

SupplyX GmbH Customs Terms and Conditions
(hereinafter "Terms and Conditions")
Effective August 2026

§ 1 Scope

- (1) SupplyX GmbH (hereinafter: SupplyX) accepts orders relating to customs-related matters of any kind exclusively on the basis of these Terms and Conditions; this also applies if such orders are offered in combination with or in connection with freight forwarding or other logistics services provided by SupplyX. In this case, these Terms and Conditions apply in addition to SupplyX's freight forwarding terms and conditions, in particular the [General Terms and Conditions of Supply](#).
- (2) SupplyX offers its services exclusively to business entities as defined in § 14 of the German Civil Code (BGB).
- (3) These Terms and Conditions apply to all future business relationships between SupplyX and the Client. This applies even if they are not expressly agreed upon again.
- (4) Terms and conditions of any kind, whether those of the Client or of third parties, shall not apply, even if SupplyX has not specifically objected to their validity in individual cases or does not object to them. The Client's terms and conditions are hereby deemed to have been rejected. Even if SupplyX refers to an order, an order confirmation, or other correspondence (including emails or other electronic correspondence) that contains or refers to the Client's terms and conditions or those of a third party, this does not constitute consent to the validity of those terms and conditions.
- (5) These Terms and Conditions of Service shall also apply in addition to any individual agreement entered into between the Client and SupplyX regarding the provision of customs services, unless the application of these Terms and Conditions of Service has been expressly excluded.

§ 2 Communication / Conclusion of Contract / Customs Power of Attorney

- (1) All communication—in particular, offers, order details, and changes—must always be sent to the designated contact person or their representative, and a copy must be sent to the SupplyX general mailbox (CUSTOMS-INFO@supplyx.info).
- (2) Any price or fee quotes provided by SupplyX are non-binding and are considered an invitation to submit an offer. By sending a request for customs processing, the Client is merely submitting an offer.

- (3) SupplyX is free to accept or reject the offer. The offer is deemed accepted when SupplyX sends a corresponding order confirmation or begins performing individual services. In the latter case, the client waives the right to a confirmation of acceptance of the offer. If the client has submitted an offer for the performance of customs services for multiple shipments, the presumption of acceptance of the offer through performance of the service applies only to the respective shipment. Furthermore, the request is not deemed accepted merely because SupplyX does not object immediately upon receipt of the offer. In the absence of confirmation of acceptance of the offer—or, in the case of orders for multiple shipments, upon commencement of performance with respect to one shipment—it is the client's responsibility to inquire whether SupplyX has accepted the offer for the remaining shipments.
- (4) Prior to the performance of services by SupplyX, the Client must, without being asked, send SupplyX the original of a fully completed customs power of attorney, signed by an authorized signatory, for SupplyX or for third parties engaged to perform the services. Proof of authorization must be provided in writing (copy of identification and, if not signed by the legally authorized representatives, additionally a power of attorney from them). If the customs power of attorney and proof of authorization are not provided in original form or do not meet the requirements, SupplyX may refuse to execute the order. The commencement of service performance or the fulfillment of a previous order shall not be deemed a waiver of the above requirements.
- (5) The client must also have individually confirm any quote involving an order quantity exceeding the usual volume, even if a framework agreement or other individual arrangement has been made. In any case, the "usual volume" refers to an order quantity that exceeds the average volume ordered per calendar month over the last six calendar months, excluding order peaks.
- (6) For orders that are to be fulfilled immediately before, during, or after peak periods (such as Easter, Pentecost, long weekends, Christmas, and New Year's), the client is required to request confirmation from SupplyX as to whether fulfillment can be guaranteed at the desired time due to the increased workload. If no such request and subsequent confirmation are provided, the client agrees that the order will be fulfilled only after the peak periods have passed.
- (7) Unless expressly instructed otherwise, SupplyX is not obligated to execute the order immediately, but only to execute it within a reasonable time. In the absence of any other express agreement, execution within 12 days of the shipment's arrival at the port of receipt is deemed reasonable. Notifications from the client to SupplyX regarding time windows agreed upon with carriers, terminals, or warehouses do not constitute deadlines for the performance of customs services, unless SupplyX has expressly confirmed that performance will take place within those time windows. Furthermore, it is the Client's responsibility to ensure, by inquiring with SupplyX, that the customs services can be performed within the time windows applicable to the Client. SupplyX shall only be deemed to be in default regarding the performance of customs services upon receipt of a written notice of default setting a reasonable deadline.

§ 3 Services Provided by SupplyX

- (1) SupplyX offers the provision of customs services.
- (2) Upon acceptance of the order, for the purpose of customs processing—depending on the scope of the order—SupplyX provides, among other things, the filing of declarations for various customs procedures related to import and export clearance, as well as customs warehousing clearance, clearance under the NCTS procedure, the application for documents, non-binding tariff classification, the obtaining of a binding tariff ruling, the customs-related organization of the return and destruction of goods, post-clearance assessment, refunds and remissions, as well as Intrastat reporting on behalf of and for the account of the client.
- (3) The specific scope of services to be provided by SupplyX shall be agreed upon in a prior agreement between the Client and SupplyX.
- (4) Unless otherwise expressly agreed, the scope of the order for clearance for free circulation under customs law includes, at SupplyX's sole discretion, the advance payment of import duties (in particular customs duties and import sales tax).

- (5) Customs clearance by SupplyX shall be carried out in accordance with the applicable provisions of the UCC, UCC-DA, UCC-IA, Delegated Regulation (EU) 2015/2446, and Implementing Regulation (EU) 2015/2447.
- (6) Unless otherwise expressly agreed, SupplyX does not provide customs services in connection with the processing under customs control procedure nor does it act as an indirect representative.
- (7) SupplyX is not obligated to inform the client of any risks, missed deadlines, or potential objections by the authorities, unless these are obvious and the client is clearly unaware of them.

§ 4 Representation by the Client

- (1) If the Client is acting on behalf of the importer or exporter, or is not the importer or exporter itself for any other reason, the Client must provide SupplyX with proof of the importer's or exporter's identity sufficiently in advance of the commencement of the services and guarantees, regardless of fault, that it is authorized by the importer or exporter to place the order with SupplyX. The client warrants that it is either the purchaser of the goods to be declared, is acting on behalf of the purchaser, or is otherwise authorized to commission the customs clearance process.
- (2) The Client is aware that, by filing the customs declaration, the Client or the importer on whose behalf the Client is acting becomes the declarant within the meaning of the UCC.
- (3) The client or importer is entitled to a full input tax credit. The client agrees to notify SupplyX separately if the input tax credit does not apply.

§ 5 Compensation, Due Date, and Payment Obligations of the Client

- (1) SupplyX shall process orders in accordance with the individually agreed remuneration and/or service prices. Individual agreements regarding remuneration and service prices shall apply only for the agreed period and only to a predetermined volume (the decisive factor is the date of performance of the service, not the date of the order). Upon expiration of the agreed-upon term, the most recently agreed-upon compensation and service price arrangements shall continue to apply, unless the parties have expressly entered into new compensation and service price agreements. Remuneration is deemed to have been tacitly agreed upon; thus, in the absence of an individual remuneration and service price agreement, the remuneration and service prices customary in the locality at the time the orders are performed shall apply.
- (2) Remuneration does not cover unforeseeable costs and/or additional expenses incurred in the course of service performance that are not caused by SupplyX or its agents, e.g., the incurrence and handling of customs penalties, customs inspections, fact-finding, assignment fees, etc. These costs will be charged to the client on a time-and-materials basis per transaction, in accordance with the actual expenses plus a processing fee of EUR 85.00 (net) per hour or portion thereof.
- (3) Payment is generally due upon acceptance of the order and is immediately payable. Notwithstanding the foregoing, the Client is granted a payment term until the invoice is issued. Default occurs immediately on the day following the due date of payment. The voluntarily granted payment term may be revoked by SupplyX at any time with immediate effect and without stating reasons. A payment term agreed upon separately in the contract may be revoked with reasonable notice, provided the reasons are stated. Valid reasons include any type of late payment (including disputes over claims from previous shipments) as well as concerns regarding the client's financial capacity that are not entirely unfounded.

- (4) Reimbursement of out-of-pocket expenses, duties, fees, costs, and expenses of any kind is due upon payment or upon the date on which they became due for payment by SupplyX, and is immediately payable. Customs duties and taxes are considered to have been advanced at the time the SupplyX deferral accounts are used, regardless of whether the duties have already been collected or not. Default occurs immediately on the day following the due date of payment. Notwithstanding the foregoing, default is retroactively waived if the Client pays in full and without reservation within 3 days of notification. The provision regarding compensation applies accordingly to the revocation of payment terms.
- (5) If the Client is in default on the payment of remuneration claims, reimbursement of expenses, or other claims by SupplyX—whether under these Terms and Conditions or other orders placed with SupplyX for past or current orders—any granted payment term shall automatically expire. In the event of default on claims for remuneration, reimbursement of expenses, or other claims, the Client shall owe interest at a rate of 9 percentage points above the base rate.
- (6) SupplyX is generally entitled to switch to payment in advance for its claims for remuneration as well as for expected costs, expenses, reimbursement of expenses, or other payment claims.
- (7) SupplyX may at any time require the client to indemnify it against all taxes, fees, costs, or expenses.
- (8) The Client must reimburse taxes and fees or indemnify SupplyX against them upon request and pay costs or expenses even if the Client believes that the taxes or fees were incorrectly assessed or that the costs or expenses were unnecessary, unless SupplyX is responsible for the incorrect assessment of the taxes or fees due to willful misconduct or gross negligence, or the costs or expenses were obviously unnecessary and can be proven with liquid assets.
- (9) The Client shall have no right of retention, right of set-off, or defense based on prior performance or an unfulfilled contract arising from previous or current orders, unless its counterclaims have been legally established, acknowledged in writing by SupplyX, or are undisputed, due, and free of any defense.
- (10) Other expenses include, in particular,
 - a) the necessary legal costs incurred to defend against unjustified claims against SupplyX arising in connection with its activities on behalf of the client;
 - b) any customs penalties and late payment surcharges for advances made to the customs office;
 - c) the necessary personnel, overhead, and legal costs incurred to correct customs, tax, or other levy assessments;
 - d) the necessary costs arising from and in connection with required transshipments, presentations, and customs inspections, unless the items listed under b) and c) relate to events caused by SupplyX's willful misconduct or gross negligence.
- (11) Upon request, the Client will receive an invoice for each order. SupplyX issues either individual invoices (one per order) or consolidated invoices (e.g., weekly or monthly). Unless otherwise agreed upon, the method of billing is at SupplyX's discretion.
- (12) If the Client or the party it represents is in default of payment, SupplyX is also entitled to suspend services for orders placed as of that time, regardless of whether performance has already begun or not. Any further claims by SupplyX remain unaffected.

§ 6 Provision of Security by the Client

- (1) In the event of customs clearance via the NCTS procedure, as well as when using SupplyX's deferral accounts, SupplyX is entitled at any time to require the Client to provide a bank guarantee, waiving the defense of prior action (§ 771 BGB). The guarantee serves to secure SupplyX's claims against the client regarding potential import duties and any resulting penalty notices.
- (2) For customs clearance under the NCTS procedure, the security may amount to up to 25% of the customs value that

SupplyX is expected to clear during the first six weeks of its operations. If the security is requested at a later stage of the contractual relationship, it shall amount to up to 25% of the customs value of the goods cleared during the six weeks preceding the request.

- (3) The security for the use of SupplyX's deferred payment accounts may amount to up to 100% of the import duties that SupplyX is expected to pay during the first two months of its operations. If the guarantee is requested later in the course of the contractual relationship, it shall amount to up to 100% of the import duties for the last two months.
- (4) Either party may request an adjustment to the guarantee amount if the value of cleared goods in the three months prior to the adjustment request has changed by more than 15% compared to the value of goods or import duties on which the most recent security deposit was based.
- (5) The security shall generally be returned three years after the last customs debt or tax liability arising from a customs clearance has been incurred. This period is extended by the time elapsing from the filing of an appeal against tax assessment notices relating to customs clearances carried out under this contract until the final resolution of such proceedings. The security shall be reduced proportionally by the amount expected to be sufficient for the full satisfaction of the claims.

§ 7 Client's Obligations to Provide Documents

- (1) The Client is obligated to provide SupplyX with all documents necessary for customs clearance in each individual case.
- (2) These include, in particular:
 - a) Valid proofs of origin and proofs of preferential treatment, provided the client wishes to claim customs preferences;
 - b) Import and export permits;
 - c) Import and export licenses;
 - d) Certificates of end-use;
 - e) International import certificates;
 - f) Export licenses from the third country;
 - g) Monitoring documents and certificates of origin;
 - h) Commercial invoices and bills of lading;
 - i) Binding tariff information (BTI).
- (3) The Client warrants that it has verified the accuracy and completeness of the submitted documents.
- (4) The Client must notify SupplyX immediately upon becoming aware of any changes, additions, or other relevant information regarding its submission obligations.

§ 8 Client's Notification Obligations

- (1) The Client is obligated to provide SupplyX with the following information in a timely manner prior to the customs declaration:
 - a) all information required for the customs declaration, in particular all details regarding quantities, unit counts, contents, weights, and minimum import price regulations;
 - b) the CN code of the goods to be cleared, as well as the 11-digit commodity code for imports; if no CN code or 11-digit commodity code is available at the time of customs clearance, SupplyX is entitled to determine it

independently—express reference is made in this regard to § 15(1) of these Terms and Conditions;

- c) the utilization of import quotas limited by time or quantity.
- (2) The Client warrants that it has verified the accuracy and completeness of all details, notifications, and information, that it will respond to inquiries promptly to the best of its knowledge and belief, and that it will point out any special circumstances, particularly with regard to the goods.
- (3) “In a timely manner” means at least 5 business days prior to the planned import, unless otherwise agreed in writing. If the Client fails to comply with this obligation, the Client shall bear all direct and indirect damages arising therefrom, including any customs debt, late payment interest, interest on additional assessments, fines, or other levies; the Contractor shall be indemnified against such claims—subject to proof of a breach of duty on the part of the Contractor.
- (4) The Client must notify SupplyX immediately upon becoming aware of any changes, additions, or other relevant information regarding its notification obligations.

§ 9 Client's Obligations to Cooperate in the Transit Procedure

- (1) The client is responsible for the proper and timely presentation of the goods placed under the customs transit procedure. The client is liable, regardless of fault, for the proper completion (termination and settlement) of the procedure.
- (2) The client shall ensure that goods are accepted for transport only with the corresponding printout of the electronic NCTS transit declaration (transit accompanying document) and that they are presented unchanged at the customs office of destination within the specified time limit. The client shall ensure that the carrier/driver and all subsequent carriers are given the following instructions:
 - a) Transportation must take place via the route and border crossing points specified in the transit accompanying document. Any changes are permitted only with the express consent of the principal, SupplyX.
 - b) At the customs office of destination or the authorized consignee to whom the goods are delivered, the alternative proof of transit issued by the customs office of departure must be presented, stamped there, and returned to the principal, SupplyX. Address: SupplyX GmbH, Werner-Otto-Straße 1-7, 22179 Hamburg
 - c) In the event that the shipment is transferred to a subsequent carrier during transport, the carrier/driver is obligated to hand over all necessary documents and to inform the subsequent carrier of its obligations under the transit procedure.
 - d) The transshipment of goods under customs supervision to another mode of transport, as well as their unloading, may only take place under customs supervision. In the event of damage to the goods or tampering with the customs seal, the nearest customs office must be notified, or the incident must be reported to the nearest police station.
 - e) Immediately notify SupplyX of any circumstance that deviates from the normal course of transportation or prevents the delivery of the goods to the specified customs office of destination, first by phone and then by email to the responsible representative.
- (3) The Client shall be liable to SupplyX, regardless of fault, for any damages resulting from failure to comply with these notification obligations.
- (4) In the event of improper presentation under the NCTS transit procedure commissioned by the Client from SupplyX, the Client shall bear all necessary additional costs for processing reminder and search procedures. The client agrees to pay a minimum processing fee (NCTS repair fee) for improperly presented goods in the amount of EUR 400.00 net per NCTS procedure. Additional expenses will be billed separately based on time spent at a rate of EUR 85.00 per hour or fraction thereof.
- (5) If the transit declaration guarantee is utilized beyond the presentation deadline, the client shall bear 0.10% per day of

the duties guaranteed by the principal. SupplyX does not guarantee the permanent availability of a flat-rate transit declaration guarantee for the execution of NCTS transit procedures.

- (6) The principal shall bear the costs and tax disadvantages resulting from failure to present the goods or clear them through customs, or from loss, theft, or fraud, as well as from failure to complete the transit procedure or to complete it on time, or from the reopening of the transit procedure.

§ 10 Additional Obligations of the Client to Cooperate and Provide Documentation

- (1) The Client must, upon request, immediately provide the authorities with all requested documents at any time and/or grant the authorities access to the requested documents/data if SupplyX is contacted by the German authorities in connection with its activities on behalf of the Client. A copy must be provided to SupplyX without being asked.
- (2) The Client is liable for any damages resulting from a breach of this obligation to cooperate and shall immediately and fully indemnify SupplyX against any claims by involved parties or third parties arising from these obligations, as well as any legal costs, in their internal relationship.
- (3) Upon receipt of materials, documents, or information from SupplyX, the Client must immediately review them for completeness and accuracy. If the Client does not raise any objections to the content within 3 business days of receipt, the content shall be deemed to have been reviewed and approved in relation to SupplyX, unless the Client was unable to detect the incompleteness or inaccuracy even with the exercise of the utmost care, or SupplyX fraudulently or knowingly concealed the incompleteness or inaccuracy.

§ 11 Liability of the Client

- (1) The client's liability is governed by German civil law.
- (2) However, the Client shall be liable to SupplyX, regardless of fault, for its obligations to provide information and make disclosures, in particular the completeness and accuracy of all information (including the content of documents) necessary for SupplyX to perform the orders, unless the incompleteness or inaccuracy was not recognizable to the Client even with the exercise of the utmost care and could not have been avoided. In this case, the Client is liable only if at fault.
- (3) The Client shall bear all costs and tax disadvantages resulting from incorrect, incomplete, or late information, or from the failure to submit the necessary documents. The Client shall indemnify SupplyX against any and all claims by third parties, including customs and tax authorities, arising in connection with the services provided to the Client.
- (4) The Client and the importer are jointly and severally liable to SupplyX (Sections 421 et seq. of the German Civil Code (BGB)) for all costs and tax disadvantages incurred by SupplyX in connection with the execution of the order, unless the Client is the importer of the goods.
- (5) The Client hereby assigns to SupplyX all claims for damages and reimbursement of expenses against the importer arising from the importer's submission of the necessary information and documents in an incorrect, incomplete, or delayed manner.

§ 12 Right of Retention

- (1) Until the agreed-upon compensation, duties, and reimbursement of expenses have been paid in full, SupplyX shall have a right of retention with respect to all documents that SupplyX has received from the Client or third parties in connection with customs clearance. This right shall remain in effect even after the termination of the contractual relationship.
- (2) SupplyX may exercise a right of retention for due claims arising from other orders concluded with the Client, even if such claims are disputed.

§ 13 Lien

- (1) The Client grants SupplyX a lien on the shipments subject to customs clearance for all claims, in accordance with the provisions of the German Commercial Code (HGB) governing freight and freight forwarding. SupplyX acquires this lien either as an extension of the freight forwarder's and carrier's lien, provided that SupplyX has also been commissioned in this regard, or by taking possession itself or through a third party. In the latter case, the Client transfers possession to SupplyX at the time of customs declaration.
- (2) The lien serves as security for all existing, future, and conditional claims to which SupplyX is entitled arising from the respective business relationship with the Client.

§ 14 Right to Refuse for Good Cause

- (1) SupplyX reserves the right to refuse customs clearance for good cause.
- (2) Such good cause includes, in particular:
 - a) the client's default in payment;
 - b) missing documents required for a proper customs declaration;
 - c) an insufficient description of the goods.

§ 15 SupplyX's Obligations to Verify

- (1) SupplyX assumes no liability for the accuracy of any tariff classification (CN code) communicated to the Client, nor for information regarding the amount of duties. SupplyX determines the CN code to the best of its knowledge and belief and based on the information provided by the Client. Information regarding the amount of duties is always provided without warranty. The Client is advised that a binding tariff ruling (known as a VZTA) may be requested from the competent customs authorities.
- (2) SupplyX is not obligated to verify the completeness or accuracy of the details, documents, or information provided by the client, unless such information is clearly and obviously incomplete or incorrect.
- (3) SupplyX is generally not obligated to advise the client on potential optimizations.
- (4) SupplyX is not obligated to verify the feasibility and requirements for customs clearance at a preferential tariff rate or to inform the Client thereof. The obligation to obtain information regarding any customs exemptions and the documentation required in this regard rests solely with the Client as the importer of the goods, unless a separate written agreement to that effect is entered into.
- (5) SupplyX is not obligated to verify any infringement of industrial property rights, nor to verify prohibitions and restrictions (prohibitions on import, export, or transit) or foreign trade restrictions (in particular under the EC Dual-Use Regulation and the AWG/AWV). The client is solely responsible for conducting the relevant verifications. The results of these checks must be communicated to SupplyX in writing.
- (6) If SupplyX has reasonable grounds to believe that an order violates statutory prohibitions or public policy, SupplyX shall have no obligation to fulfill the order. Even in cases of force majeure, the client shall have no right to demand that SupplyX fulfill the order. In the aforementioned cases, SupplyX shall be entitled to terminate the order without liability. § 20 remains unaffected.

§ 16 Subcontractors

- (1) SupplyX is entitled to engage third parties, such as customs brokers, logistics companies, carriers, or freight forwarders, to perform its services. The client has the right to object only for good cause.

- (2) The Client agrees that these agents selected by SupplyX may handle customs clearance or perform individual services on its behalf within the scope of the respective order.
- (3) If SupplyX engages third parties to perform its services, SupplyX's liability is limited to the proper selection and supervision of such third parties, unless they are engaged as agents. The engagement of third parties in connection with the handling of the goods—such as transshipment, unpacking, packing, or packaging, and presentation for customs clearance—does not constitute the use of agents.
- (4) The third parties engaged by SupplyX may invoke these Terms and Conditions to the same extent as SupplyX.

§ 17 Data Storage , Data Processing, and Data Protection; Credit Bureaus

- (1) For the purpose of the contractually agreed-upon activities, SupplyX is entitled to store and use data. The Client expressly consents to the use and storage of the data for the aforementioned purpose.
- (2) SupplyX will, to a reasonable extent, ensure that the data is not accessible to unauthorized third parties and will take the measures necessary to meet confidentiality and data protection requirements within reasonable limits.
- (3) This also includes the right to verify the data submitted by customers in order to counteract any actions that violate the contract or the law.
- (4) This applies in particular in cases of suspected manipulation in connection with customs declarations or the entire customs clearance process.
- (5) SupplyX does not guarantee absolute data security against attacks by third parties.
- (6) The [privacy policy](#) published on the SupplyX website applies to data processing and data protection.
- (7) SupplyX is entitled, to the extent permitted by law, to assess the risk of payment defaults for the purpose of deciding on the establishment, performance, continuation, or termination of the contract. For this assessment, the freight forwarder will utilize the services of credit reporting agencies.

§ 18 Assignment

- (1) Any assignment of claims arising from the contractual relationship by the Client requires the prior consent of SupplyX.
- (2) Section 354a (1) of the German Commercial Code (HGB) remains unaffected.

§ 19 Insurance

- (1) SupplyX provides insurance coverage for the contractually agreed-upon activities in the following amounts:
 - a. Transport liability insurance for customs clearance contracts only:
 - Maximum of 75,000 EUR per claim
 - Maximum of 500,000 EUR per calendar year
 - b. For customs clearance orders in combination with logistics services:
 - Maximum of 250,000 EUR per claim
- (2) Maximum of 500,000 EUR per calendar year
 - c. Business liability insurance for statutory liability claims:

- Personal injury and property damage: 5,000,000 EUR
- (3) Financial losses: 1,000,000 EUR

§ 20 Liability of SupplyX

- (4) SupplyX is liable in accordance with statutory provisions, unless otherwise specified below.
- (5) Liability is excluded or limited in accordance with the following provisions.
 - a. SupplyX bears unlimited liability
 - i. in cases of willful misconduct,
 - ii. for damages resulting from injury to life, body, or health, and
 - iii. to the extent of any warranty assumed or procurement risk.
 - b. In cases of gross negligence, SupplyX is liable only for foreseeable damages typical for this type of contract, unless a case of unlimited liability applies.
 - c. In cases of simple negligence, SupplyX is liable only
 - i. for damages resulting from a breach of material contractual obligations (cardinal obligations); material contractual obligations are those whose fulfillment is essential for the proper performance of the contract and on whose compliance the contracting party may regularly rely.

In this case, liability is limited to foreseeable damages typical for this type of contract.
 - d. Otherwise, liability for simple negligence is excluded.
 - e. To the extent that liability exists in principle pursuant to Section 2.b., the amount of liability per claim is limited to
 - i. 50 times the remuneration (excluding taxes, reimbursement of expenses, or other costs) for the order,
 - ii. EUR 10,000,whichever amount is higher.
 - f. To the extent that liability exists in principle pursuant to Section 2.c., the amount of liability per claim is limited to
 - i. 10 times the fee (excluding taxes, reimbursement of expenses, or other costs) for the assignment,
 - ii. EUR 2,000,whichever amount is higher.
 - g. This limitation of liability to foreseeable damages typical for this type of contract corresponds to the insured amount under Section 19 of these Terms and Conditions, as it is proportionate to the risk of damage typical for this type of contract.
 - h. Liability for indirect and consequential damages is excluded, in particular for lost profits, production downtime, business interruption, loss of data, loss of use, lost savings, and financial losses resulting from third-party claims; this does not apply if a case of unlimited liability under paragraph 2(a) applies or if the damage results from a breach of a material contractual obligation. In the latter case, the limitation under paragraph 2(b) through (f) applies.
- (6) In the event of data loss, the Provider shall be liable only for the costs of restoring the data that would have been incurred even if the Contracting Party had performed proper and regular data backups; otherwise, liability for data loss is excluded, unless a case of unlimited liability under paragraph 2(a) applies.

- (7) To the extent that liability for damages toward SupplyX is excluded or limited, this also applies with respect to the liability for damages of employees, workers, staff members, customs agents, representatives, and vicarious agents.

§ 21 Statute of Limitations

- (1) The statute of limitations for claims by the Client against SupplyX, as well as for SupplyX's claims for remuneration, reimbursement of expenses, and indemnification, is determined by applying mutatis mutandis the provisions of the German Commercial Code (HGB) governing freight and freight forwarding, Sections 463 and 439 HGB. The Client is aware that the standard statute of limitations is therefore one year. These limitation provisions also apply to services that were not performed.
- (2) The statute of limitations begins upon completion of the service; if the service is not performed, it begins upon the placement of the order.
- (3) Notwithstanding paragraph (1), the statute of limitations for claims by SupplyX against the Client arising from duties, fees, penalties, interest, etc., subsequently assessed against SupplyX, regardless of their nature or the reason for them, is three years after the end of the year in which the relevant customs procedure was carried out, but no earlier than three months after such duties were levied, and in any case five years after the occurrence or omission of the event giving rise to the claim.

§ 22 Termination of the Contractual Relationship , Compensation, and Expiration of the Customs Power of Attorney

- (1) A contract may be terminated by the client at any time prior to its expiration.
- (2) If the client terminates the contract without good cause, SupplyX retains its claim to remuneration. For services already commenced, the claim to remuneration remains in full, less a 20% deduction for costs saved; for services not yet commenced, a claim to remuneration in the amount of 50% is deemed earned. The client remains free to prove that greater savings were achieved.
- (3) The customs power of attorney shall not expire until the completion of the last order that has not been terminated. The customs power of attorney shall continue to be valid even after termination, provided that SupplyX is still performing services for the client in connection with earlier orders, such as customs appeals. Upon completion of the last order, SupplyX shall return the power of attorney document at the client's request.
- (4) SupplyX retains a copy for regulatory review purposes.

§ 23 Amendments to, Deviating Agreements, and Information

- (1) SupplyX may amend these Terms and Conditions at any time with reasonable notice of 4 weeks. SupplyX will provide separate written notice of such amendments.
- (2) In the event of any material amendment to these Terms and Conditions that is disadvantageous to the Client, the Client may object to the validity of the amended Terms and Conditions and, if SupplyX does not remedy the objection, may terminate the contract. If the Client does not object within two weeks of receiving the notice of change or if the Client confirms the changes by placing an order or accepting the service following the notice of change, the amended Terms and Conditions shall be deemed agreed upon.
- (3) Any agreements between the Client and SupplyX that deviate from these Terms and Conditions must be in writing to be valid. A deviating agreement on the part of SupplyX may only be entered into by an authorized representative of SupplyX or by a SupplyX employee with express written authorization.
- (4) Any statements, information provided by telephone, or other communications—including those via messaging services or other communication channels—made by SupplyX employees shall not be considered binding unless they have been expressly confirmed in writing via email.

- (5) The foregoing also applies to any amendment to this formal requirement.

§ 24 Final Provisions

- (1) The contracting parties agree that Hamburg shall be the place of jurisdiction for all legal disputes arising from these Terms and Conditions. If customs services are provided in connection with freight forwarding or transportation services, the agreed-upon places of jurisdiction for such services shall apply as additional places of jurisdiction for SupplyX, to the extent they differ from these Terms and Conditions. For claims against SupplyX arising from the provision of customs services, Hamburg shall be the exclusive place of jurisdiction.
- (2) These Terms and Conditions are governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. This applies even if the Client is headquartered abroad and/or the customs clearance of the shipments takes place abroad.
- (3) Should individual provisions of these Terms and Conditions be or become legally or void in whole or in part, this shall not affect the validity of the remaining provisions or the or void part of the provision. A void or provision shall be replaced by a valid provision that most closely approximates the economic purpose of the void or provision.