

**1. Validity**

- 1.1. With the product SLYNX ("SLYNX"), SLYNX GmbH & Co. KG provides its customers with an electronic platform ("platform") for submitting transport requests and issuing and executing transport contracts. With the use of the platform on the part of the customer, a usage contract is concluded under the following conditions.
- 1.2. The provisions of the transport order and, in addition, these General Terms and Conditions (GTC) in their latest version as well as the General German Freight Forwarders' Terms and Conditions ("ADSp") in their latest version and the statutory provisions shall apply to the use of the platform, the placing of transport orders and transport orders resulting therefrom, insofar as they are not contractually modified. General terms and conditions of the customer do not apply, even if they have been made known to SLYNX.
- 1.3. Individual agreements made between the customer and SLYNX in individual cases, including ancillary agreements, additions and amendments to the user agreement or the transport order, must be made in writing and confirmed in writing by SLYNX in order to be valid.
- 1.4. SLYNX reserves the right to charge a fee for the use of the platform and to change it if necessary. The announcement of a fee or its amendment shall be made with a notice period of 30 days at the beginning of the following calendar month. If the customer refuses his consent to the fee regulation, the user agreement ends at the time provided for the entry into force of the fee, without the need for termination by the customer.

**2. Use of the SLYNX platform**

- 2.1. The platform developed by SLYNX offers a digital marketplace where transport requests for the transport of goods by customers can be made and freight contracts concluded with SLYNX. The customer receives current information about the transport process via the platform and all transport documents including the invoice are provided via the platform.
- 2.2. The commissioned service is generally limited to pure transport; other services such as stopovers, logistics services, warehouse, will only be taken over if these are expressly provided for on the platform and explicitly included in SLYNX's offer.
- 2.3. For the transport request and registration on the SLYNX platform, complete and correct information on the fields identified as customer information on the platform is required. The registration also confirms that the registrant is entitled to represent and sign for the customer. The customer undertakes to keep the customer information up to date at all times and to promptly update any changes.
- 2.4. After registration of the customer on the platform, the customer is released for use by SLYNX.
- 2.5. To facilitate this, in particular in the case of repeated orders, the customer can have a user account ("SLYNX account") set up.

- 2.6. The customer is responsible for all declarations, entries or other activities that are made under his registration or on his SLYNX account. The customer shall take appropriate measures to prevent access by third parties to his registration or to the SLYNX account, e.g. by secure storage of access data and the use of a strong password.
- 2.7. The customer is not entitled to allow third parties to access the platform by means of his registration or his SLYNX account. An assignment of the rights of the customer from the user agreement to third parties is not permitted.

### **3. Technical requirements**

- 3.1. The use of the SLYNX platform requires an Internet connection. The establishment and availability of the technical access requirements, including any costs of the Internet or mobile phone provider, are the responsibility of the customer.
- 3.2. As part of the processing of transport orders, the customer ensures that a responsible person can be reached by telephone and that the telephone number or e-mail address or Internet connection is indicated in the order confirmation.
- 3.3. The customer shall ensure that the prerequisites for the use of the platform within his area of responsibility are met. These include, in particular, an up-to-date current operating system, an up-to-date browser, up-to-date browser plug-ins and sufficiently powerful computers or mobile devices.
- 3.4. SLYNX assumes no liability for the uninterrupted availability and functionality of the platform and the services offered on the platform. Limitations may arise in particular from necessary maintenance work and updates, force majeure or due to malfunctions of the Internet or electronic communication. However, SLYNX will endeavour to announce any foreseeable interruptions, in particular for maintenance work, in good time.

### **4. Term and termination of the user relationship**

- 4.1. The user relationship exists for an indefinite period after successful registration.
- 4.2. The user relationship can be terminated by either side at any time without giving reasons with a notice period of 5 days to the end of a month by written declaration (in text form, also via the platform).
- 4.3. Existing orders or other obligations that have arisen during the term of the usage relationship via the platform will continue to be processed via the platform until they are terminated.

## 5. Conclusion of transport contracts

- 5.1. Transport orders are processed via the platform exclusively via the transport partners proposed by SLYNX. Transport requests by the customer must contain at least the following information:
- Company of client
  - Registered office
  - VAT Number
  - Pick-up and delivery addresses
  - Contact persons at the customer and recipient
  - The time required for the execution of the contract
  - Description as well as dimensions and weight of the transported goods
  - Confirmation that these are not prohibited goods within the meaning of para. 7.
- 5.2. The receipt of a transport request by the customer is confirmed by SLYNX on the system side; the receipt confirmation from SLYNX is not considered as order acceptance. The price for the transport request is determined individually and is independent of previous requests. There is no obligation to accept the request and SLYNX has sole discretion to do so. After receipt of a transport request from the customer and tendering of the transport service by SLYNX via the platform and after evaluation of the best service offers, the customer receives a binding order confirmation from SLYNX for the execution of the transport service. With the order confirmation by SLYNX, a transport order is concluded between the customer and SLYNX on the conditions of the confirmed offer on the basis of the GTC.
- 5.3. SLYNX is entitled to cancel the order if the customer details from para. 5.1 are incomplete or incorrect or there are actual indications of insufficient solvency, in particular late payment.
- 5.4. The order can be cancelled by both parties by written notification via the platform with a notice period of 24 hours before the start of the order execution. If the deadline falls on a weekend or public holiday, it shall be extended by these days. If the customer cancels the order without observing the period of 24 hours before the start of the order execution, SLYNX is entitled to demand a flat-rate cancellation fee of one third of the freight charge and a maximum amount of EUR 350. If the cancellation is only declared after the transport partner has already reached the loading point, the agreed freight is to be paid in full by the customer.

## 6. Services and obligations

- 6.1. SLYNX takes over the transport of the goods in groupage and direct transport. The selection and commissioning of service providers to carry out the transport as well as the choice of the mode of transport, the route and the means of transport are at the sole discretion of SLYNX.
- 6.2. The customer must ensure the handover and acceptance of the transported goods. Unless otherwise agreed, the transport order applies from the curb/loading dock of the sender to the curb/loading dock of the receiver. In this case, the customer shall ensure the proper loading and unloading of the goods.

- 6.3. The customer is responsible for the correct addressing and provision of all necessary transport documents as well as for the timely provision of the transport goods.
- 6.4. If the transported goods cannot be collected for reasons for which SLYNX is not responsible, SLYNX will immediately obtain the instructions of the customer on the execution of a further, but then separately remunerated, collection attempt regardless of the claim for reimbursement of the costs of the futile collection attempt and a standstill fee for waiting time.
- 6.5. The invoice for the transport order is electronically entered into the platform by SLYNX and sent by e-mail. The customer waives the issuance of an invoice in paper form. Any complaints must be made within 5 working days.
- 6.6. The customer is obliged to pay the remuneration agreed in the transport order plus VAT and any costs incurred; the invoice amount is due for payment within 5 banking days. If payment is not made on time, default will occur even without a reminder.
- 6.7. Contrary to Section 11.2 ADSp 2017, the contractually owed waiting time for loading and unloading or for other reasons is limited to a total of 60 minutes. Each additional hour commenced will be invoiced to the customer in the amount of €30 (plus VAT). The same applies if the transported goods are not received by the recipient or an authorised person who is ready to receive them at the announced time.
- 6.8. In the case of loading of the transported goods on pallets, lattice boxes or other means of loading, there is an obligation to return such means of loading only if such an obligation has been expressly agreed separately. The same applies to the recycling of packaging materials.
- 6.9. Any taxes, duties or fees attributable to the load are to be compensated by the customer; an obligation to pay such taxes, costs or duties is not assumed.
- 6.10. Complaints due to delay, loss or damage to the transported goods must be reported to SLYNX digitally via the platform without delay, accompanied by the supporting documents. Simultaneously with the assertion of claims due to possible transport or delay damages, the customer assigns to SLYNX all claims against the performing service provider that he may be entitled to due to law; SLYNX accepts the assignment.

## **7. Prohibited goods**

- 7.1. The following goods are excluded from transport:
  - Dangerous goods within the meaning of the ADR
  - Goods of which the possession or dispatch is prohibited
  - Waste materials and other goods whose transport requires a special official permit
  - Live or dead animals
  - Plants (live)
  - Perishable or temperature-controlled goods (in particular fresh food)
  - Heavy goods and excessively large loads which cannot be loaded to or unloaded from usual means of transport
  - Systems

- Money as coins and notes, jewellery, cheques, credit cards, valid telephone cards, certificates, securities of all kinds
- Antiques, works of art
- Alcohol (duty unpaid), spirits (duty unpaid)
- Personal effects
- Fibres
- Spices, raw coffee, raw cocoa, nuts
- Documents, deeds
- Bijouterie, real pearls, gemstones, articles made from precious metals and gemstones
- Household goods, unpackaged goods and damaged goods
- Intoxicants, drugs and psychotropic substances
- Explosive, highly flammable or radioactive substances
- Weapons, in particular firearms or parts thereof, imitation weapons or ammunition
- Freight which, by reason of its nature or packaging, constitutes a danger to the carrier or to the general public, or freight which may contaminate or damage the property of others.

When confirming the order via the platform, the customer also confirms that no prohibited goods are handed over for transport.

- 7.2. SLYNX is entitled – but not obliged - to open and check the shipments in the event of suspicion of the presence of prohibited goods. The acceptance of such goods by SLYNX does not constitute consent or subsequent approval of the transfer of prohibited goods.
- 7.3. The customer is obliged to package the transported goods securely and assumes responsibility for this. SLYNX is entitled, but not obliged, to check the correctness of the packaging. The acceptance of transported goods can be refused if transport goods are clearly not securely packaged.

## **8. Liability**

- 8.1. The statutory provisions of the German Commercial Code (HGB) apply to mutual liability in the event of damage.
- 8.2. The liability of SLYNX for loss and damage is limited to 8.33 special drawing rights for each kilogramme of the gross weight of the freight (§ 431 para.1 and 2 HGB). For damage caused by delay, the maximum liability applies pursuant to §431(3) HGB. In all other cases, liability is excluded, unless there is intent or gross negligence. This disclaimer does not apply
- a) to injury to life, body or health; or
  - b) for damages resulting from the breach of material contractual obligations (obligation whose proper fulfilment constitutes a condition sine qua non and on the fulfilment of which the customer regularly relies and may rely); in this case our liability is however limited to the reimbursement of the foreseeable, typically occurring damages.

- 8.3. At the request of the customer and at the customer's expense, SLYNX shall take out separate goods transport insurance for the customer.
- 8.4. A declaration of value or interest for the freight (Art. 24 and 26 CMR; ADSp 21.2.2) is only possible in conjunction with goods transport insurance booked and paid for by the customer, without recourse against carriers.

## **9. Confidentiality, data protection, platform rights**

- 9.1. The parties are obliged to treat as confidential all information that has become known to them on the occasion of the execution of the transport order and that is not publicly accessible and to use it only for the purpose of the execution of the transport services. In particular, they undertake to keep tacit knowledge of all internal operations and confidential matters of the other party that come to their knowledge within the scope of the cooperation confidential. This obligation shall continue for a period of 2 years after termination of the cooperation.
- 9.2. Both parties undertake to comply with the statutory provisions on personal data protection, in particular the General Data Protection Regulation. The [data protection agreement](#) of SLYNX is available to the customer.
- 9.3. By registering on the platform, the Customer acknowledges SLYNX's exclusive rights to the platform. He undertakes not to make any modifications to the software or in any other way to the platform or to influence the functionality of the platform in any other way. The transport partner shall ensure that no viruses or other harmful software enter the platform via his data. The customer undertakes not to make or distribute any copies of the platform; the customer retains the right to print out his order documentation.

## **10. Credit information**

- 10.1. For the purpose of the credit check, SLYNX is entitled to obtain creditworthiness information on the person of the client.
- 10.2. For the purpose of deciding on the establishment, implementation or termination of the contractual relationship, probability values are collected or used, the calculation of which includes, inter alia, address data.

## **11. Final provisions**

- 11.1. The GTCs are subject to change. The latest version of the Terms of Use and General Terms and Conditions announced by SLYNX via the platform shall apply, unless the customer objects

to any changes immediately, at the latest within 14 days of their notification in writing (text form is sufficient).

11.2. German law will apply. The place of performance is Mühlacker.

11.3. The exclusive place of jurisdiction for all claims against SLYNX is Mühlacker.