

General Terms and Conditions (GTC) of TRANSCO Customs Solutions GmbH for Customs Clearance Services

Preamble

TRANSCO Customs Solutions GmbH provides customs clearance services and processes all orders exclusively on the basis of these General Terms and Conditions (GTC). These GTC apply to all future business relationships, even if they are not explicitly agreed upon again. Deviating or supplementary terms and conditions of the client are only valid if TRANSCO Customs Solutions GmbH expressly agrees in writing.

1. Subject Matter of the Contract and Description of Services

1.1 Scope of Services

TRANSCO Customs Solutions GmbH offers comprehensive services in the area of customs clearance of import and export goods, including but not limited to:

- Preparation of customs declarations
- Execution of import and export customs procedures
- Fiscal representation
- Application and management of customs decisions
- Handling of transit procedures (e.g., T1, T2, Carnet ATA, Carnet TIR)
- Tax handling and fiscal customs clearance
- Advice on customs procedures, export control, and compliance
- Storage and safekeeping of customs goods
- Assistance with the application for binding tariff information (BTI) and binding origin information (BOI)
- Customs support for sanctions checks and anti-dumping measures
- Support for compliance with dual-use regulations

The services are provided in accordance with the statutory provisions of the Union Customs Code (UCC), national customs regulations, the Swiss Customs Act (ZG, SR 631.0), and the associated implementing regulations, while taking into account international trade and transport regulations.

1.2 Customs Representation

1.2.1 TRANSCO Customs Solutions GmbH generally acts as a direct customs representative in accordance with Art. 18 para. 1 UCC or under Swiss customs law, unless an indirect representation under Art. 19 UCC or the relevant Swiss provisions is explicitly agreed in writing. In direct representation, TRANSCO Customs Solutions GmbH acts in the name and on behalf of the client, whereas in indirect representation, it acts in its own name but on behalf of the client.

1.2.2 Indirect customs representation requires a separate, written, and revocable power of attorney from the client. This power of attorney must explicitly cover all authorities for the declaration and execution of customs procedures, including submission of customs-relevant statements and documents. The client remains liable for all due duties and is responsible for compliance with applicable customs and foreign trade regulations.

1.2.3 TRANSCO Customs Solutions GmbH reserves the right to refuse a customs declaration if the submitted documents are incomplete, incorrect, or not submitted in time, or if a violation of legal or regulatory provisions is

apparent. Furthermore, TRANSCO Customs Solutions GmbH may refuse acceptance if there are doubts about the client's identity or creditworthiness, or if processing under the given circumstances appears economically or legally unreasonable.

1.2.4 The client bears full responsibility for the accuracy, completeness, and timeliness of the provided information and documents. This includes, in particular, correct tariff classification, compliance with origin rules, import and export controls, sanctions and embargo regulations, and all other customs provisions. If TRANSCO Customs Solutions GmbH incurs additional costs, fines, or penalties due to incorrect or incomplete information from the client, the client agrees to fully indemnify TRANSCO Customs Solutions GmbH.

2. Conclusion of Contract and Obligations of the Client

2.1 Conclusion of Contract

2.1.1 A contract is concluded upon the client's written acceptance of the offer. The conclusion of the contract requires that all information necessary for the processing of the order has been fully provided. The client agrees to these GTC upon placing an order or using a service.

2.1.2 TRANSCO Customs Solutions GmbH is entitled to make the conclusion of the contract dependent on the submission of a complete and signed customs power of attorney. This power of attorney specifically includes the authority for customs declaration, submission of statements to customs authorities, and other customs-related acts on behalf of the client. Without such a power of attorney, TRANSCO Customs Solutions GmbH is not obliged to provide customs clearance services.

2.1.3 The contract may be concluded orally or in writing; in case of doubt, a written confirmation of the order by TRANSCO Customs Solutions GmbH is decisive. Amendments, modifications, or extensions to the contract require written form and are only effective with the express consent of both parties. This applies particularly to subsequent changes to the scope of services or agreed remuneration.

2.1.4 TRANSCO Customs Solutions GmbH is entitled to refuse orders if there are justified doubts about the client's creditworthiness, legal or regulatory provisions prevent fulfillment, or if the client provides insufficient or incorrect information.

2.1.5 If the client requests a cancellation or modification of an already placed order, TRANSCO Customs Solutions GmbH may charge reimbursement for already incurred costs and expenses as well as a reasonable processing fee. Cancellation of an order after customs clearance has started is no longer possible unless explicitly agreed in writing.

2.2 Obligations of the Client

2.2.1 The client is obliged to provide TRANSCO Customs Solutions GmbH with all information and documents necessary for customs clearance fully, truthfully, and without delay. This includes all documents required for proper customs processing. Essential documents include, in particular:

- Commercial and pro forma invoices
- Customs tariff numbers
- Certificates of origin and import permits
- Waybills and packing lists
- Binding tariff information (BTI) and binding origin information (BOI)
- Tax documentation
- Information on compliance with dual-use and sanctions regulations

2.2.2 The client is liable for the accuracy, completeness, and timeliness of the provided data. Incorrect information may result in delays and additional costs, which the client must bear.

3. Remuneration and Payment Terms

3.1 Prices and Billing

3.1.1 Remuneration is based on the individually agreed prices with the client. All prices are exclusive of statutory VAT unless expressly stated otherwise. Agreed prices apply solely to the services explicitly stated in the contract or order and do not include additional services or subsequent changes to the scope of services.

3.1.2 Special services, such as express customs clearance, special processing, creation of documents outside standard procedures, preliminary checks of customs documents, or official inquiries, are charged separately. These special services require a separate order and are billed according to TRANSCO Customs Solutions GmbH's current rates.

3.1.3 TRANSCO Customs Solutions GmbH is entitled to request a reasonable advance payment or security before providing services, particularly for new clients, exceptionally high duties, or high-risk transactions. This advance may cover expected duties, fees, expenses, or potential liability risks.

3.1.4 Invoicing occurs after performance of the service or, by individual agreement, on the basis of monthly collective invoices. Payment is due within the period stated on the invoice without deduction. Discounts or deferred payments require separate written agreement.

3.1.5 All bank or transaction fees associated with the payment are borne by the client. TRANSCO Customs Solutions GmbH reserves the right to apply payments to the oldest outstanding claim, even if the client specifies otherwise.

3.1.6 If the client is in default, TRANSCO Customs Solutions GmbH may charge reminder fees, statutory default interest, and collection or legal costs. Additionally, services may be withheld until full settlement of outstanding amounts.

3.2 Payment Terms

3.2.1 Payments are due no later than 10 days after invoicing without deduction. Timely payment is determined by receipt of funds in the account specified on the invoice. The client is responsible for timely payment and all associated costs.

3.2.2 Default interest is 9% above the base rate p.a. from the first day after invoice due date. Additionally, a reminder fee of 5% of the outstanding invoice amount, at least €25 per reminder, may be charged. The client must cover all costs related to debt collection, including collection and attorney fees.

3.2.3 For the advance payment of import duties, TRANSCO Customs Solutions GmbH charges a capital provision fee of 2.5% of the advanced amounts to cover financing and administrative costs. For high amounts, TRANSCO Customs Solutions GmbH reserves the right to agree on individual securities or advance payments.

3.2.4 In case of outstanding payments, TRANSCO Customs Solutions GmbH is entitled to suspend ongoing orders until full settlement. The client may also be required to provide advance payment or security before services continue. Set-off by the client is only permitted if the counterclaim is undisputed or legally established.

4. Liability and Warranty

4.1 TRANSCO Customs Solutions GmbH is liable only for intent and gross negligence. Liability for simple negligence is limited to essential contractual obligations (cardinal obligations) which are crucial for proper performance of the contract and on which the client may reasonably rely.

4.2 Liability for simple negligence is limited to typically foreseeable damages. Liability for indirect damages, particularly lost profits, business interruption, or delays, is excluded unless caused by intent or gross negligence.

4.3 The client bears full responsibility for the accuracy, completeness, and timeliness of submitted information and documents. Incorrect, incomplete, or late information may lead to rejection or delay of customs clearance, with all resulting costs or fines borne by the client. TRANSCO Customs Solutions GmbH is not obliged to check the accuracy or plausibility of client information unless expressly agreed.

4.4 Liability is, as far as legally permissible, limited to the foreseeable, contract-typical damage and is capped at five times the paid fee for the relevant service, but not exceeding €50,000 per claim. No liability limitations apply for gross negligence or intent.

5. Liens and Securities

5.1 TRANSCO Customs Solutions GmbH reserves statutory and contractual liens on goods and resulting documents to secure all current and future claims arising from the business relationship with the client, including duties, fees, expenses, and possible claims for damages.

5.2 The client is obliged to provide reasonable securities on request to secure claims, e.g., bank guarantees, deposits, or advance payments, especially for NCTS procedures or other high-risk customs transactions.

5.3 The lien also applies to refunds or credits related to customs declarations if there are outstanding claims.

5.4 If the client defaults, TRANSCO Customs Solutions GmbH may realize pledged goods or documents after prior notice to offset outstanding claims, in accordance with legal provisions. The client may settle the claims before final realization.

5.5 TRANSCO Customs Solutions GmbH is entitled to offset the proceeds from realization against outstanding claims. Any surplus will be refunded to the client after deduction of incurred costs. If proceeds are insufficient, the client remains liable for the remaining claim.

5.6 TRANSCO Customs Solutions GmbH reserves the right to regularly review the adequacy of securities and request adjustments if risk or volume of the business relationship changes significantly.

6. Termination and End of Contract

6.1 The contract may be terminated by either party with three months' notice to the end of the month, in writing via registered letter or electronic communication with confirmation of receipt.

6.2 The right to terminate for good cause without notice remains unaffected. Good cause exists particularly if:

- A party repeatedly breaches essential contractual obligations despite written warning.
- The client fails to meet payment obligations despite reminders.
- Insolvency proceedings are opened or applied for against a party.
- Continuation of the business relationship becomes unreasonable due to legal or regulatory changes.

6.3 After termination, TRANSCO Customs Solutions GmbH is entitled to continue customs clearance procedures already initiated in the client's interest if necessary to fulfill legal obligations or prevent economic disadvantages. Remuneration for ongoing services follows standard rates.

6.4 The client remains obliged to pay all costs and fees incurred until contract termination. Outstanding invoices become immediately due.

6.5 After termination, all confidential information and documents, unless required by law to be retained, must be returned or destroyed upon request. Storage or dissemination is prohibited unless otherwise agreed.

6.6 If the client wishes to use customs services again after termination, a new contract with TRANSCO Customs Solutions GmbH must be concluded. Previous contract terms do not automatically continue.

7. Final Provisions

7.1 Place of performance and jurisdiction for all disputes arising from or in connection with this contract is the registered office of TRANSCO Customs Solutions GmbH. However, TRANSCO Customs Solutions GmbH may also sue the client at its general place of jurisdiction or any other competent court.

7.2 German law applies, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). Deviations require written form.

7.3 If any provision of these GTC is wholly or partially invalid or unenforceable, the validity of the remaining provisions remains unaffected. An invalid clause is replaced by a provision that comes as close as possible to the economic purpose of the original clause. The same applies to gaps in regulation.

7.4 Amendments or supplements to these GTC require written form, including amendments to this clause itself.

7.5 TRANSCO Customs Solutions GmbH reserves the right to amend or supplement these GTC with reasonable notice. If the client does not object within four weeks after receipt of the amendment notice, the new GTC are deemed agreed. The client will be explicitly informed about the right to object and the importance of the deadline.