

General terms and conditions for the use of mobilog AG's online platform

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1. Scope

These general terms and conditions (hereinafter '**GTC**') apply to the use of the online platform (hereinafter '**online platform**') of mobilog AG (hereinafter '**mobilog**') as well as to all legal transactions concluded between mobilog and the customer via the online platform. The online platform is operated by mobilog.

mobilog reserves the right to change these GTC at any time. The version of these GTC in force at the time of the legal transaction will be authoritative and can not be unilaterally amended for this legal transaction. Any terms and conditions of the customer that conflict with or deviate from these GTC will not be recognised and will not be applicable.

The offer on the online platform is aimed exclusively at commercial customers. The transportation services exclusively comprise the carriage of goods by road to addresses in Switzerland and Liechtenstein. Unless explicitly stipulated otherwise below, the following provisions apply to the transportation of all goods (e.g. vehicles, spare parts, etc.). The offer is valid as long as mobilog's services are advertised on the online platform.

2. Supplementary provisions

Unless otherwise stipulated in the GTC, the 'General terms and conditions for transport within Switzerland/General freight carrier liability terms (GFCLT)' in accordance with **Enclosure 1** of the GTC in the version applicable at the time of conclusion of the legal transaction (hereinafter '**GTC GFCLT**') apply to transportation in addition to the GTC.

In the case of contradictions, these GTC take precedence over the GTC GFCLT.

Deviating individual agreements between the customer and mobilog take precedence over these GTC and the GTC GFCLT; such individual agreements are not effective unless in written form.

3. Order placement and packaging

After successful registration, mobilog offers the customer the possibility of ordering services, in their own name and at their own expense, directly via the online platform.

When placing an order, the customer must provide all the necessary information and upload files that are required for the logging and proper processing of the order. This includes, in particular, the recipient's full address, precise details of the type and scope of the goods to be transported and any instructions regarding the special nature of the goods to be transported or other special delivery requirements. The transportation of vehicles to or from private accommodation cannot be carried out for logistical reasons. If mobilog discovers that the customer has ordered the transportation of a vehicle that cannot be carried out due to logistics,

mobilog reserves the right to cancel the order retrospectively without the customer being entitled to any compensation.

The customer shall provide suitable packaging. The customer is obliged to affix any transport/delivery labels indicated in the order confirmation to the goods to be transported in order to ensure they can be tracked.

The customer is obliged to provide all information correctly, completely and truthfully when placing the order. Any disadvantages, damages or losses resulting from the omission or inaccuracy of such information shall be borne by the customer. mobilog shall not be liable for compensation in this respect.

4. Conclusion and fulfilment of the contract

The services and prices displayed on the online platform are deemed to be an offer by mobilog. However, this offer is always subject to availability.

The contract for the individual service is concluded as soon as the customer receives the electronic order confirmation incl. order number from mobilog, subject to availability.

mobilog is entitled to perform the services itself in whole or in part, or to have them performed by third parties.

5. Order changes

Existing transportation orders for which the pick-up of the goods is still outstanding can be changed or cancelled by the customer free of charge via the online platform up until no later than 5 pm on the day before the pick-up is due to take place. If the customer wishes to make changes to existing orders after this deadline, they must contact mobilog's support team.

6. Prices

mobilog will invoice the prices listed in the order confirmation in Swiss francs. The prices are exclusive of value added tax (VAT) in each case. VAT is shown separately on the invoice.

The right is reserved to pass on additional taxes, charges or costs that arise after conclusion of the contract and that were not caused by mobilog or over which mobilog has no control, such as fuel surcharges, congestion surcharges or additional costs caused by the customer or consignee, e.g. due to late notification of subsequent order changes or cancellations, waiting times caused by the customer/consignee, or special delivery specifications, dangerous goods or special transportation.

7. Invoicing/payment

In the absence of any agreement to the contrary, invoices shall be issued on an order-by-order basis. Invoices from mobilog are to be paid in full by the date stated on the invoice and shall not be offset. In the case of bank/postal transfers, the incurred fees/charges are to be paid by the customer. mobilog has the right at any time to demand advance payments or other collateral as part of the contractual processing of the services.

If payment is not made by the date stated on the invoice, the customer will automatically fall into arrears without the need for a reminder from mobilog. The default interest rate is 5 percentage points per annum.

Objections to invoices are to be raised and substantiated in writing within 30 days. Otherwise, the invoices will be deemed to be accepted. The customer may only offset mobilog claims or assert a right of retention if the counterclaim is undisputed or a legally binding title exists.

mobilog reserves the right to send information such as invoices or credit notes to the customer using telecommunications. mobilog further reserves the right to charge the customer for additional expenses incurred at the customer's request (e.g. paper documents) commensurate with the expenses incurred.

mobilog reserves the right to assign all rights, in particular the right to recover a debt, to third parties.

8. Use of the online platform

mobilog will provide the customer with a login (combination of username and password) to access the online platform. The customer is responsible for ensuring that the login credentials are kept confidential and that unauthorised third parties cannot gain access to them.

Every customer has a user profile on the online platform in which they can manage their address, contact details and vehicles, view updates about the status of their orders, and send any enquiries or complaints via a form.

The customer is obliged to keep their details listed in the user profile up to date at all times, in particular the address and contact details. All disadvantages, damages or losses resulting from incorrect, incomplete or untrue information provided by the customer shall be borne by the customer.

The customer will receive a limited, free-of-charge, revocable, non-exclusive, non-transferable right to access the mobilog online platform in accordance with the provisions of these GTC and to use it in accordance with these GTC. The customer is not entitled to grant sub-licences.

This platform is operated with the help of servers that can only be accessed via an online connection. The customer acknowledges that mobilog does not guarantee continuous or constant availability and functionality of the online platform. mobilog has the right at any time to further develop and/or adapt the online platform or its functionality for optimisation or other purposes, as well as to restrict the scope of the functionalities or to temporarily shut down the online platform in whole or in part, (e.g. for maintenance purposes).

In particular, the customer expressly waives the right to claim damages, lost profits or other contractual or non-contractual claims against mobilog due to partial or total interruptions or shutdown of the online platform and any associated data loss. Users of the platform are responsible for the appropriate protection and backup of their data and content in each case.

mobilog reserves the right to suspend the customer's access to the online platform, to block the customer's account or to delete it entirely if the customer violates the right of use in

accordance with these GTC or if taking such actions prevents or stops a breach of applicable law or public morals. The same applies if the existence and/or functionality of the online platform is jeopardised by the customer. In that case, the customer shall compensate mobilog for the resulting damage.

9. Dangerous goods and special transportation

When transporting dangerous goods, the customer is responsible for ensuring that the applicable laws and regulations for dangerous goods are complied with. In particular, the customer is responsible for ensuring that the dangerous goods are classified and approved for carriage in accordance with the ADR, packaged and labelled in accordance with the provisions of ADR/SDR and provided with the necessary accompanying documents. The consignor must also note any instructions concerning special handling of the goods, e.g. distribution of the centre of gravity, on the packaging unit.

mobilog reserves the right at any time to refuse to accept for transportation any dangerous goods that do not comply with the applicable laws or regulations for dangerous goods at the time of pick-up. Any resulting disadvantages, damages or losses shall be borne in full by the customer.

The customer shall indemnify mobilog, its executive bodies, employees and auxiliary persons against all obligations, claims for damages and other claims arising in connection with the loading and unloading, transportation, safekeeping or other handling of dangerous goods by third parties to the extent that these are attributable to the nature of the goods and the non-observance of the obligations incumbent on the customer.

The following consignments require a special arrangement and must be specifically mentioned when the order is placed:

- Dangerous goods
- Individual items with a maximum gross weight of over 1,000 kg
- Goods of very high value
- Fragile goods
- Piece lengths exceeding 3 m.

10. Collection and delivery

The goods consignments must be prepared, labelled and in a transportable condition (protected, secured) and made available to the driver for loading at the agreed place and time. mobilog reserves the right to refuse to accept goods that are in an unfit condition for transportation. Any resulting disadvantages, damages or losses shall be borne in full by the customer.

mobilog takes great care to provide up-to-date and accurate pick-up and delivery times based on order cut-off times. However, particularly in the event of high demand and/or for reasons of force majeure (e.g. accidents, bad weather, traffic jams, etc.), there may be delays in pick-up and/or delivery dates and times. All information on pick-up and delivery times is therefore without guarantee and may change at any time. It is therefore necessary to ensure that collection from the pick-up place and delivery to the recipient can also take place outside the specified periods during regular opening hours in the case of the option 'Deposit prohibited (delivery)' or outside regular opening hours in the case of the option 'Deposited for pick-up'.

The customer cannot claim damages or consequential damages due to delayed delivery if the delivery is impossible or delayed due to circumstances that are out of mobilog's control, such as natural disasters, severe weather, force majeure, orders from the authorities, war, riot, interruption of the transport vehicle due to issues such as traffic jams or accidents, shipwreck, strike, lockout, seizure, blockade, fire, supply bottlenecks, omissions of the customer, etc.

11. Acceptance and delay

The customer is responsible for ensuring that the goods to be transported are accepted by the recipient at the agreed address and on the indicated date. If the goods are not accepted at the recipient's address even within the reasonable period of grace set by mobilog, mobilog is entitled to demand default interest at the rate of 5 percentage points p.a. on the respective invoice value after the period of grace has elapsed. In addition, mobilog is also entitled to withdraw from the contract and to claim the damages demonstrated to have been incurred, but at least five (5) percent of the return or re-routing costs, as compensation.

The proper handover of the transported goods is logged by mobilog with an electronically recorded delivery event. Notwithstanding this, mobilog is entitled at any time to have the proper handover of the transported goods confirmed by the recipient by providing proof of identification and a signature. Any damages arising in connection with the representation authorisation shall be borne by the customer.

Instances of damage or missing or incorrect goods must be put forward immediately and in the presence of the driver. In the case of damage that is not externally apparent, written notification must be made within eight days of delivery at the latest, including the day of delivery.

In the event of justified complaints, mobilog's obligation shall be limited to the subsequent delivery of missing parts or the exchange of incorrect deliveries or defective parts.

If the shipment pallets or other transport containers provided by mobilog are not made available within three (3) working days after delivery, mobilog may charge a rental fee in accordance

with its guidelines. The risk of loss or damage to the pallets or transport containers shall be borne by the customer from the time of provision.

12. Liability

Liability for transportation is governed by the GTC GFCLT, subject to the provisions in these GTC. Beyond the scope of the GTC GFCLT, mobilog's liability is governed by the applicable statutory provisions and these GTC.

mobilog shall in no event be liable for (i) minor or moderate negligence, (ii) indirect, incidental and consequential damages and loss of profit, (iii) unrealised savings or (v) any acts and omissions of mobilog's auxiliary persons, whether contractual or non-contractual.

In all other respects, mobilog accepts no liability in the following cases:

- Damages arising from non-delivery or delayed delivery, in cases where delivery is impossible or delayed due to circumstances that were out of mobilog's control
- Technical malfunctions, interruptions or loss of data on the online platform, in particular if these make it impossible to book or delay the booking of transportation or an additional service
- Improper, contractually non-compliant or illegal packaging, storage, adjustment or use of the transportation goods by the customer and/or consignee
- Force majeure, in particular damage caused by the elements, moisture, falls and impact, etc., for which mobilog is not responsible, and orders from the authorities.

13. Data protection

Personal data is processed exclusively in connection with the processing of orders and invoicing, and processing is conducted in compliance with the applicable data protection provisions. Further information on data protection can be found in mobilog's privacy policy.

14. Partial invalidity

Should individual provisions of these GTC become invalid or ineffective, this will not affect the validity of the remaining provisions or these GTC as a whole.

15. Jurisdiction and applicable law

All legal relationships between mobilog and the customer are subject to Swiss substantive law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

The place of jurisdiction for all disputes arising from this contract is the registered office of mobilog in Buchs, canton of Zurich. However, mobilog reserves the right to take legal action in the place where the registered office of the defending contracting party is located. Cases in which civil procedure law prescribes a different place of jurisdiction are excepted from the jurisdiction clause.

Enclosure 1

Allgemeine Bestimmungen für Transporte innerhalb der Schweiz / Frachtführer Haftungsbestimmungen (FFHB)

1 Haftung

Der Frachtführer haftet für unmittelbare Schäden, die vom Zeitpunkt der Übernahme des Transportgutes bis zu seiner Ablieferung nachgewiesenermassen, sei es durch ihn selbst oder seine Hilfsperson, verursacht wurden.

2 Haftungsbedingungen

a) Pflichten des Absenders resp. Auftraggebers Der Absender resp. Auftraggeber hat für eine geeignete Verpackung zu sorgen. Er hat dem Frachtführer die Adresse des Empfängers, den Ort der Ablieferung, die Anzahl, die Verpackung, den Inhalt, das Gewicht und die Abmessung der Frachtstücke, die Lieferzeit und den Transportweg genau zu bezeichnen.

Der Absender resp. Auftraggeber hat den Warenwert unaufgefordert zu deklarieren, wenn das Transportgut einen Warenwert von über CHF 15.00 pro kg effektives Frachtgewicht übersteigt.

Der Absender resp. Auftraggeber ist insbesondere verpflichtet, den Frachtführer auf die besondere Beschaffenheit des Transportgutes, seine Gewichtsverteilung und Schadenanfälligkeit aufmerksam zu machen. Er ist für genügende Kennzeichnung und eventuell auch Nummerierung der Frachtstücke verantwortlich. Die aus Unterlassung oder Ungenauigkeit solcher Angaben entstehenden Nachteile, Schäden oder Verluste gehen zu Lasten des Absenders. Der Frachtführer ist hierfür nicht entschädigungspflichtig.

b) Schadenvorbehalt

Beschädigungen oder fehlende Waren müssen sofort und in Anwesenheit des Chauffeurs auf dem Lieferschein resp. der Empfangsbestätigung mit einem Vorbehalt angebracht werden. Für äusserlich nicht erkennbare Schäden ist spätestens innerhalb von acht Tagen nach Ablieferung, den Tag der Ablieferung miteingerechnet, schriftlich Anzeige zu erstatten. Für eine vollständig ausbleibende Lieferung ist spätestens innerhalb von acht Tagen nach Erhalt der Information des Absenders resp. Auftraggebers der Lieferung schriftlich Anzeige zu erstatten.

3 Haftungsausschluss

a) Allgemein

Von der Haftung des Frachtführers ausgeschlossen sind Fälle wie

- Schäden aus unsachgemäßem Verlad auf der Lastwagenladefläche durch Hilfspersonen des Absenders
- Bruchschäden infolge normaler Erschütterungen
- Bruch der Produkte in sich selbst
- Beschädigungen oder Verluste bei Gütern, die in verschlossenen oder äusserlich unbeschädigten Kisten, Kartons oder Behältern transportiert werden und deren einwandfreier Zustand und Vollständigkeit bei der Übernahme nicht kontrolliert werden konnte
- Schäden infolge mangelhafter oder ungeeigneter Verpackung
- Schäden infolge Witterungseinflüssen
- Schäden infolge ungenügendem Raumprofil oder Fahr-Trasse, wenn der Absender oder Empfänger diese Zufahrt verlangt hat
- Kratz-, Schramm-, Druck- und Scheuerschäden, Emaille- und Farbabspaltung, Politurrisse sowie das Lösen von geleimten Teilen und Furnieren
- Höhere Gewalt
- Böswillige Beschädigung durch Dritte

b) Schäden bei Auf- und Ablad

Der Auf- und Ablad erfolgt durch den Absender bzw. Empfänger. Gibt der Absender, resp. der Empfänger dem Fahrer nach dem er sich bei ihm anmeldete, den Auftrag die Ware abzuladen, so tut er dies im Auftrag des Versenders, resp. des Empfängers. Für Schäden, die bei dieser Tätigkeit entstehen, haftet der Frachtführer nicht. Der Fahrer besorgt diese Tätigkeit als Hilfsperson des Absenders bzw. Empfängers. Erfolgt der Auf- bzw. Ablad durch den Fahrer, ohne dass er sich beim Absender, resp. Empfänger angemeldet hat, so richtet sich die Bemessung des Schadenersatzes gemäss Ziff. 4.

c) Mittelbarer Schaden

Die Haftung für mittelbare Schäden, wie z. B. entgangener Gewinn, Betriebsausfall und sonstige Folgekosten, ist wegbedungen.

4 Haftungsbeschränkungen / Bemessung des Schadenersatzes

a) Beschädigung oder Verlust des Transportgutes Der Umfang der Schadenersatzpflicht beschränkt sich, soweit gesetzlich zulässig, auf den Wert des Gutes am Ort und zur Zeit seiner Übernahme zur Beförderung, maximal auf CHF 15.00 pro kg effektives Frachtgewicht der beschädigten oder in Verlust geratenen Ware. Die Haftung beträgt jedoch maximal CHF 40'000.00 gesamthaft pro Ereignis.

b) Schäden aus Verspätung

Schäden aus Verspätung in der Ablieferung sind vom Frachtführer nur zu vergüten, wenn die Haftung hierfür schriftlich vereinbart wurde. Diesfalls haftet der Frachtführer höchstens bis zum Betrag des vereinbarten Frachsentgeltes.

c) Schäden aus reinen Umschlagstätigkeiten

Erfüllt der Frachtführer in der Funktion als Lagerhalter reine Umschlagstätigkeiten, haftet er nur dann für Verspätungen, Falschablad und -auflad, Leerfracht, Standgelder aller Art, Verlust einer Buchung, Umpacken, etc., wenn die Haftung dafür schriftlich vereinbart wurde. Ist die Haftung für Schäden aus reiner Umschlagstätigkeit schriftlich vereinbart worden, haftet der Frachtführer höchstens bis zur Höhe des entstandenen Schadens maximal bis CHF 2'500.00 pro Ereignis (= einheitliche Schadenursache, auch bei mehreren Sendungen pro Auftrag). Bei Verlust oder Beschädigung des Transportgutes richtet sich die Schadenersatzpflicht nach den übrigen Bestimmungen der FFHB.

5 Haftung bei Fremdvergabe

Wenn nicht ausdrücklich etwas anderes vereinbart wurde, ist der Frachtführer berechtigt, den Frachtauftrag ganz oder teilweise durch einen Zwischenfrachtführer ausführen zu lassen. Er haftet in diesem Fall gegenüber dem Auftraggeber in gleicher Weise, wie wenn er den Auftrag selber ausgeführt hätte.

6 Haftung im grenzüberschreitenden Verkehr

Für Transporte im grenzüberschreitenden Verkehr gelten die Haftungsbestimmungen des CMR (Übereinkommen über den Beförderungsvertrag im internationalen Strassengüterverkehr).

7 Verwirkung und Verjährung

Die Verwirkung aller Haftungsansprüche und die Verjährung von Ersatzklagen richtet sich nach Art. 452 und Art. 454 des Schweizerischen Obligationenrechtes.

8 Transportversicherung

Der Auftraggeber kann den Frachtführer nach gegenseitiger Absprache damit beauftragen, eine Transportversicherung für das Transportgut abzuschliessen. Die Transportversicherungsprämie geht zu Lasten des Auftraggebers. Die Transportversicherung deckt Schäden und Verluste zum Einstandspreis (Versicherungssumme) des beschädigten oder in Verlust geratenen Transportgutes. Risiken wie z. B. entgangener Gewinn, Betriebsausfall usw. (mittelbarer Schaden) sind nicht über die Transportversicherung gedeckt. Hierfür muss der Auftraggeber eine eigene entsprechende Versicherung abschliessen.

9 Ladehilfsmittel

Im allgemeinen Verkehr mit Ladehilfsmitteln mit den Versendern resp. Empfängern dürfen nur intakte, transportfähige Ladehilfsmittel verwendet werden, welche einen rationellen Transport und Umschlag erlauben. Die Ladehilfsmittel entsprechen den EPAL/UIC-Richtlinien und EPAL/UIC-Tauschkriterien.

Lehnt ein Empfänger bei der Anlieferung des Transportgutes die Entgegennahme des Ladehilfsmittels ab und hat der Frachtführer diese wieder ans Lager zurückzunehmen, so kann der Frachtführer dem Auftraggeber die beanspruchte Lagerfläche zzgl. den administrativen Aufwand für die gesamte Dauer der Obhut in Rechnung stellen.

Der Frachtführer lehnt die Haftung für Kosten ab, die dem Absender oder Empfänger für eine allfällige Umpalettierung des Transportgutes entstehen. Es ist Sache des Auftraggebers seine Kunden, resp. Empfänger zu verpflichten nur EPAL/UIC konforme Ladehilfsmittel zu verwenden. Ein daraus entstehender Nachteil jeglicher Art, ist vom Auftraggeber, resp. Empfänger, zu tragen.

Der Auftraggeber hält den Frachtführer gegen sämtliche Forderungen oder sonstigen Ansprüchen schadlos, die Dritte, insbesondere die Empfänger, im Zusammenhang mit Ladehilfsmitteln gegen den Frachtführer stellen.

Es ist Sache des Auftraggebers, seine Kunden resp. Empfänger dementsprechend vertraglich zu verpflichten.

10 Verrechnungsausschluss

Eine Verrechnung der Schadenforderungen mit dem Frachtentgelt ist ausgeschlossen.

11 Gerichtsstand

Der Gerichtsstand für alle Klagen auf Haftung des Frachtführers befindet sich am Domizil des Frachtführers. Es gilt Schweizer Recht.