploads/2023-09-01_TMA_V_TC_Annex_Data_Privacy_Information_Sheet_eng.pdf). The manner of notification is up to the client, provided all affected employees receive the necessary information.
- 9.8 The data protection officer of ThermoMed is Ms. Vanessa Martin (eDSB) of intersoft Consulting Services AG, Beim Strohause 17, 20097 Hamburg. You can contact the data protection officer by email at DSB-trans-o-flex@intersoft-consulting.de.

10. Note on Data Usage

If ThermoMed receives electronic addresses in connection with the sale of a good or service, these addresses will be used for direct marketing of its own similar goods or services. The client may object to this use at any time. No costs other than the transmission costs at basic rates are incurred. Objection can be sent by post to trans-o-flex ThermoMed Austria GmbH, Widerruf, Julius-Raab-Straße 26, 2203 Großebersdorf, Austria, or by email to widerruf@tof.de.

11. Written Form

Side agreements and deviations require written form. This also applies to the waiver of this requirement.

12. Partial Invalidity / Jurisdiction / Applicable Law

- 12.1 Should any provision of these General Terms and Conditions be invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by one that most closely achieves the economic intent in a legally permissible way.
- 12.2 For all disputes between the parties, including those regarding the validity of a contract, the exclusive jurisdiction of the competent court for A-2203 Großebersdorf is agreed.
- 12.3 The contractual relationship is subject to Austrian law, excluding the provisions of international private law, unless otherwise stipulated above.