

**Terms of delivery (Status as at 05/2026)
of trans-o-flex Express GmbH & Co. KGaA and
trans-o-flex ThermoMed GmbH**

1. Scope of validity

- 1.1. The (master) signature release authorisation shall be granted to the User (hereinafter known as Addressee) online via the “trans-o-flex insight” app or web-app (hereinafter known as Internet platform) by entering his data and that of the location at which he wishes to have deliveries left (hereinafter known as Desired delivery location). For this the Addressee must have already registered for using the app or web app of the “trans-o-flex insight” addressee services. Given this, we refer to our “trans-o-flex insight” terms and conditions of use.

A (master) signature release authorisation shall be granted to der trans-o-flex Express GmbH & Co. KGaA by selecting the Desired delivery location Non temperature-controlled and / or the Desired delivery location Temperature-controlled at between 15°-25°C. A (master) signature release authorisation shall be granted to trans-o-flex ThermoMed GmbH by selecting the Desired delivery location Temperature-controlled at between 2°-8°C. Insofar as these delivery terms and conditions do not regulate otherwise, trans-o-flex Express GmbH & Co. KGaA and trans-o-flex ThermoMed GmbH shall hereinafter each be designated as trans-o-flex.

The signature release authorisation shall apply for future consignments sent to the Addressee by trans-o-flex insofar as individual Senders have not been excluded from the signature release authorisation. The signature release authorisation shall remain in force until revocation by the Addressee and shall apply in accordance with the selection made by the Addressee for all consignments which are not transported subject to temperature control and / or a set temperature.

- 1.2. Contrary instructions issued by the respective Sender shall always take precedence and shall exclude a signature release authorisation. The option to grant a signature release authorisation exists only for those Senders indicated on the Internet platform who have already given their prior consent to such a signature release authorisation. Under the item “Exclude Sender”, all Senders who have sent shipments to the Recipient within the last 90 days are displayed, irrespective of whether consent to the signature release authorisation exists, and the Recipient has, in the course of granting the signature release authorisation, the option of excluding individual Senders from the signature release authorisation from among those indicated on the Internet platform by selecting them accordingly under the item “Exclude Sender”. The display of a Sender under “Exclude Sender” does not mean that consent to the signature release authorisation already exists. Whether a Sender has consented to a signature release authorisation is shown in the menu item “Shipments”: an orange check mark means consent, an orange cross means no consent. If a Sender revokes its consent, it shall remain visible under “Exclude Sender”; however, the menu item “Shipments” will indicate that no consent exists. A signature release authorisation concluded for this Sender shall no longer be valid from the time of the Sender’s revocation. It is not possible to have a signature release authorisation if the Sender has booked the following services: Ident-service, Cash-on-delivery, Hazardous goods and radioactive goods. trans-o-flex shall not be under any obligation to check whether a service precluding signature release authorisation applies.
- 1.3. Another precondition for a signature release authorisation to be granted is that the Addressee must be of age. Addressees having their normal place of residence and main business premises outside the Federal Republic of Germany may only grant the signature

release authorisation for deliveries within the national boundaries of the Federal Republic of Germany.

- 1.4. The Addressee shall grant trans-o-flex the permission to deposit the corresponding consignments addressed to him at the Desired delivery location without having to obtain a signature confirming receipt of the corresponding consignment. trans-o-flex shall take receipt of the consignments to be delivered to the Addressee and as a rule deposit the consignments in the Desired delivery location. The Desired delivery location named by the Addressee should be on the Addressee's property, dry and protected from the weather, preventing third parties from looking in to it as well as being easily accessible for the party delivering the consignment. Should the Addressee also have granted his signature release authorisation for goods to be transported at a controlled temperature, he alone shall be responsible for making the decision as to whether the Desired delivery location is suitable for depositing the goods within a corresponding temperature range. trans-o-flex shall not be under any obligation to inspect the Desired delivery location with regard to its suitability.
- 1.5. trans-o-flex shall be entitled to amend these deposit conditions unilaterally insofar as this is necessary to accommodate changes in legal or technical parameters or market factors. The Addressee shall be notified of the details of any changes at the Addressee's last known e-mail address.

In the event that consent is not received for the change in these delivery terms and conditions, the Addressee shall be entitled to a right to revoke the signature release authorisation, which he may exercise within a period of 6 weeks from receipt of the notification of changes. Revocation is to be declared online in the customer account settings on the internet platform by deactivating the options granted for the Desired delivery location (Non temperature controlled, Temperature controlled between 15°-25° C as well as Temperature controlled between 2°-8°). Two working days (Monday to Friday) shall be required for processing the deletion of the signature release authorisation. trans-o-flex shall draw special attention to this sequence to the Addressee when notifying the changes.

Insofar as the Addressee's revocation is not received in text format within 6 weeks from the service of the notification of changes sent by trans-o-flex, the changes in the delivery terms and conditions shall be regarded as having been accepted and incorporated into the contract.

2. Rights and Duties of the Addressee

- 2.1. The Addressee shall update his data straightaway online on the internet platform if there are any changes or additions affecting the delivery of consignments (e.g. change of address, change in e-mail address).
- 2.2. The Addressee shall undertake to provide trans-o-flex with the corresponding necessary means of access (keys, codes, PIN etc.) and information on the whereabouts of the respective Desired delivery location. The Addressee shall, moreover, be obliged to ensure compliance with all additional preconditions and licences there may be with regard to the delivery method agreed.
- 2.3. The internet platform makes it possible for photographs to be added to specify the precise Desired delivery location. The Addressee shall be obliged to ensure that only photographs without personal data of third parties are added and that the photographs are not in breach of third party proprietary rights. In the event of breaches, the service provider (trans-o-flex Express GmbH & Co. KGaA) shall be entitled to delete the photographs. Not only trans-o-flex Express GmbH, but also trans-o-flex ThermoMed GmbH shall in this case be entitled to cease all delivery services with immediate effect. In the event of breaches the

Addressee shall be obliged to exempt the provider (trans-o-flex Express GmbH & Co. KGaA) from all claims asserted as a result of photographs with personal data being added or as a result of a breach of third party proprietary rights.

3. Liability

- 3.1. Unless specified otherwise in these terms and conditions of delivery, the general terms and conditions of business of trans-o-flex Express GmbH & Co. KGaA as may from time to time be established shall apply for the signature release authorisation with trans-o-flex Express GmbH & Co. KGaA. These general terms and conditions of business can be read at <https://www.trans-o-flex.com/en/legal/>. The Addressee's terms and conditions of business shall not apply. Moreover, the provisions of the German Commercial Code governing contracts of carriage shall apply (Sections 407 et seq. HGB).
- 3.2. Unless specified otherwise by these terms and conditions of delivery, the general terms and conditions of business of trans-o-flex ThermoMed GmbH as may from time to time be established shall apply for the signature release authorisation with trans-o-flex ThermoMed GmbH. These general terms and conditions of business can be read at <https://www.trans-o-flex.com/en/legal/>. The Addressee's terms and conditions of business shall not apply. Moreover, the provisions of the German Commercial Code governing contracts of carriage shall apply (Sections 407 et seq. HGB).
- 3.3. The Addressee agrees that the driver scanning and subsequently leaving the goods at the Desired delivery location shall be regarded as the goods having been properly delivered in full, and on time, and without external damage to the Addressee.
- 3.4. The risk of loss and damage shall pass over to the Addressee when the goods are delivered to the Desired delivery location as instructed. trans-o-flex and its assistants cannot be held liable for the loss or damage of consignments left as instructed at the Desired delivery location. This shall likewise apply for damage and losses of the goods resulting from the Desired delivery location, for whatever reason (i.e. inadequate weather protection, unsuitable for temperature-sensitive goods) being unsuitable. Ambiguities when stating the Desired delivery location shall be to the detriment of the Addressee. trans-o-flex shall not be under any obligation to inspect the Desired delivery location with regards to its suitability. Given this, the Addressee and any other addressees for whom he may possibly be standing in for (e.g. family members or others living in the same household), shall exempt trans-o-flex from all third party claims including those asserted by the Sender of the respective consignment. As part of purchase contracts between Addressee and Sender the Addressee shall bear the risk of accidental destruction, deterioration as well as loss of the goods following delivery.
- 3.5. Insofar as the consignment or parts thereof consists of medication, these shall become the responsibility of the Addressee following delivery in accordance with the law governing the production and distribution of medicines.
- 3.6. An exclusion and exemption from liability shall not apply for damage attributable to an act or failure to act on the part of trans-o-flex or one of its assistants due to intent or wilful negligence in the knowledge that damage would probably occur; this shall only apply for damage attributable to the conduct of assistants of trans-o-flex insofar as these persons have acted in the performance of their duty.
- 3.7. As part of any non-carrier services there may be, trans-o-flex shall be liable without limitation death, personal injury or physical harm for all damages attributable to intent, or gross negligence. If trans-o-flex is in breach of a cardinal duty as a result of ordinary negligence, its liability for property and financial loss attributable thereto shall be limited to the foreseeable losses typical for the contract. A cardinal duty is one, the fulfilment of

which makes it possible for the contract to be carried out properly in the first place, a breach of which jeopardises the achievement of the contractual objective and upon compliance with which the Addressee may normally rely. Liability under transport law, in particular for loss and damage of consignments, in accordance with the special regulations in Paragraphs 3.1 to 3.6 in conjunction with Sections 425 et seq. of the German Commercial Code [HGB], will not be affected by this Paragraph 3.7.

3.8. The liability of the Addressee shall be determined by the statutory regulations.

4. Revocation

4.1. The signature release authorisation shall apply for an indefinite period of time and may be revoked at any time by the Addressee with effect for the future.

4.2. Revocation is to be carried out online in the customer account settings on the internet platform by deselecting the Desired delivery location options granted in a given case (“Non temperature controlled”, “Temperature controlled between 15°-25°” as well as “Temperature controlled between 2°-8°”). Revocation shall be carried out within the “signature release function” in the internet platform, by wiping the button for the “Non temperature controlled”, “Temperature controlled between 15°-25°”, “Temperature controlled between 2°-8°” to the left and the revocation is confirmed by clicking on the Push-Up-Text. Two working days (Monday to Friday) are required for the deletion process to be carried out for the signature release authorisation.

4.3. trans-o-flex is at liberty to render the signature release authorisation for the Addressee following notification in advance in text format.

5. Data protection

5.1. trans-o-flex shall collect and process the personal data of the Addressee and of his employees (hereinafter known collectively as “persons concerned”) only for the purpose of carrying out the contractual duties as well as for invoicing and for business communications with the notified contact person.

5.2. The legal basis for the above data processing is the necessity to do so for the contract to be fulfilled. (Art 6 Para 1b GDPR).

5.3. trans-o-flex is entitled to call in service providers for all logistics and forwarding services; they will be given access to the personal data. In particular these will be system partners.

5.4. It is not envisaged that the personal data will be sent to third countries.

5.5. trans-o-flex shall save the personal data until the contract has ended and, in addition to this, until the statutory periods of safekeeping have expired.

5.6. If the Addressee is a natural person, he shall be entitled to the right to have information, data transferred, as well as to have data corrected, deleted or to have processing restricted. In addition thereto, this contract partner shall be entitled to lodge a complaint with a supervisory body.

5.7. The Addressee shall undertake to inform his own employees affected of this processing in the name of trans-o-flex with the information provided in the “Data Protection information sheet” in the appendix (downloadable from <https://www.trans-o-flex.com/en/legal/>). The Addressee is at liberty to select the mode of information provided that he guarantees that all the employees concerned do receive the necessary information.

6. Partial invalidity / Place of jurisdiction

- 6.1. Should one of the provisions of these terms and conditions of delivery be invalid, the existence of the remaining provisions shall not be affected as a result thereof. The invalid provision is to be replaced with that provision which comes closest to the economic aim of the invalid provision and is legal.
- 6.2. Insofar as legally possible, the exclusive place of jurisdiction within Germany and place of fulfilment shall be Weinheim.
- 6.3. Unless specified otherwise above, the contract shall be governed by German law.