

# General Terms of Delivery and Payment

## Ameise Warehousing International GmbH

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### §1 Scope of Application

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These General Terms of Delivery and Payment (GTC) apply to all warehousing and logistics services of Ameise Warehousing International GmbH ("Service Provider") provided to entrepreneurs within the meaning of §14 BGB (German Civil Code).

The offer and the contractual relationship shall be governed exclusively by our Terms of Delivery and Payment.

Any terms of the customer that deviate from or supplement these Terms of Delivery and Payment shall not become part of the contract, even if we do not expressly object to them or if the customer declares that they only wish to place the order under their own terms.

Deviations from these Terms of Delivery and Payment shall only apply if they have been expressly recognized by us in writing.

### §2 Services

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The Service Provider provides warehousing and logistical services, in particular:

- Warehousing;
- Handling;
- Order picking;
- Inventory management;
- Packaging.

Transport services are excluded.

The scope of services results from the respective contract or offer.

### §3 Conclusion of Contract

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A contract is concluded by written confirmation or actual provision of services.

## **§4 Prices**

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Prices are based on the currently valid price list or individual agreement.

All prices are subject to the statutory value-added tax (VAT).

Additional services that go beyond the agreed scope will be invoiced separately.

## **§5 Terms of Payment**

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Invoices are payable net within 14 days.

Payments are only debt-discharging if they are made directly to us or to our bank account.

In the event of default of payment:

- Default interest in accordance with §288 BGB;
- Dunning costs;
- Right of retention / suspension of services.

We reserve the right to assert further default damages.

In the event of default of payment or suspension of payments of any kind, all our claims against the debtor shall become due immediately. Agreed discounts and other price reductions shall then retroactively be deemed not agreed.

## **§6 Right of Pledge**

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The Service Provider has a statutory and contractual right of pledge on all goods to secure all claims.

## **§7 Liability**

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Storage is at the customer's risk, unless mandatory statutory liability regulations dictate otherwise.

The liability of the Service Provider is governed by the statutory provisions, but is limited to:

- Intentional intent and gross negligence without limitation;
- In the case of simple negligence, only in the event of a breach of material contractual obligations;
- Liability is limited in amount to the typically foreseeable damage.

Liability is excluded for:

- Packaging defects;
- Incorrect declaration;

- Inherent product defects.

Specific liability limits will be regulated in the individual contract.

## **§8 Insurance**

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Goods remain the property of the customer.

The stored goods must be insured by the customer.

## **§9 Customer's Duty of Cooperation**

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The customer is obliged to:

- Provide correct details regarding the type, value, and nature of the goods;
- Comply with statutory regulations (e.g. hazardous materials law);
- Ensure suitable packaging.

## **§10 Delivery and Performance Deadlines**

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Stated deadlines are non-binding unless they have been expressly agreed as binding.

The Service Provider is not liable for delays due to force majeure, labor disputes, or other unpredictable events.

## **§11 Customs and Compliance**

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The customer bears all customs and tax law obligations.

The Service Provider is not the importer or exporter.

## **§12 Value Added Tax (VAT)**

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Tax treatment is governed by applicable law.

Reverse-charge may apply.

The Service Provider is entitled to recalculate VAT.

### **§13 Force Majeure**

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No liability for events outside the sphere of influence.

### **§14 Contract Duration and Termination**

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Contracts are concluded for an indefinite period unless agreed otherwise.

The notice period is: 4 weeks to the end of the month.

The right to terminate without notice for good cause remains unaffected.

### **§15 Place of Jurisdiction and Applicable Law**

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The place of jurisdiction is the seat of the Service Provider.

German law applies exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

### **§16 Severability Clause**

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Should any provision of these Terms of Delivery and Payment be or become invalid, the validity of the remaining terms shall not be affected. The invalid provision shall be replaced by the statutory regulation.

### **§17 Final Provisions**

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The German version of these Terms of Delivery and Payment is the only legally binding version. In the event of discrepancies between the German text and any translation, the German version shall prevail.