General Terms and Conditions of SupplyX GmbH
Effective April 2026

The following General Terms and Conditions (hereinafter "GTC") apply to all contracts concluded between the **Client** and SupplyX GmbH (hereinafter **"SupplyX"** or **"Freight** Forwarder") regarding the arrangement of the shipment of goods or other services customary in the freight forwarding industry in connection with the transport or storage of goods. However, they do not apply to special services provided by SupplyX that are only related to such activities but are not specific to freight forwarding, in particular the provision of services related to customs clearance, logistical services, or additional digital services, for which separate terms and conditions apply in each case.

1. Applicability, Additional Terms and Conditions, Precedence of Mandatory Law, Customs Terms and Conditions

1.1. These General Terms and Conditions apply to all contracts and services provided by the freight forwarder for the arrangement of the shipment of goods or other services typical of freight forwarding in connection with the transportation or storage of goods.

1.2. Terms and conditions or other pre-formulated contractual provisions of any kind, whether of the Client or a third party, 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 or a third party's terms and conditions, this does not constitute consent to the applicability of those terms and conditions.

1.3. In addition to these General Terms and Conditions, Sections 15, 16, and 17 of the International Shipping and Transport Conditions (IVTB, as amended) shall apply, to the extent applicable; and—to the extent that these General Terms and Conditions do not apply to the provision of (additional) logistics services that are, how-ever, related to freight forwarding services and do not fall within the scope of other sets of terms and conditions of SupplyX—the Logistics General Terms and Conditions (www.dslv.org, in their most recent version) shall apply supplementarily to the extent that these General Terms and Conditions do not provide for such matters.

1.4. If SupplyX provides services related to customs matters of any kind, the SupplyX Customs Terms and Conditions (www.supplyx.info/en/downloads/customs-terms-and-conditions) shall apply exclusively to those services. This does not apply to services that fall within the actual scope of these General Terms and Conditions, such as freight forwarding services for the purpose of presenting goods for customs inspection, transshipments, etc.

1.5. Only mandatory statutory provisions, from which no deviation is permitted by way of pre-formulated contractual terms, take precedence over these Terms and Conditions.

2. Scope of Application

2.1. These Terms and Conditions apply to all transport contracts entered into by SupplyX as the contractor for all types of activities, regardless of whether they relate to freight forwarding, freight, warehousing, or other transactions typically associated with the freight forwarding industry (such as shipment tracking or transshipment).

2.2. These General Terms and Conditions also apply to all standard freight forwarding logistics services if they are related to the transportation or storage of goods, in particular to activities such as the formation of loading units, order picking, labeling and weighing of goods, and returns processing.

2.3. These General Terms and Conditions do not apply to transactions that exclusively concern the following:
- packaging work,
- the transportation and storage of goods to be towed or salvaged,
- the transportation of household goods,
- the storage and digitization of files; “files” include all types of physical and digital business papers, doc-uments, data carriers, and similar items used for the collection of information,
- heavy-load or oversized transport operations that require a transport permit or special exemption under traffic regulations, and crane operations and related assembly work.

2.4. These General Terms and Conditions do not apply to transport contracts with consumers as defined in § 13 of the German Civil Code (BGB). This offer is directed exclusively at business entities as defined in § 14 of the German Civil Code (BGB).

3. Communication, Placing Orders, Duty to Provide Information, Special Types of Goods

3.1. All communication—in particular, offers, order details, and changes—must always be sent by email to the contact person or their representative.

3.2. Any price or fee quotations provided by SupplyX are non-binding and shall be deemed an invitation to submit an offer. By sending an inquiry, the client is merely submitting an offer. A mere acknowledgment of receipt of the offer does not constitute acceptance. The offer is deemed accepted when SupplyX sends a correspond-ing order confirmation or begins performing individual services. In the latter case, the Client waives the right to confirmation of acceptance of the offer. If the Client has submitted an offer for multiple orders, the presumption of acceptance of the offer through performance of the service applies only to the respective shipment. Furthermore, the offer is not deemed accepted merely because SupplyX does not object immedi-ately 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, the client is responsible for inquiring whether SupplyX has accepted the offer for the remaining shipments.

3.2.1. Notwithstanding the preceding paragraph, SupplyX will, if possible, declare its acceptance of the offer within 72 hours. No confirmation of sufficient availability of equipment and cargo space on a specific mode of transport can be obtained from the selected carrier—particularly for rail or sea transport—at the time the of-fer is submitted. To the extent that the declaration of acceptance specifies a particular (rail or maritime) carrier or a particular mode of transport (train/ship) with a planned loading date, this information remains non-binding until the actual loading takes place.

3.2.2. Upon receipt of the acceptance notice or other acceptance of the offer, a contract is concluded between SupplyX and the client based on the terms and conditions set forth in the acceptance notice (including the booking confirmation).

3.2.3. If the Client has authorized the freight forwarder to allow its suppliers or other third parties designated by the Client to submit offers to SupplyX on its behalf, the above provisions shall apply mutatis mutandis. An order is therefore also concluded even if the client has not been separately informed of the submission of an offer by the supplier or a third party or of its acceptance. It is the client's responsibility to coordinate with its suppliers or designated third parties and to monitor their submission of offers.

3.2.4. An order is also concluded when the Client provides the freight forwarder with the necessary order data via another interface (e.g., a purchase order management system) or knowingly allows third parties to provide such data, and acceptance occurs in accordance with the provisions above.

3.3. The client is obligated to inform the freight forwarder in a timely manner prior to placing the order of all material circumstances affecting the execution of the order. This applies even if the freight forwarder does not expressly request this information from the client.

3.3.1. This includes all data relevant to the provision of services, such as addresses, codes, numbers, the number of packages or quantities specified in another manner, the type, nature, and characteristics of the goods (such as live animals and plants, perishability), HS code, gross weight (including packaging and loading equipment), delivery deadlines, and the value of the goods (e.g., for customs purposes or to insure the goods), as well as any proportionate insurance costs attributable to the goods. This applies regardless of whether the client is the shipper or the unloader.

3.3.2. In particular, the Principal must inform the freight forwarder of:
- all obligations under public law, e.g., customs law, foreign trade law (in particular embargoes relating to goods, persons, or countries), and security regulations,
- in the case of maritime transport, all data required under maritime safety regulations, such as the 1974 International Convention for the Safety of Life at Sea (SOLAS), in the prescribed form, including, but not limited to, the verified gross mass ("Verified Gross Mass") per container,
- third-party intellectual property rights, e.g., trademark and licensing restrictions associated with the possession of the goods, as well as legal or regulatory obstacles that prevent the fulfillment of the order,
- specific technical requirements for the means of transport and special cargo securing equipment that the freight forwarder is to provide.

3.3.3. Arranging the shipment of dangerous goods or other freight forwarding services related to the transport or storage of dangerous goods, as well as arranging the shipment of refrigerated goods and/or temperature-sensitive goods, requires a separate written agreement between the parties. The client is responsible for the lawful classification in accordance with the applicable regulations for dangerous goods (air, sea, road, inland waterways). The relevant data and, if applicable, additional information (such as a safety data sheet, etc.) must be provided for review in accordance with legal requirements and kept up to date prior to placing an order.
- In the event of a valid contract for dangerous goods—which must be concluded separately by booking the "Dangerous Goods" add-on option—the client must provide the carrier in writing with all information necessary for the execution of the order, such as the quantity, the exact nature of the hazard, the pre-cise classification in accordance with the relevant dangerous goods regulations, and – where necessary – the precautionary measures to be taken, and must hand over the necessary documents in a timely manner prior to the handover of the goods.

- Dangerous goods are goods that may pose an immediate danger to persons, vehicles, and the legal interests of third parties even during the normal course of transport, storage, or other activities. Dangerous goods include, in particular, goods that fall within the scope of applicable laws and regulations governing dangerous goods, as well as regulations concerning hazardous substances, water, or waste.

3.3.4. In the case of valuable goods or goods at risk of theft, the shipper must separately and expressly inform the freight forwarder in writing, as part of the order, of the nature and value of the goods and the existing risk, so that the freight forwarder can decide whether to accept the order or take appropriate measures to ensure the safe and damage-free execution of the order. Valuable goods are goods with an actual value at the place and time of pickup of at least 50 euros per kilogram or 10,000 euros per package. Goods at risk of theft are goods that are exposed to an increased risk of robbery and theft, such as cash, precious metals, jewelry, watches, gemstones, works of art, antiques, debit cards, credit cards, or other means of payment, securities, valuables, documents, spirits, tobacco products, consumer electronics, telecommunications equipment, computer equipment and accessories. The mere submission of shipping documents, commercial documents (commercial invoices, certificates of origin), customs documents, or other documents does not constitute a declaration of value by the client — and thus does not provide information regarding valuable or theft-prone goods — even if these documents contain value declarations or other relevant information. Even if SupplyX has handled the customs clearance of the goods, this does not constitute sufficient indication of valuable goods or goods at risk of theft.

3.3.5. If an order placed with the freight forwarder does not meet the requirements listed above, the freight forwarder is free to
- refuse to accept the goods,
- return goods already accepted or hold them ready for pickup, or to carry out the order without notifying the client and to demand additional, reasonable compensation if the safe and damage-free execution of the order entails increased costs.

If the freight forwarder refuses to accept the goods, the client will be notified via the online platform provided by the freight forwarder or by email.

3.4. The freight forwarder is not obligated to verify or supplement the information provided by the client, particularly with regard to any customs tariff number, weight specifications, hazardous materials specifications, or other relevant information provided by the client.

3.5. Notes such as "trade show goods" or "urgent," transit time, scheduled arrival, etc., do not oblige the freight forwarder to expedite the order (e.g., as an express shipment) or to ensure priority handling. SupplyX does not guarantee fixed dates, either for the loading or for the delivery of the goods. All information communi-cated to the client but not confirmed in writing as binding is considered only a non-binding estimate. SupplyX assumes no warranty, guarantee, or liability for its accuracy.

4. 4. Assumption of Additional Performance Obligations by the Freight Forwarder

4.1. Unless expressly agreed otherwise, the order placed with the freight forwarder does not include
- the packaging of the goods,
- weighing, inspection, or measures to preserve or improve the goods and their packaging, unless this is customary in the industry,
- the provision and exchange of pallets or other loading aids and packaging materials (pallets),
- the loading and unloading of the goods, unless the circumstances or commercial practice indicate otherwise. Drivers who assist with loading or unloading without a contractual agreement act exclusively on the instructions and under the supervision of the principal; they are the principal's vicarious agents and act at the principal's risk, unless the loading or unloading is carried out on their own initiative,
- return shipments, transshipments, and concealed additional cargo; a prohibition on transshipment (Section 486 of the German Commercial Code [HGB] does not apply).

4.2. If the freight forwarder conducts business in accordance with Section 4.1 in the client's interest or provides these services, the freight forwarder is entitled to remuneration customary in the locality and otherwise reasonable, even without a prior agreement. If, in deviation from the original order, one or more additional packages or other quantities or goods of a different nature (including different packaging, dimensions, or weight/specific gravity) are handed over for transport and the freight forwarder accepts them for transport, the freight forwarder and the client shall conclude a new contract of carriage regarding this amended order. Section 5.2 remains unaffected.

5. Contact Person, Electronic Communication, and Documents; Invoices

5.1. Unless otherwise provided for in these General Terms and Conditions or required by law, order processing and the exchange of information, statements, and inquiries for the performance of the contract shall take place electronically via the communication channels provided by SupplyX.

5.2. Unless expressly agreed otherwise, statements made by warehouse and driving personnel require approval by SupplyX to be valid.

5.3. The Client must ensure that the shipper or consignee, acting on behalf of the Client, provides the declarations required at the loading or unloading location for the performance of the transport contract and carries out the actual actions, such as the handover or acceptance of the goods. The shipper is the person from whom the goods are to be picked up in accordance with the transport contract or based on a valid instruction.

5.4. Invoicing shall be carried out exclusively electronically, provided that tax regulations do not preclude this.

5.5. If the contracting parties have agreed to the electronic exchange of data using electronic standards for the execution of the order, each party is entitled to create, transmit, and exchange declarations and notifications electronically (electronic data exchange), provided that the transmitting party is identifiable. The transmitting party bears the risk of loss and the accuracy of the transmitted data. Electronic data ex-change also includes electronic invoicing, provided that tax regulations do not preclude this.

5.6. Documents created electronically or digitally, in particular proofs of delivery, are equivalent to written documents. In addition, each party is entitled to archive written documents solely in electronic or digital form and to destroy the originals in compliance with statutory provisions.

5.7. In the event of damage to goods or damage resulting from delay, the freight forwarder must, at the request of the client or the consignee, immediately provide the latter with all information known to the freight forwarder that is necessary to secure claims for damages.

6. Customs Clearance and Other Legally Required Handling of the Goods

6.1. Customs clearance is subject to the separate General Terms and Conditions for Customs Clearance (http://supplyx.info/en/downloads/customs-terms-and-conditions) of SupplyX.

6.2. The client must provide the freight forwarder with all certificates and other documents and must furnish information (e.g., HS codes, permits, licenses, tariff classification, value of goods, any insurance taken out for the goods or the transport—including a pro-rata share in the case of group or corporate insurance poli-cies) necessary for the proper handling of the goods as requi-red by law—which also includes security checks, e.g., for air freight shipments. Documents and other records shall be provided in electronic form via the online platform provided by the freight forwarder. The originals must be surrendered upon justified request.

6.3. If the order placed with the freight forwarder concerns the transport of a shipment to a destination abroad, the freight forwarder is entitled to carry out customs, security, or other legally required procedures regarding the goods if, without such procedures, transport to the destination cannot be carried out. In doing so, the freight forwarder may:
- act on behalf of the client if authorized to do so.
- open packaging if this is necessary for the purpose of conducting a legally required inspection (e.g., the freight forwarder acting as a regulated agent) and subsequently take all measures necessary to fulfill the order, such as repackaging the goods. SupplyX's General Terms and Conditions for Customs Services may also apply in this regard.

6.4. If the order placed with the freight forwarder concerns a shipment subject to customs supervision, the freight forwarder is entitled to complete the necessary customs formalities and to advance the duties assessed by customs if, without doing so, the order cannot be fulfilled — in particular, delivery to the recipient — or cannot be fulfilled in a timely manner. Unless otherwise instructed regarding an import shipment, it shall be assumed in case of doubt that the freight forwarder is to advance the import duties. Furthermore, the freight forwarder is not obligated to verify the legality of any measure taken by customs or any other authority or private entity involved in the import of the shipment, to file an objection thereto, or to take any other action against orders relating to the shipment or goods.

6.5. If the freight forwarder handles the matters described in Sections 6.3 and 6.4 on behalf of the client or provides these services, the freight forwarder is entitled to compensation customary in the locality and otherwise reasonable, even in the absence of an agreement.

6.6. The Principal shall in any case be liable for the import duties advanced, regardless of their nature or amount and regardless of whether they were incorrectly assessed or not, as well as for all costs associated with customs processing, such as transshipments, temporary storage, or transfers, counts, surcharges, and ad-ditional costs for customs inspections and presentations, or other measures ordered by customs or third parties — particularly with regard to dangerous goods, etc. — provided the freight forwarder has advanced these expenses.

The freight forwarder's claim for reimbursement of expenses is due immediately and shall bear interest at a rate of 9 percentage points above the base rate from the date the expenses were advanced. Duties are deemed to have been advanced at the time the deferred payment account (for customs duties or import sales tax) of SupplyX is debited, not only upon collection of the amounts from this account. The obligation to pay interest is waived retroactively if the client settles the corresponding expense invoice in full within the payment term.

6.7. Where SupplyX advances import duties of any kind and amount – regardless of whether they were incorrectly assessed or not – SupplyX is entitled to a one-time processing fee and a one-time capital provision fee in addition to its claims for reimbursement of advanced expenses with interest. Unless otherwise agreed, the processing fee is EUR 25, and the capital provision fee is 2 percentage points of the advanced duties.

6.8. The client is free to provide the freight forwarder with an advance payment prior to the advance payment. In this case, the interest and the capital provision fee are waived. The expenses will be offset against the advance payment. In any case, the processing fee is due.

7. The Client's Packaging and Labeling Obligations

7.1. The consignments must be clearly and permanently marked by the client with the information necessary for their proper handling in accordance with the order, such as addresses, symbols, numbers, and symbols indicating handling instructions and characteristics; old markings must be removed or rendered illegible.

7.2. In addition, the client is obligated to

7.2.1. to mark packages belonging to a single shipment so that they are easily recognizable as belonging together,

7.2.2. prepare packages in such a way that access to the contents is not possible without leaving externally visible traces (adhesive tape, strapping, or similar materials are sufficient only if they are custom-designed or otherwise difficult to counterfeit; wrapping with film is permitted only if it is firmly heat-sealed),

7.2.3. in the case of a shipment to be processed as groupage freight consisting of several pieces or units with a girth (largest circumference plus longest edge) of less than 1 m, to combine them into larger packages,

7.2.4. for a shipment to be processed as hanging freight consisting of multiple pieces, these must be combined into handle units in closed sleeves,

7.2.5. on packages weighing at least 1,000 kg gross weight, affix the weight marking required by the law governing weight markings on heavy cargo items transported by ship,

7.2.6. to pack valuable goods or goods at risk of theft in neutral packaging.

7.3. If the packages do not meet the conditions specified in Sections 7.1 and 7.2, Section 3.2.5 shall apply accordingly.

8. Freight Forwarder’s Cargo Securing and Inspection Obligations

8.1 If loading or unloading takes place at more than one location, SupplyX must ensure that the cargo is secured at all times with respect to the goods already on the vehicle or remaining on it.

8.2. The freight forwarder is obligated, to the extent technically and practically feasible in the normal course of business, to inspect the packages at transfer points after taking delivery of the goods to verify their completeness and identity, as well as for externally visible damage and the integrity of seals and closures, and to document any irregularities (e.g., in the accompanying documents or by means of a special notification).

8.3. A transfer point is any transfer of packages from one legal entity to another, any transshipment from one vehicle to another, and any (interim) storage.

9. Receipt

9.1. 9.1. The freight forwarder is obligated, at the client’s request, to acknowledge receipt of the goods – with reser-vations if applicable – in electronic form. With the receipt of goods, the freight forwarder confirms only the number and type of packages, but not their contents, value, weight, or quantities specified in any other manner.

9.1.1. In the case of pre-loaded or closed loading units such as containers or swap bodies, and where data has been provided in advance by the client, the accuracy of a receipt of goods regarding the number and type of loaded packages is deemed to be refuted if the freight forwarder immediately reports any discrepancies (in quantity) or damage to the client after unloading the loading unit.

9.1.2. In the case of bulk goods, truckloads, containers, or other pre-loaded loading units, the receipt does not constitute a binding confirmation of the gross weight or any other specified quantity of the goods.

9.2. As proof of delivery, the freight forwarder must request a delivery receipt from the consignee for the packages specified in the order or in other accompanying documents, provided that such a receipt is customarily issued. If the consignee refuses to issue the delivery receipt, the freight forwarder must seek instructions, to the extent that this is possible in the normal course of business. The consignor may request the delivery receipt in electronic form only within twelve months after delivery of the goods.

9.3. If a freight bill, ocean waybill, bill of lading, or consignment note is used, these shall be deemed to serve as a receipt of acceptance or delivery. Sections 9.1 and 9.2 apply accordingly.

10. Instructions

The freight forwarder is obligated to comply with any instructions regarding the goods issued to him after the conclusion of the contract, unless the execution of the instruction threatens to cause disadvantages for the operation of his business or damage to the consignors or consignees of other shipments. If the freight forwarder intends not to follow an instruction given to him, he must immediately notify the person who gave the instruction.

11. Freight Payment, Cash on Delivery

11.1. The principal's instruction that the shipment be dispatched carriage forward or that the shipment be executed, e.g., in accordance with the Incoterms, at the expense of the consignee or a third party, does not affect the principal's obligation to the freight forwarder to bear the remuneration as well as other expenses (e.g., freight charges, customs duties and other charges, detention, demurrage, and storage fees). Cash-on-delivery instructions, e.g., pursuant to § 422 HGB or Art. 21 CMR, remain unaffected.

11.2. A notification pursuant to Section 11.1 does not constitute a cash-on-delivery instruction.

12. Failure to Comply with Loading and Unloading Times, Demurrage

12.1. If the client is responsible for loading or unloading the vehicle, they are obligated to adhere to the agreed-upon loading or unloading time or, failing that, a reasonable loading or unloading time.

12.2. In the absence of an agreement, the loading or unloading time for road vehicles – regardless of the number of shipments per loading or unloading location – is

12.2.1. goods loaded onto pallets of any kind:
- up to ten Euro-pallet spaces: a maximum of 30 minutes,
- up to twenty Euro-pallet spaces: a maximum of 60 minutes,
- For more than twenty Euro pallet spaces, a maximum of 90 minutes;
- For each full 20-foot standard container, a maximum of 120 minutes,
- A maximum of 120 minutes per full 40-foot standard or high-cube container,

12.2.2. In all other cases, for goods (excluding bulk goods) with a handling weight
- up to three metric tons: a maximum of 30 minutes,
- up to seven metric tons: a maximum of 60 minutes,
- over seven metric tons: a maximum of 120 minutes.

12.2.3. The loading or unloading time begins upon the arrival of the road vehicle at the loading or unloading location (e.g., notification to the gatekeeper) and ends when the client has fully fulfilled its obligations. However, if the use of a time-slot management system has been agreed upon for the road vehicle's arrival at the loading or unloading location, the loading or unloading time shall not begin before the agreed-upon time for the vehicle's arrival.

12.2.4. If the loading or unloading time is exceeded due to a contractual agreement or for reasons not attributable to the freight forwarder, the client must pay the freight forwarder the agreed-upon demurrage charge—or, failing that, a reasonable demurrage charge—as compensation.

12.2.5. The foregoing provisions apply mutatis mutandis
- if the client is obligated to make the goods available for loading or to accept them after unloading,
- in the event of interruptions in transport that are not attributable to the freight forwarder's sphere of risk, provided that, notwithstanding Section 12.2, a waiting period of 30 minutes shall be deemed agreed upon in the absence of a specific agreement.

13. Impediments to Performance, Force Majeure, Sea Transport

13.1. If the freight forwarder is unable to take delivery of the goods or cannot do so in a timely manner, the freight forwarder must notify the client immediately and obtain appropriate instructions. Section 419 of the German Commercial Code (HGB) applies mutatis mutandis.

13.2. Impediments to performance that are not attributable to the sphere of risk of either contracting party shall release the contracting parties from their performance obligations for the duration of the disruption and to the extent of its effects. Such impediments to performance include force majeure, civil unrest, acts of war or terrorism, strikes and lockouts, governmental measures, blockades of transportation routes, and other unforeseeable, unavoidable, and serious events, including, in particular, the direct or indirect effects of pandemics. Disruptions, failures, or other events affecting the freight forwarder's or a third party's technical systems that prevent or delay the proper performance of services shall also be deemed impediments to performance, provided that such events were not culpably caused by the parties themselves.

13.3. The specific route of a sea transport is not guaranteed, even if previous shipments were made on a specific route. It does not constitute a deviation from the sea route if the ocean carrier deviates from the original route or does not call at a specific port for justified reasons. Taking into account the nature of bulk cargo operations when shipping containerized goods (liner service), a deviation is considered justified if the destination can only be reached by the ocean carrier under difficult conditions, such as a blockage of a sea route, congestion in front of or within the port or access routes, lack of unloading capacity, or terminal strikes. The ocean carrier is not obligated to give equal weight to the principal's interests and those of other parties with an interest in the cargo and, therefore, to interrupt the voyage and wait until the principal's goods can be un-loaded. The ocean carrier's regular course of business is considered to be of overriding importance.

13.4. In the event of an impediment to performance, each contracting party is obligated to notify the other party immediately.

14. Delivery

14.1. If unloading does not commence within the unloading period (Section 12), SupplyX is entitled to regard this as an obstacle to delivery. In this case, the freight forwarder must notify the client immediately and obtain appropriate instructions. Section 419 of the German Commercial Code (HGB) applies accordingly.
14.2. If the freight forwarder has reached an agreement with the client or consignee whereby delivery is to take place without physical handover to the consignee (e.g., night, garage, or conveyor belt delivery), delivery is deemed to have taken place upon the actual placement of the goods at the agreed-upon location.

15. Freight Forwarder's Duty to Provide Information and Deliver Goods

15.1. The freight forwarder is obligated to provide the client with the necessary information via the online platform or, at the freight forwarder's discretion, by email or telephone; to provide information on the status of the transaction upon request; and to render an account after its execution; however, the freight forwarder is only obligated to disclose costs if acting on behalf of the client.
15.2. The freight forwarder is obligated to return to the client everything it receives for the performance of the transaction and everything it obtains in the course of conducting the transaction. This does not apply to electronic documents, records, certificates, or other information for which it is only required to provide a copy (electronically).

16. Storage

16.1. Storage shall take place, at the freight forwarder's discretion, in its own or third-party storage facilities. If the freight forwarder stores the goods with a third-party warehouse operator, it must immediately notify the client of the operator's name and the storage location in electronic form or, if a warehouse receipt has been issued, note this information on the receipt.

16.2. The client, who inspects the storage facilities or has them inspected, must raise any objections or complaints regarding the storage of the goods or the choice of storage facility without delay. If the client does not exercise this right of inspection, the client waives any objections to the manner of storage that would have been detectable upon inspection, provided that the selection of the storage facility and the storage were carried out with the care expected of a prudent freight forwarder.

16.3. The principal who inspects stored goods or arranges for them to be inspected must observe the freight forwarder's business hours and, at the freight forwarder's request, agree that the inspection take place only in the freight forwarder's presence.

16.4. The client who performs any actions on the goods (e.g., taking samples) must, at the freight forwarder's request, determine the quantity, weight, and condition of the goods jointly with the freight forwarder. If the client fails to comply with this request, the freight forwarder's liability for damage discovered later is excluded, unless the damage is not attributable to the actions performed on the goods.

16.5. The client is liable for all damage caused by the client, the client's employees, or agents to the freight forwarder, other warehouse tenants, or any other third parties when entering the warehouse or when entering or driving onto the warehouse premises, unless the client, the client's employees, or agents are not at fault.

16.6. Unless otherwise agreed
- acceptance for storage begins upon unloading the delivering vehicle, and delivery ends upon loading the picking-up vehicle
- inventory management is carried out by the freight forwarder's warehouse accounting department or, at the freight forwarder's discretion, by the actual warehouse operator;
- no physical inventory is taken, unless the client requests it and agrees to bear the costs thereof.

16.7. If, after the conclusion of the contract, the freight forwarder has reasonable doubts as to whether its claims are secured by the value of the goods, it is entitled to set a reasonable deadline for the client to either secure the freight forwarder's claims or arrange for the goods to be stored elsewhere. If the client fails to comply with this request, the freight forwarder is entitled to terminate the contract without notice.

17. Quotations and Compensation Agreements, Validity Period, Order Volume, Peak Periods

17.1. The freight forwarder's fee quotations and agreements with the client regarding prices and services always refer solely to the specifically listed services, goods of normal size, normal weight, and normal condition, and a substantially unchanged volume of goods, orders, or quantity structure. They presuppose normal, unchanged transport conditions, unimpeded transport routes, the possibility of immediate onward shipment, the continued applicability of the freight rates previously underlying the agreement, exchange rates and tariffs, unchanged data processing requirements, quality agreements, and procedural instructions, as well as unchanged public levies, energy, and personnel costs, unless the changes were foreseeable given the circumstances at the time the contract was concluded.

17.2. Unilateral changes made by the shipper regarding the scope of the services to be performed—in particular, changes in weight or quantity, but also changes in the nature of the goods, especially if they are dangerous goods—result in the freight forwarder no longer being bound by its original offer. The client shall bear all additional costs incurred as a result of the changes and shall also owe the freight forwarder a corresponding additional fee.

17.3. If a cash-on-delivery or other collection order is withdrawn after the start of transportation, or if the amount to be collected from the consignee is not received, the freight forwarder may nevertheless charge a commission.

17.4. Fee quotes or other price or freight agreements between SupplyX and the client are valid only to the extent, within the time period, and for the volume specified in the fee quote or other price or freight agreement. In the absence of an express agreement, a price or freight agreement is valid for a maximum of three months and for a maximum of 5 TEU per week. If the parties have entered into a price or freight agreement for a planned total volume within a specific period, the agreed-upon freight rate applies only to the total volume and only to the extent that the total volume is evenly distributed over the period—that is, provided it involves regular shipments with roughly consistent volumes on the same route. Even in the case of price or freight agreements, the client may not require SupplyX to ship the planned volume in one or more large shipments (which would not correspond to an even distribution over the period).

17.5. Remuneration offers or other price or freight agreements apply only to the period specified in the offer. If the shipment falls into a later period—for example, due to delayed feeder services or a postponement of the actual departure of the means of transport compared to the original estimate (week, month, or quarter) than that on which the compensation offer or other price or freight agreement was based, and if the freight rates for this new period have increased by more than a negligible amount (more than 10%), SupplyX is entitled to charge the client the higher freight rate then in effect. The sole determining factor is the date of the actual start of the main leg of transport (excluding feeder services).

18.Freight Forwarder's Expenses, Downtime, and DEM/DET; Right to Indemnification

18.1. The freight forwarder is entitled to reimbursement of expenses that it could reasonably deem necessary under the circumstances, in particular contributions to general average proceedings, detention or demurrage charges, wharfage fees, and additional packaging to protect the goods. With regard to the currently applicable detention or demurrage charges, wharfage rates, and free time periods, please refer to the SupplyX website (www.supplyx.info/en), unless these have been sent separately to the client.

18.2. SupplyX's rates and grace periods apply only during the specified period and are updated regularly. The rate applicable to detention or demurrage applies even if SupplyX has agreed upon different grace periods or rates with the shipowner or terminal operator.

18.3. The free time granted in accordance with the rate schedule applies even if the client accepts empty containers and the vessel's arrival is delayed for reasons beyond SupplyX's control. In this regard, the client must regularly check the vessel's opening and closing times. Costs for detention or demurrage are therefore considered necessary even if the contractor accepts the empty containers so early that the granted grace periods are sufficient in relation to the scheduled vessel times but not until delivery to the terminal, the delivery and dwell times at the terminal, and the actual vessel departure.

18.4. The accrual of detention, demurrage, or storage costs is not interrupted or limited by the Principal's declaration that it is abandoning the goods, canceling the order, or intending to purchase the container. If the shipper or its consignee fails to accept the goods, regardless of the legal basis, or if delivery is not possible for any other reason, the obligation to pay the costs for detention, demurrage, storage, or customs custody only when the container has been returned or the carrier, the terminal operator, or other responsible party has otherwise agreed to the settlement.

18.5. Irrespective of the due date of any claims for costs and reimbursement of expenses, SupplyX is entitled, at the latest as soon as the free time periods have expired, to take all measures it deems necessary, in particular to mitigate damages, such as unpacking the goods, storing the goods (in a bonded warehouse, if necessary), returning the goods, or destroying the goods. This does not apply as long as the client covers the anticipated costs and expenses by providing SupplyX with a regular advance payment.

18.6. If the client instructs the freight forwarder to accept goods and, upon delivery to the freight forwarder, storage fees, freight charges, cash-on-delivery charges, customs duties, taxes, or other levies or expenses are demanded, the freight forwarder is entitled, but not obligated, to advance these costs—to the extent that the freight forwarder could reasonably deem them necessary under the circumstances—and to demand reimbursement from the client. In the absence of express instructions to the contrary from the client, the freight forwarder may assume that the costs, etc., demanded upon receipt of the goods are justified and that the freight forwarder should advance the funds.

18.7. The fee does not cover unforeseeable costs and/or additional expenses incurred in the course of performing the services that are not caused by SupplyX or its agents, e.g., costs for correcting and/or reissuing a waybill, bank waivers, obstacles to transportation and/or delivery that exceed a reasonable extent, etc. These costs will be charged to the client on a time-and-materials basis, plus a processing fee of EUR 85.00 (net) per hour or fraction thereof, per transaction.

18.8. The freight forwarder's claim for reimbursement of expenses or out-of-pocket costs is due immediately and shall bear interest at a rate of 9 percentage points above the base interest rate from the date of the expense or outlay.

18.9. The client must immediately indemnify the freight forwarder upon first request for expenses such as freight claims, contributions to general average proceedings, customs duties, taxes, and other costs, fees, or levies imposed on the freight forwarder—in particular as the person authorized to dispose of or as the possessor of third-party goods—provided that the freight forwarder is not responsible for such expenses due to conduct in breach of its duties.

18.10. The client shall also indemnify the freight forwarder and its vicarious agents against all claims by third parties if and to the extent that such claims are attributable to the client or its vicarious agents.

18.11. The freight forwarder is also entitled to charge the principal for any special fees, surcharges, charges, premiums, surcharges, or other additional costs levied by third parties who carry out the transportation, provide services in connection therewith, or otherwise handle the goods, the freight forwarder is entitled to charge these to the client even if the freight forwarder provides its services on a fixed-cost basis and such cost items are not typically included in the fixed costs.

19. Invoices, Foreign Currencies, Due Dates, Payment Terms

19.1. Invoices from the freight forwarder for due amounts are payable immediately. The due date for payment does not depend on the presentation of a proof of delivery. Unless otherwise agreed or specified, the freight forwarder's claims for payment become due immediately upon invoicing and shall accrue interest at a rate of 9 percentage points above the respective base interest rate per annum from the due date. The due date for claims for reimbursement of out-of-pocket expenses and other costs is governed by the provisions above. No late payment interest shall accrue if the client makes payment immediately and the funds are credited to the freight forwarder's account within 3 days of the due date. Discounts are granted only by express agreement.

19.2. Payment for freight is due upon acceptance of the goods. Any individually granted payment terms are subject to revocation at any time. They automatically lapse if the client is in default on payment of other claims.

19.3. SupplyX is entitled to suspend services after the expiration of the deadline set in the second reminder until the due and undisputed claim has been settled. Furthermore, SupplyX may require advance payment in the event of a lapse in credit insurance coverage. In addition, SupplyX is entitled to demand a bank guarantee in the event of a lapse in the client's credit insurance coverage.

19.4. The freight forwarder is entitled to require payment from foreign clients or recipients, at its discretion, in their local currency or in euros.

19.5. If the freight forwarder is owed a foreign currency or advances funds in a foreign currency, it is entitled to demand payment either in that foreign currency or in euros. If it demands payment in euros, the conversion shall be based on the exchange rate on the day the transport begins, plus a one-time exchange rate risk surcharge to be agreed upon individually, which, in the absence of such an agreement, shall amount to 5 percentage points.

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19.6. Payment by credit note must be expressly agreed upon. Irrespective of this, credit notes must be issued and paid immediately upon rendering of services.

20. Set-off, Retention

20.1. Set-off against claims arising from the transport contract and related non-contractual claims, as well as the exercise of rights of lien and retention against SupplyX, is permitted only if the due counterclaim is undisputed or has been legally established. To the extent that the Client is entitled to a right of lien or retention, it may exercise such right only to the extent correspon-ding to the counterclaim, plus a reasonable sur-charge of up to one-third of the counterclaim. The exercise of a right of lien or retention to which the Client is entitled against the freight for-warder's claims under the freight contract is excluded with respect to the portion of the coun-terclaim that exceeds this amount, even if this concerns incorrect, excessive, or insuffi-cient taxes, customs duties, or other expenses. The Client's right to receive a proper invoice remains unaffected.

20.2. The freight forwarder is entitled to set off any claims of the client, regardless of their legal basis, against claims arising from any other transport contract concluded with the client or to exercise a right of retention.

20.3. The freight forwarder is entitled, even in the absence of reciprocity, to set off claims against the client against claims against the freight forwarder by companies controlled by or affiliated with the client, provided that the client holds 50% or more of the shares in such a company (subsidiary) or is controlled by such a company to the extent of 50% or more (parent company), or if the client's parent company holds 50% or more of the shares in an affiliated company (sister company); however, this applies only if the company in question was or is itself a client of the freight forwarder.

21. Freight Forwarder's Right of Lien and Right of Retention / Defense of Uncertainty

21.1. To secure its claims arising from services under the contract of carriage, the freight for-warder may invoke the statutory liens and rights of retention to which it is entitled.
21.2. The sale of the pledged property shall be conducted in accordance with statutory provisi-ons, provided that
- when exercising the carrier's or shipper's statutory right of lien, the notice of intent to sell the goods under lien and the required notifications must be addressed to the consignee,
- the one-month period specified in § 1234 of the German Civil Code (BGB) is replaced by a one-week period.
21.3. The principal is entitled to prohibit the exercise of the right of retention by providing equiva-lent security for its claims, such as a directly enforceable bank guarantee.

21.4. If the conditions are met, the freight forwarder is entitled to raise the defense of lack of security pursuant to § 321 BGB. With regard to the freight forwarder's claims, SupplyX is also entitled to raise the defense of uncertainty even if the claims arising from the order have not yet become due. SupplyX may conclude, in particular but not exclusively, that the client lacks the financial capacity to justify the raising of the defense of uncertainty if the client has failed to fully or properly satisfy due claims for remuneration, claims for reimbursement of expenses or out-of-pocket costs, or requests for advance payments—including those arising from previous orders—have not been met or have been met only partially, unless the client has, for its part, legitimately exercised a right of lien or retention (Section 20.1).

22. Insurance of the Goods

22.1. The freight forwarder shall arrange for insurance of the goods (e.g., transport or storage insurance) with an insurer of its choice, provided this has been expressly agreed upon. If the freight forwarder is unable to obtain insurance coverage due to the nature of the goods to be insured or for any other reason, the freight forwarder must notify the client of this without delay.

22.2. The freight forwarder is entitled, but not obligated, to arrange insurance for the goods if this is in the client's interest. The freight forwarder may assume that arranging insurance is in the client's interest, particularly if
- the freight forwarder has arranged insurance under a previous contract of carriage,
- the consignor has specified a value of the goods for insurance purposes in the order.

22.3. In particular, there is no presumption of an interest in obtaining insurance if
- the client prohibits the procurement of insurance in writing,
- the consignor is a freight forwarder, carrier, or warehouse operator.

22.4. The freight forwarder shall decide, in accordance with due diligence, on the type and scope of the insurance and shall take out the policy on standard market terms, unless the client issues the freight forwarder with different instructions in writing, specifying the sum insured and the risks to be covered.

22.5. If the freight forwarder arranges insurance in the principal's interest, collects compensation, or performs other activities in connection with the settlement of insurance claims and accidents, the freight forwarder is entitled to the remuneration agreed upon at the time the order was placed and, in the absence of such an agreement, to remuneration customary in the locality or otherwise reasonable, in addition to reimbursement of his expenses.

23. Liability of the Freight Forwarder, Assignment of Claims for Compensation

23.1. The freight forwarder is liable for damages in accordance with statutory provisions. However, the following provisions apply unless mandatory legal provisions or provisions set forth in these General Terms and Conditions stipulate otherwise.

23.2. In all cases where the freight forwarder is liable on a fault-based basis for loss or damage to the goods (goods damage) pursuant to Sections 24.3 and 25, the freight forwarder shall provide compensation for value and costs in accordance with Sections 429, 430, and 432 of the German Commercial Code (HGB) instead of damages.

23.3. In the event of inventory discrepancies, if there are both shortages and surpluses for the same client, the freight forwarder may, in the cases covered by Section 25, offset the value of the inventory to determine the compensation for value.

23.4. If the freight forwarder has claims against a third party arising from a loss for which the freight forwarder is not liable, or if the freight forwarder has claims for compensation against a third party that exceed the freight forwarder's own liability, the freight forwarder must assign these claims to the client upon the client's request, unless the freight forwarder, by special agreement, assumes the pursuit of the claims for the client's account and risk. Sections 427 and 509 of the German Commercial Code (HGB) remain unaffected. The freight forwarder may refuse to assign the claims for compensation and/or to hand over records and documents, and may refuse to proceed further, until its claims for remuneration have been fully satisfied, unless the principal has, for its part, validly declared a set-off or exercised a right of retention in accordance with Section 20. Any delays and resulting consequences shall be borne by the client.

23.5. All dates and times specified for the departure and arrival of any vessel and/or other means of transport and/or for the delivery of the goods are—even if not expressly stated—to be understood merely as estimated dates and times.

24. Limitations of Liability

24.1. The freight forwarder's liability for damage to goods pursuant to § 431(1), (2), and (4) of the German Commercial Code (HGB) is limited as follows, with the exception of damage arising from pure maritime transport and storage arranged by the freight forwarder:

24.1.1. to 8.33 Special Drawing Rights per kilogram if the freight forwarder

24.1.1.1. a carrier within the meaning of § 407 HGB,

24.1.1.2. a freight forwarder acting on its own account, a fixed-cost freight forwarder, or a consolidated cargo freight forwarder within the meaning of §§ 458–460 HGB, or

24.1.1.3. a freight forwarder acting in a custodial capacity within the meaning of § 461(1) of the German Commercial Code (HGB);

24.1.2. to 2 Special Drawing Rights per kilogram instead of 8.33, if the principal has concluded a contract of carriage with the freight forwarder for transport by various modes of transport, including maritime transport, and the place where the damage occurred is unknown. If the place where the damage occurred is known, liability is determined in accordance with § 452a HGB, taking into account the exclusions and limitations of liability set forth in these General Terms and Conditions.

24.1.3. If the freight forwarder's liability under Section 24.1.1 exceeds 1 million euros per claim, its liability is further limited to a maximum of 1 million euros or 2 Special Drawing Rights per kilogram per claim, whichever amount is higher.

24.2. The freight forwarder's liability for damage to goods is limited, in the case of a contract of carriage involving purely maritime transport and in the case of cross-border transport, to the maximum liability amount prescribed by law for such transport. Section 26 remains unaffected.

24.3. In cases not covered by Clauses 24.1 and 24.2 (such as § 461(2) HGB, §§ 280 et seq. BGB), the freight forwarder's liability for damage to goods is, in principle, excluded in cases of simple negligence on the part of SupplyX or its vicarious agents and, furthermore, limited in amount as follows pursuant to § 431 (1), (2), and (4) HGB:

24.3.1. in the case of a contract of carriage involving purely maritime transport or transport by various modes of transport including maritime transport, to 2 Special Drawing Rights per kilogram;

24.3.2. for all other contracts of carriage, to 8.33 Special Drawing Rights per kilogram.

24.3.3. Furthermore, the freight forwarder's liability is limited to a maximum of 1 million euros per claim.

24.4. The freight forwarder's liability for damages other than damage to goods—with the exception of damages arising from ordered storage, personal injury, and property damage to third-party goods—is excluded in principle for simple negligence on the part of SupplyX or its vicarious agents and is further limited in amount as follows:

24.4.1. to three times the amount that would be payable in the event of loss of the goods pursuant to Sections 23.3.1 or 23.3.2, and

24.4.2. insofar as the damage is attributable to a delay of any kind, to three times the amount owed for the cost of transportation.

24.4.3. Furthermore, the freight forwarder's liability is limited to a maximum of 100,000 euros per claim.

24.4.4. Sections 413(2), 418(6), 422(3), 431(3), 433, 445(3), 446(2), 487(2), 491(5), 520(2), 521(4), and 523 of the German Commercial Code (HGB), as well as corresponding liability provisions in international conventions from which no deviation is permitted by way of pre-formulated contract terms, remain unaffected.

24.5. If the carrier's liability under sections 24.1 through 24.4 exceeds 2 million euros per loss event, its liability—regardless of how many claims are asserted in connection with a single loss event— further limited to a maximum of 2 million euros per incident or 2 Special Drawing Rights for each kilogram of lost or damaged goods, whichever amount is higher; if there are multiple claimants, the freight forwarder shall be liable pro rata in proportion to their claims.

25. Limits of Liability for Ordered Storage, Inventory Counts, and Value Declarations

25.1. The freight forwarder's liability for damage to goods is limited as follows in the case of sto-rage at the freight forwarder's direction

25.1.1. in accordance with Section 431(1), (2), and (4) of the German Commercial Code (HGB), to 8.33 Special Drawing Rights per kilogram,

25.1.2. up to a maximum of 25,000 euros per claim.

25.1.3. if a client's loss consists of a discrepancy between the target and actual inventory levels, the freight forwarder's liability—notwithstanding Section 25.1.2—is limited to 50,000 euros per year, regardless of the number and type of inventories conducted and the number of claims cau-sing the inventory discrepancy.

25.2. Prior to storage, the client may, upon payment of an additional fee to be agreed upon, spe-cify in writing a value for an increase in liability that exceeds the maximum amounts specified in Section 25.1. In this case, the specified value shall replace the applicable maximum amount.

25.3. The freight forwarder's liability for damages other than damage to goods—with the excepti-on of personal injury and property damage to third-party goods—is limited, in the case of arran-ged storage, to

25.3.1. 25,000 euros per claim and

25.3.2. insofar as the damage is attributable to a delay of any kind, to 10 times the amount owed for the storage of the goods during the period of delay.

25.4. The freight forwarder's liability—with the exception of personal injury and property dama-ge to third-party goods—is in any case, regardless of how many claims are asserted arising from a single incident, limited to 2 million euros per incident in the event of ordered storage; if there are multiple injured parties, the freight for-warder is liable pro rata in proportion to their claims. Section 25.2 remains unaffected.

26. Exclusion of Liability for Maritime and Inland Waterway Transport

26.1. Pursuant to Section 512(2)(1) of the German Commercial Code (HGB), it is agreed that the freight forwarder, in its capacity as a carrier, shall not be liable for the fault of its employees or the ship's crew if the damage resulted from conduct in the navigation or other operation of the ship, but not in the course of taking measures undertaken primarily in the interest of the cargo, or by fire or explosion on board a vessel. To the extent that the maritime carrier is liable for failure to meet delivery deadlines, delays, or postponements, the foregoing shall also apply in this respect.

26.2. To the extent that the freight forwarder is liable for damages resulting from delays in its capacity as a carrier, the freight forwarder's liability is limited to three times the amount owed for the cost of transportation.

26.3. Pursuant to Art. 25(2) of the CMNI, it is agreed that the freight forwarder, in its capacity as carrier or actual carrier, shall not be liable for damages caused

26.3.1. caused by an act or omission of the ship's captain, pilot, or other persons in the service of the ship or of a push or towboat during the navigation or the formation or dissolution of a push or tow convoy, provided that the freight forwarder has fulfilled its obligations under Article 3(3) of the CMNI with respect to the crew, unless the act or omission is committed with the intent to cause the damage, or recklessly and with the knowledge that such damage would likely occur,

26.3.2. are caused by fire or explosion on board the vessel, unless it is proven that the fire or explosion was caused by the fault of the freight forwarder, the performing carrier, or their employees or agents, or by a defect in the vessel,

26.3.3. are attributable to defects in his own vessel or in a leased or chartered vessel that existed prior to the commencement of the voyage, provided that he proves that the defects could not have been discovered prior to the commencement of the voyage despite the exercise of due care.

26.4. Section 23.4 remains unaffected.

27. Non-Contractual Claims

27.1. The foregoing exclusions and limitations of liability also apply mutatis mutandis to non-contractual claims in accordance with Sections 434 and 436 of the German Commercial Code (HGB). Sections 413(2), 418(6), 422(3), 431(3), 433, 466, § 487(2), § 491(5), § 520(2), § 521(4), and § 523 of the German Commercial Code (HGB), as well as corresponding liability provisions in international conventions from which no deviation is permitted by way of pre-formulated contractual terms, remain unaffected.

28. Gross Negligence

28.1. The exclusions and limitations of liability set forth in Sections 23.2, 23.3, 24.3, and 24.4 in conjunction with 24.5, 25, and 27 shall not apply if the damage was caused:

28.1.1. by willful misconduct or gross negligence on the part of the freight forwarder or its agents, or

28.1.2. by a breach of material contractual obligations, in which case claims for damages are limited to foreseeable, typical damages. Material contractual obligations are obligations whose fulfillment is essential for the proper performance of the contract of carriage and on whose observance the contracting party may reasonably rely.

28.2. Notwithstanding Section 28.1.2, the limitations of liability in Sections 25.1 and 25.2 shall not apply only in the event of a grossly negligent or intentional breach of essential contractual obligations.

28.3. Section 435 of the German Commercial Code (HGB) remains applicable in the cases covered by Section 24.1 and Section 507 of the HGB for a contract of carriage involving purely maritime transport in the cases covered by Section 24.2.

28.4. Clause 28.1 does not apply to statutory provisions such as Art. 25 MÜ, Art. 36 CIM, or Art. 21 CMNI, which extend the freight forwarder's liability or broaden the attribution of fault to employees or other third parties.

29. Freight Forwarder's Liability Insurance

29.1. The freight forwarder shall take out liability insurance with an insurer of its choice that covers its liability under the contract of carriage pursuant to these General Terms and Conditions to the extent of the standard liability limits.

29.2. It is permissible to agree on a maximum indemnity per claim, per loss event, and per year; likewise, it is permissible to agree on a reasonable deductible.

29.3. Upon request, the freight forwarder shall provide the client with proof of valid liability insurance coverage.

30. Data Processing and Data Protection; Credit Bureaus

30.1. The privacy policy published on the SupplyX website and the data protection guidelines (www.supplyx.info/en/data-privacy) apply to data processing and data protection.
30.2. To the extent permitted by law, the freight forwarder is entitled to assess the risk of non-payment for the purpose of deciding whether to enter into, perform, continue, or terminate the contract. For this assessment, the freight forwarder will utilize the services of credit reporting agencies.

31. Termination of Orders

31.1. In addition to the freight forwarder's other rights, the right to terminate the contract for cause remains unaffected. Good cause is deemed to exist, in particular, if

31.1.1. the client defaults on two or more overdue payments and the default continues for more than one week after receipt of a further demand for payment in which the freight forwarder has threatened termination or reserved the right to do so;

31.1.2. it can no longer reasonably be expected to continue the contract for any other reason attributable to the other party, taking into account the circumstances of the individual case and the interests of both parties, in particular if circumstances attributable to the other party give reason to believe that the other party will be permanently unable to fulfill its obligations under this contract;

31.1.3. the principal fails to provide necessary information or documents; or

31.1.4. the client has been in default on more than three or more of the freight forwarder's due claims within a period of 2 months.

32. Place of Performance, Jurisdiction, Governing Law

32.1. The legal relationship between the freight forwarder and the client shall be governed exclusively by German law.

32.2. The place of performance is Hamburg.

32.3. The place of jurisdiction for all legal disputes arising from the contract of carriage, attempts to enter into such a contract, or in connection therewith is Hamburg for all parties involved, provided they are merchants. This place of jurisdiction is exclusive for claims against the freight forwarder. The foregoing exclusive jurisdiction provision applies as an additional jurisdiction provision in the case of Art. 31 CMR and § 46(1) CIM, but not in the case of Art. 39 CMR, Art. 33 MÜ, or Art. 28 WA.

33. Amendments, Deviating Agreements, and Information

33.1. SupplyX may amend these General Terms and Conditions at any time with reasonable notice of 4 weeks. SupplyX will provide separate written notice of such amendments.

33.2. In the event of any material amendment to these General Terms and Conditions that is disadvantageous to the Client, the Client may object to the validity of the amended General Terms and Conditions and, if SupplyX does not remedy the objection, may terminate the agreement. If the Client does not object within two weeks of receiving the notice of amendment or if the Client confirms the amendment by placing an order or accepting the service following the notice of amendment, the amended Terms and Conditions shall be deemed agreed upon.

33.3. Any agreements between the Client and SupplyX that deviate from these General 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.

33.4. 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.

33.5. The foregoing also applies to any amendment to this formal requirement.