

## General Terms and Conditions of Business of trans-o-flex Express GmbH & Co. KGaA (Status as at 01.09.2022)

### 1. Validity/Contractual relationship

- 1.1. These terms and conditions of business (T&Cs) shall apply for all contracts with trans-o-flex Express GmbH & Co. KGaA (trans-o-flex), for all services, in particular handling, trans-shipment, storage and arrangement of the transportation of bulk goods to the specified consignee. They shall also apply in addition to the individual contracts entered into with customers.
- 1.2. Services shall be handled in keeping with the trans-o-flex system, to which distribution companies belong as system partners. They take delivery of the goods, transport, deliver and trans-ship them as sub-contractors for trans-o-flex. Insofar as reference is made below to trans-o-flex, this shall in all cases refer to this trans-o-flex system.  
  
trans-o-flex offers its trans-o-flex ambient product for the transportation of temperature-sensitive goods within the range of +15°C up to +25°C. This product will only be available for the transportation of goods in the Pharmaceutical, Life Sciences and Healthcare sectors within Germany, and is subject to special requirements and restrictions. Temperature-sensitive goods will not be carried other than with the trans-o-flex ambient service.
- 1.3. The Customer shall not place any express individual orders. The individual order itself shall be placed by the goods being taken over by trans-o-flex at the stipulated times. The precise scope of the contract shall be determined by the data the Customer sends in either in writing or electronically, subject to verification by trans-o-flex.
- 1.4. trans-o-flex shall be entitled to reject an order if it does not correspond to the contractually agreed specifications. Insofar as minimum quantity specifications have not been agreed, trans-o-flex shall be entitled to reject an order at all times.
- 1.5. The Customer shall send in a dataset for each consignment and/or package, making it possible for the trans-o-flex data set to be generated. This dataset shall, if necessary, be sent over in addition to the shipping documents. For each consignment the data must include the consignor, the exact consignee (not a postbox address) weight, customer reference number, number of packages, and, if applicable, information about special services. If consignment data is missing, the individual order shall be based upon the information on labels, barcodes or other information.
- 1.6. A consignment shall consist of one or more packages and/or pallets with a data set sent to a consignee address and which are invoiced together. By a package is to be understood every individual parcel/ item of freight, or a full palletload having its own separate label.
- 1.7. Insofar as nothing is regulated otherwise in these T&Cs, the latest version of the German General Forwarding Conditions [ADSp] shall apply. Additionally, the German statutory regulations shall apply, and cross-border traffic

shall be governed by the regulations of the CMR (Convention on Merchandise carried by Road Carriers). The Warsaw Convention and the Montreal Convention shall also apply for airfreight consignments. If the Customer's general terms and conditions of business contradict these T&Cs, they are hereby expressly rejected.

### 2. Characteristics of the goods / Exclusions

- 2.1. The restrictions on dimensions and weight of goods transported by trans-o-flex are subject to regular system inspections and shall be defined by trans-o-flex. The parcels handed over for dispatch must be compact and stackable. Pallets must be compact. The minimum as well as maximum weight, girth and dimensions are shown in the "Dimensions and Weights - Express" appendix in force attached to each order (May be downloaded from [https://www.trans-o-flex.com/wp-content/uploads/Terms\\_and\\_Conditions\\_Annex\\_Weight\\_Dimensions\\_2021-09-22.pdf](https://www.trans-o-flex.com/wp-content/uploads/Terms_and_Conditions_Annex_Weight_Dimensions_2021-09-22.pdf))
- 2.2. The following shall not be transported within Germany or internationally without special agreement:
  - a) Consignments sent by consumers
  - b) Packages with inadequate packing, marking or consignment data
  - c.) Goods of particular value such as, for example, precious metals, real jewellery, money, coins, antiquities, works of art, furs, documents, certificates, securities, credit cards and phonecards (second tier valuables)
  - d.) Packages, the contents, transportation or external design of which are in breach of statutory regulations
  - e.) Guns, explosives and military equipment
  - f.) Consignments the contents of which could be used to injure and infect persons, or cause property damage
  - g.) Living or dead animals and plants, human remains, body parts or organs, perishable goods of all types
  - h.) Unpacked household goods

In addition to the above, the following will not be carried in international transport:

  - i.) Personal effects and ATA Carnet goods, consignments to be delivered against L/C or FCR
  - j.) Goods, the importation or exportation is forbidden under the regulations in force in the countries concerned
  - k.) Goods, declared by the Customer in accordance with Article 24 CMR and/or Article 26 CMR, the same shall apply for value and interest declarations in accordance with the Warsaw Convention and/or Montreal Convention. Goods to which a waybill stating the value is attached in accordance with Article 24 and/or Article 26 CMR must not be handed over. The

driver shall be authorised to accept such a contract for trans-o-flex

- 2.3. Taking over goods in accordance with No 2.2 does not constitute any waiver of transportation. The Customer shall be under an obligation to trans-o-flex to inspect the goods prior to hand-over and to notify trans-o-flex whether the goods are subject to exclusion. In cases of doubt, he shall have to inform trans-o-flex and obtain a decision from it.

### 3. The Customer's Duties and Obligations

- 3.1. Packing (for collection orders too) is the Customer's responsibility. This must satisfy the requirements of mass transport, in particular for sorting in an automated packet sorter, and offer adequate protection for the goods against damage and protection for the contents against tampering, without leaving externally visible clues. Given the short amount of time specified for hand-over, trans-o-flex will be unable to conduct an inspection in each individual case, but it may reserve the right to reject individual packages as being inadequately packed.
- 3.2. Every package, and this also includes every full pallet, is to be furnished by the Customer with a sticker showing the consignor's address and full consignee address (not a postbox address). The format of the sticker must comply with the transport law regulations. Should the lettering on a package not be properly written in compliance with the requirements, the costs incurred shall be for the Customer's account.
- 3.3. Insofar as the Customer avails himself of additional services, the packages shall have to be correctly marked. Packages containing hazardous goods are to be marked by the Customer in accordance with the statutory regulations in the German Commercial Code [HGB] and in particular those in GGVSEB/ADR. trans-o-flex ambient packages are to be handed over separately from the remaining packages and marked separately by trans-o-flex in accordance with the regulations. The Customer shall be responsible for the marking being correct and complete. trans-o-flex shall be entitled, but not obliged, to mount missing marking itself in return for a fair remuneration covering costs.
- 3.4. The Customer shall hand over a consignment or package dataset for each consignment and/or package allowing trans-o-flex to generate a dataset from it. This dataset shall be handed over, if necessary, in addition to the shipping documents. The data must include the precise consignee (postbox number not acceptable), weight, customer reference number, quantity of packages, and, if applicable, information about special services for each consignment. If consignment data is missing, information on labels, barcodes or other information on the package shall be regarded as the basis of the individual order. The Customer shall be responsible for an identical barcode not being used within 90 days since no meaningful distinction can be made between identical barcodes within the trans-o-flex system.
- 3.5. Insofar as the electronic consignment data should be incomplete, faulty, not be made available on time or not

even exist at all, trans-o-flex shall be entitled to either transport the consignment, or to reject it and to put the consignment into interim storage until the complete and correct consignment data has been received. trans-o-flex is entitled to charge a surcharge reflecting the additional time taken up as a result of this.

- 3.6. The Customer shall have to attach all the documentation required for customs clearance in due form and in full when dispatching goods subject to customs duty. trans-o-flex shall not accept any liability whatsoever for the contents of the accompanying paperwork.

### 4. Scope of performance

- 4.1. The performance includes arranging transportation, taking over consignments, trans-shipment, distribution and delivery on working days from Monday to Friday. Other services shall only be provided by written agreement.
- 4.2. The maximum number of packages which will be taken over is 30. Insofar as more than 30 packages are handed over by the Customer, they are to be consolidated on a pallet (mixed pallet).

Insofar as the Customer hands over individual packages and pallets as well, the legally-binding take-over of all packed items shall only take place when they are merged.

Insofar as it has been agreed with the Customer that trans-o-flex is to provide loading container (trailer skips / swap trailers) at the Customer's premises, and that the container is to be loaded and sealed by the Customer. The loaded container is then to be taken away in accordance with the agreed hand-over times. The Customer shall be responsible for the goods being properly stuffed and secured within the container. A record is to be kept of the hand-over of the loading container.

If the driver was unable to observe the container being loaded in a given instance, e.g. if he takes delivery of a sealed container, a record will not be kept of the physical hand-over at packages level. This will then be carried out for the first time when the packages are merged.

- 4.3. The Customer is aware that the consignments will be transported as part of a consolidated shipment. Since the same level of care cannot be taken and guaranteed for this method of transporting a large number of packages as would be the case for an individual package, the Customer accepts that the interface inspections conducted by trans-o-flex only carried out as follows shall constitute the proper organisational arrangement:

Insofar as the driver has only been able, when taking over the packages, to inspect the number (limited to a maximum of 30 packages per hand-over and no other pallets or containers) of packages handed over to him for visible damage and quantity and signed this off on a hand-over note, this respective number shall apply as being binding on both Parties as having been received without external damage.

Insofar as the driver when taking over full palletloads was able to observe the loading and signs off the number of palletloads he has taken over on the take-over note, the

number of palletloads shall be regarded as having been taken over in full and undamaged, if the driver has not made a corresponding entry otherwise on the hand-over note.

Of the Customer hands over sealed units, mixed pallets or individual packages and pallets, the legally-binding hand-over shall only take place for these packages and pallets, and this means the point in time at which trans-o-flex assumes a duty of care, when they are merged.

Merging means that all packages collected from the Customer or delivered by the Customer to the first trans-o-flex system site are individually scanned, whereby mixed pallets will be opened and the packages will then be scanned individually. The inspection conducted by means of this goods-inward scanning procedure at trans-o-flex premises shall be binding upon the Customer and trans-o-flex: only this number of packages and any damage ascertained shall be regarded as having been taken over from the Customer.

The packages shall then be packed into mixed units, (e.g. pallets and skeleton containers) secured and marked (transport route label). Full palletloads and mixed units shall then be loaded onto a loading unit (e.g. trailer, swap trailer) scanned and the loading unit is then to be sealed after loading has been completed. If the full pallets and mixed units are trans-shipped at a hub prior to reaching the destination system partner, full pallets and mixed loads shall continue to be sealed and will be checked that they are complete by means of scanning and subjected to a visual inspection to verify that they are not damaged when they are unloaded and loaded. At the target system site the full pallets will be scanned, the mixed units broken up and each package scanned. Scanning will be carried out again when the packages are handed over to the delivery driver. The consignee shall confirm the receipt of the consignment with his signature. trans-o-flex shall not have any other inspection obligations.

- 4.4. Generally, consignments within Germany will, as a rule, be delivered on the working day (Monday to Friday) after hand-over to the named consignee during normal opening times (Normal delivery time). Insofar as the Customer wishes to have extra services, this must be agreed in writing as an addendum.

As a rule, the delivery time shall be extended by one working day for consignments sent to consignees on the East Friesian and North Frisian Islands plus Helgoland. Such shipments sent by trans-o-flex ambient shall be subject to a separate agreement and special terms and conditions and delivery times shall apply. Different delivery times shall apply for cross-border transport on a case by case basis. Please enquire for specific details about given circumstances. The normal delivery times can only be observed subject to compliance with the predetermined dispatch times from the Customer.

- 4.5. Individual consignments with 10 or more full pallets are to be notified on working days (Monday to Friday) no later than 24 hours prior to take-over. If there is no notification or if it is made late, no guarantee shall be given that these consignments will be delivered within normal delivery times and trans-o-flex shall be entitled to charge a fair system surcharge covering costs.

- 4.6. When contracts are awarded for the special time-dependent services (depending on regional arrangements) the Customer shall be responsible for mounting the trans-o-flex-Express service-related sticker prior to 08:00, 09:00, 10:00 and 12:00 as well as "Next Day Guarantee" and using the standard business label for putting on the relevant pictograms for the respective services. These consignments are to be handed over separately.

The trans-o-flex Express service shall be regarded as not having been delivered on time from the 16th minute after the stated delivery time onwards. In such a case the Customer shall be entitled to claim the difference between the service ordered and the following time-related Plus service rendered.

When the additional "Next Day Guarantee" service is used, the delivery shall be regarded as having been made on time if the consignment is delivered to the consignee on the working day (Monday to Friday) following the day on which it is handed over to trans-o-flex. If the consignment is not delivered on the working day (Monday to Friday) after the consignment is handed over to trans-o-flex, the Customer alone shall be entitled to demand the freight rate charged for the consignment plus the "Next Day Guarantee" surcharge up to a total of 15.00 EUR as compensation.

If marking is missing, or inadequate/incorrect, as well as in the event of delays in delivery as a result of force majeure, (e.g. inclement weather, strike etc.) trans-o-flex shall not make any such refunds. Deliveries shall be regarded as having been made on time provided that any hindrances to delivery are the responsibility of the Customer or consignee in particular, if the Consignee is not present at the time of delivery, if delivery instructions have been passed over late.

- 4.7. Delivery shall be made with discharging effect when the delivery acknowledgement is signed by the Consignee or other person, who, given the external circumstances, can be assumed to be entitled to take delivery of the parcels. Deliveries may (with the exception of medications) also be left with neighbours if the Consignee is a private person provided that the delivery instructions do not state otherwise. In this case trans-o-flex shall be obliged to leave behind a note at the Consignee's address stating where the goods have been left.
- 4.8. trans-o-flex uses electronic equipment to prove that a consignment has been duly delivered. The digital form of signature made by the Consignee and the reproduction of such a signature shall be expressly recognised as proof of delivery by the Consignee. Upon request, proof of delivery may be forwarded for the payment of a fair handling fee covering costs.
- 4.9. The scope of performance also includes the return to the Customer of consignments which cannot be delivered.
- 4.10. If, as a result of the Consignor's details being missing, or for other reasons, delivery is not possible nor is it possible to obtain an instruction from the party entitled to pass out such instructions, trans-o-flex may open the consignment for the purposes of identifying the Customer or Consignee. If the inspection is unsuccessful in this

aim, the contents may be sold after a reasonable amount of time has expired or insofar as required by law, destroyed (e.g. pharmaceuticals). trans-o-flex shall be entitled to the proceeds from a sale. The Consignor states his consent to the acquisition of title to the contents of a package by trans-o-flex in such circumstances. Any rights of surrender or compensation claims for damages of the Consignor shall lapse after the title has been acquired by trans-o-flex. Provided that the Consignor is not the owner of the contents of the package, he shall exempt trans-o-flex from claims to the surrender of the contents of the package or compensation claims for damages by the lawful owner (Consignee or third party).

## **5. Hazardous goods**

- 5.1. Class 1 Hazardous goods ADR (Class 7 as well in the trans-o-flex ambient service) shall, as a matter of principle, not be taken over. Other hazardous goods shall be subject to separate agreement prior to being taken over. trans-o-flex may refuse to transport excluded hazardous goods, or hazardous goods taken over without agreement, and returned to the Customer at the latter's expense, or transported at the latter's expense for a fair surcharge covering costs.
- 5.2. The Customer alone shall be responsible, and in cases in which a claim is asserted, liable for compliance with the relevant statutory provisions with regard to customs declaration, packing, passing over shipping documentation together with the consignment, written instructions etc. This shall also apply in those cases in which the hazardous goods are handed over by a person other than the Customer. If the hazardous goods documentation is missing and/or incorrect, a fair handling fee will be charged to cover costs.

## **6. Cash on Delivery**

- 6.1. COD (cash or crossed cheque) consignments are to be clearly marked as such on the address sticker with the correct product label, and entered in the dataset in full. COD deliveries shall be subject to the dispatch data being submitted to trans-o-flex on the same day.
- 6.2. If consignment data is missing, or if the package is not marked, or not legibly marked, the instruction for the COD delivery shall be regarded as not having been placed.
- 6.3. Deliveries will not be made to customs enclaves.
- 6.4. COD contracts shall have to be placed in the currency of the destination country. COD orders for which payment is to be made in cash must be paid in Euro in Germany. The amount of the COD must not exceed 1.000 € per Consignee if payment is to be made in cash and 25.000 € per consignment if payment is to be made by crossed cheque. COD instructions for consignments to be delivered in countries other than Germany will only be handed in certain countries, and shall be subject to separate agreement.
- 6.5. A COD consignment shall only be handed over concurrently with the payment in full of the sum owed.
- 6.6. Insofar as a claim is asserted against trans-o-flex as part of liability for COD consignments, performance shall be rendered concurrently with the assignment of the Customer's claim against the Consignee for the same

amount.

## **7. Performance fee**

- 7.1. Unless individually agreed otherwise, the latest versions of master tariffs with fair pricing structures covering costs shall apply for dispatch. It shall be the prices in force on the date on which the order is placed that shall apply. These master tariffs shall be made available upon request.
- 7.2. Insofar as fees have been agreed individually for a limited period of time, each Party to the contract may at any time demand in writing that the tariffs are adjusted for the subsequent period of time (or any subsequent periods of time there may be). If the Parties are unable to reach an agreement within six weeks from the written claim to enter into a new remuneration agreement or no party has applied for an adjustment of prices, the agreed prices shall increase after the period of the fixed price by the same percentage by which the nominal wages index set by the German Federal Office of Statistics has increased in proportion to the previous year.
- 7.3. Prices do not include, but shall nevertheless be subject to, VAT.
- 7.4. An individually agreed remuneration shall apply on the basis of the minimum terms stipulated accordingly in the price agreement. Insofar as one or more of the stated parameters which count for calculating the price differ by more than 5% from agreed figures within 3 successive months, trans-o-flex may adjust the prices accordingly.  
  
The Customer must be notified in writing at least six weeks before price adjustments.
- 7.5. The remuneration may be increased as compensation for increased costs. This shall, for example, be the case if third parties from which trans-o-flex sources ancillary or preliminary work necessary to render the performances owed under this contract (e.g. fuel) raise their prices. Moreover, price increases are allowed to the extent that they have been brought about as a result of an increase in statutory or official stipulations or duties, that means, in particular, VAT, vehicle tax, toll fees, minimum wages.  
  
The Customer must be notified in writing at least six weeks before price increases.
- 7.6. Performances not covered by the scope of performance in Number 4 shall entitle trans-o-flex to charge the additional expenditure incurred.
- 7.7. Deliveries redirected to another address will be invoiced separately.
- 7.8. If incorrect declarations are made for consignments (e.g. packages instead of pallets) and/or consignment data is incorrect, incomplete, not submitted on time or doesn't even exist, trans-o-flex shall also invoice a fair handling fee to cover its costs.
- 7.9. The structure and amount of the current prices in force for additional services, system surcharges, handling fees etc. are shown in the master tariffs in force at that time (No 7.1).
- 7.10. The Customer may not offset claims against trans-o-flex,

or assert retention rights, unless they have been adjudicated, or recognised in writing, by trans-o-flex as being justified claims.

- 7.11. Invoices presented by trans-o-flex are payable in full immediately.
- 7.12. Should the Customer not raise any specific objections in writing to an invoice sent to him within 4 weeks from receipt, the contents of this invoice shall be regarded as having been confirmed by the Customer as being correct. This means that objections may no longer be raised to the contents of the invoice after this period of time has elapsed.
- 7.13. If the Customer is in default with the payment of an account, all other accounts payable by him may be made payable with immediate effect.

## 8. Liability

- 8.1 The liability limits of trans-o-flex are determined by Numbers 22, 23, 24, 25, 26 and 27 of ADSp 2017, to all of which reference is made.

Excerpts of the liability limits are as follows:

**"With the exception of damages resulting from transportation at sea and storage as instructed, the carrier's liability for damage to goods in his care in accordance with Section 431 Para 1, 2 and 4 of the German Commercial Code [HGB] is limited by amount as follows:**

- to 8.33 SZR/kg, if the carrier is a care, custody and control freight forwarder, haulier or fixed price carrier or consolidator,
- in all cases the carrier's liability from every claim shall be limited to a maximum of amount of 1.25 million €,
- for damages other than those incurred by goods put into storage as instructed, personal injury and property damage to third party goods, damages shall be limited in terms of amount to three times the sum which would have had to have been paid had the goods had been lost, to the sum of 125.000,00 € per claim,
- to a maximum sum amounting to 2.5 mill € per damaging event irrespective of how many claims are asserted on the basis of one damaging event.
- The carrier's liability for damage to goods when instructions have been issued to put goods into storage is limited to a maximum amount of 35,000.00 € per claim,
- In the event of stock-taking discrepancies liability shall be limited to the maximum sum of 70,000.00 € per year, regardless of the number and type of stock-takes conducted and the number of claims made for the damaging events giving rise to the stock-take discrepancies,
- Regardless of how many claims are made, if goods are put into storage following instructions, liability shall be limited to the sum of 2.5 million € per damaging event.

- 8.2 The Customer shall have to draw the attention of trans-o-flex in good time when the value of a consignment is in excess of € 5.00 per kg or if goods are particularly vulnerable to being damaged, so that trans-o-flex can take suitable precautions with the Customer – if necessary in return for a special fee - and take special security measures to prevent theft or to protect the goods against damage. If no such notification is given and/or no agreement is made to the same effect with the Customer, as a matter of principle a loss and/or damages may only be claimed on account of no notification being given and/or an agreement being made in such cases.

- 8.3 With the exception of personal injury, trans-o-flex cannot be held liable for consequential damages and subsequent costs.

- 8.4 trans-o-flex cannot be held liable for damages based on circumstances not attributable to trans-o-flex. These include in particular those damages which have been caused as a result of force majeure (e.g. earthquake, storm, flooding, fog, war, aeroplane accident, embargo), the condition of the consignment, civil unrest and civil disorder, acts or omissions by persons who are neither employees nor assistants of trans-o-flex (in particular Customers, consignees, customs officers, etc.), labour disputes, electrical or magnetic damage to or the deletion of electronic or photographic images, data or records.

- 8.5 If damage is the result of the Customer having passed over incorrect or incomplete data or no data at all (on time) to trans-o-flex, or trans-o-flex has been handed over goods by the Customer which trans-o-flex has previously refused to accept, trans-o-flex shall not be liable, with the exception of personal injury.

- 8.6 The Customer takes note that trans-o-flex shall admittedly handle payments made on delivery with care, keep them in safekeeping separately from other monies and instruct the driver to remain silent about receiving payment upon delivery and the sums involved as well as taking particular care in general. The drivers are however not armed nor do they have special protection against robbery. The drivers are obliged to handle the money carefully. In spite of exercising this level of care, in particular if they are subjected to violence, the safety of the money cannot always be guaranteed. Therefore, with the exception of personal injury, trans-o-flex cannot be held liable for inadequate safety precautions, in particular in the event of a robbery. trans-o-flex can likewise not be held liable if the drivers take receipt of counterfeit money, provided that this is not at least the result of gross negligence.

- 8.7 trans-o-flex draws express attention to the fact that third parties may assert compensation claims for damages if the departure from the Customer's premises is delayed for reasons attributable to mistakes made by the Customer, since this may give rise to delays throughout the system as a result. trans-o-flex shall expressly reserve the right to pass on such third party compensation claims for damages asserted against it over to the Customer.

## **9. Exchange of loading devices**

Loading devices (pallets) shall only be exchanged if this has been agreed in writing with trans-o-flex.

## **10. Insurance**

Generally trans-o-flex shall not have an insurance policy covering the goods for the Customer, unless the Customer expresses a wish in writing that such cover is taken out. In this case there will be an option in return for an appropriate sum of money to take out a transportation of goods insurance policy providing a specific level of cover, which, in the event of loss or damage will cover the full value of the goods up to a maximum of € 50.000.00 per claim.

## **11. Information about data usage**

If trans-o-flex receives electronic postal addresses in connection with the sale of goods or service, this address shall be used for direct mail for its own similar goods or services. The Customer shall be entitled to raise an objection to data being used for this purpose at any time. No other costs shall be incurred for this other than the sending costs at basic rates. The objection may be sent in by post to trans-o-flex Express GmbH & Co. KGaA, Widerruf, Hertzstraße 10, 69649 Weinheim or by e-mail to [widerruf@tof.de](mailto:widerruf@tof.de).

## **12. Data protection**

- 12.1. trans-o-flex shall collect and process the Customer's personal data and that of its employees (hereinafter known collectively as "the Party concerned") only for carrying out its contractual obligations, as well as for invoicing and for commercial communication with the notified contact person.
- 12.2. The legal basis for the above-named data processing is the need to fulfil the contract (Article 6 Para 1 b of the GDPR [DSGVO]).
- 12.3. trans-o-flex shall be entitled to call in service providers for all logistics and haulage services; they shall obtain access to the personal data. These parties are in particular system partners.
- 12.4. It is not envisaged that the personal data will be sent to a third party country.
- 12.5. trans-o-flex shall save the personal data until the end of the contractual relationship and thereafter until the end of the statutory safekeeping periods.
- 12.6. If the Customer is a natural person, he shall be entitled to have information about data processing, as well as to have data corrected, deleted or restricted. In addition to this, this system partner shall be entitled to the above rights concerning a supervisory authority.
- 12.7. The Customer shall undertake to inform the Parties concerned about data processed in the name of trans-o-flex in the appendix "Information leaflet about data protection" (this can be downloaded from [https://www.trans-o-flex.com/wp-content/uploads/Terms\\_and\\_Conditions\\_Annex\\_Data\\_Privacy\\_Information\\_Sheet\\_2021-09-22.pdf](https://www.trans-o-flex.com/wp-content/uploads/Terms_and_Conditions_Annex_Data_Privacy_Information_Sheet_2021-09-22.pdf)). The format of the information shall be left up to the Customer, provided that it ensures that that all the Parties

concerned receive the necessary information.

- 12.8. The Data Protection Officer for trans-o-flex is Ms Vanessa Martin (eDSB) at intersoft Consulting Services AG, Beim Strohhaus 17 in 20097 Hamburg. You may contact him by e-mail at [Datenschutzbeauftragter@tof.de](mailto:Datenschutzbeauftragter@tof.de).

## **13. Written form**

Side agreements and agreements differing from the above must be made in writing to be legally valid. This shall likewise apply for the elimination of this requirement for written form by mutual consent.

## **14. Severability / Place of jurisdiction**

- 14.1. Should one of the provisions of these General T&Cs be invalid, the legal validity of the remaining provisions shall not be affected as a result thereof. The invalid provision is to be replaced by that provision which comes closest to its economic objective and is allowed by law.
- 14.2. The exclusive place of jurisdiction and place of fulfilment within Germany is Weinheim. Should another place of jurisdiction outside Germany be established by law as being mandatory, the Customer shall bear all fees, costs and expenses incurred in connection with every lawsuit successfully mounted against him.
- 14.3. Provided that nothing is specified otherwise above, the contractual relations between the Customer and trans-o-flex shall be governed by German law.