GTC Galliker Familien Holding AG

General Terms and Conditions Warehouse Logistics and Transport (GTC) of Galliker Familien Holding AG

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1. Purpose and object

These General Terms and Conditions (hereinafter referred to as **"GTC"**) of Galliker Familien Holding AG, Kantonsstrasse 2, 6246 Altishofen (hereinafter **"Galliker"**) govern the rights and obligations between the **Customer** (hereinafter **"Customer"**) and Galliker and its affiliated companies with regard to warehouse logistics, transport and any Value Added Services (hereinafter **"VAS"**). Affiliated companies are companies that **Galliker** controls or that are owned and/or controlled by **Galliker** or such an affiliated company (hereinafter **"Affiliated Companies"**).

These GTC have been drawn up on the basis of the **ASTAG Calculation Principles** for Overland Traffic, General Provisions and the General Terms and Conditions 2001 of SPEDLOGSWISS (Association of Swiss Forwarding and Logistics Companies for Warehousing).

2. Contractual components

The contract between the **Customer** and **Galliker** consists of:

1. the tariff agreement

2. these **GTC** including their linked annexes, as far as applicable:

   Appendix 1a: Responsibilities Cargo

   Appendix 1b: Responsibilities Food

   Appendix 1c: Responsibilities Healthcare

   Appendix 2: Storage and transport conditions for Food and Healthcare Logistics

   Appendix 3: Data Processing Agreement (hereinafter **"DPA"**)

   Appendix 4: **ASTAG Calculation Principles** for Intercity Transport, General Provisions in the currently valid version, currently in force version 01.01.2023, without carrier liability provisions ("**ASTAG Calculation Principles**").

3. the individual contract, also **"Mandate"**.

In the event of contradictions, the contractual components shall take precedence in the above Mandate, subject to the **DPA**, which shall always take precedence, if applicable.

The **Customer**'s general terms and conditions and any association rules and regulations shall only apply if accepted in writing by **Galliker.**

3. General contractual provisions

3.1. Conclusion of contract

Price information and offers from **Galliker** are non-binding. By placing a Mandate with **Galliker** by encrypted e-mail, telephone, Customer centre (at https://kundencenter.galliker.com) or approved interface, the **Customer** submits a proposal for the conclusion of a contract. The **Mandate** only comes in to force with acceptance by **Galliker** in the form of a confirmation respectively the waybill or by performance. By concluding the **Mandate,** the **Customer** confirms that he/she has taken note of all parts of the contract.

3.2. Galliker's rights and obligations

3.2.1. Pass of benefit and risks

Pass of benefit and risks take place upon receipt with the acceptance of the goods from/to the ramp or front door (if agreed) and the signature on the consignment note/the receipt/the waybill respectively the signature or confirmation on an electronic receipt confirmation device. An unproblematic access with trucks is assumed. Any restrictions (e.g. with regard to weight/height) must be notified when the Mandate is placed.

3.2.2. Qualified staff

Galliker has qualified staff for transport, for warehouse logistics and for carrying out **VAS**. The staff has sufficient expertise and receive regular training.

3.2.3. Adequate equipment, vehicles and warehouse

Galliker has appropriate and suitable equipment, vehicles and warehouses to ensure that the goods are not exposed to conditions that could impair their quality or damage their packaging **Galliker** ensure that the use and maintenance of all vehicles and equipment used for the **Customer** is carried out in accordance with written procedures, including cleaning, repair and safety precautions.

During loading, reloading and unloading and during temporary storage at a transport hub, **Galliker** takes appropriate measures to ensure compliance with the handling instructions (warehouse logistics and transport instructions), in particular with regard to cleanliness and security in terms of damage, spillage, loss, manipulation, misuse, theft or confusion of the goods.

The storage areas and means of transport must be clean and free of waste and vermin. **Galliker** has implemented a cleaning programme to ensure these hygiene requirements, which specifies the type and frequency of cleaning. The implementation of the cleaning measures formulated in this way is documented by means of records. **Galliker** uses approved agents and substances for pest control, cleaning and disinfection to prevent possible contamination of the products.

3.2.4. Subcontractor

Galliker may engage subcontractors and auxiliary persons at any time. In addition, the provisions of the **DPA** shall apply in connection with the processing of personal data**,** where applicable.

3.2.5. IT security

The parties agree on appropriate technical and organisational measures in accordance with the **DPA** (Annex 3). In particular, the **Customer** is obliged to communicate only via encrypted e-mail (SMTP). In the event that one party discovers or suspects a security-relevant incident or vulnerability that could affect the operation or security of the other party, it must inform the other party immediately by means of a form in accordance with Annex 3 to the **DPA** (Annex 3), and in any case as quickly as possible. Each party shall provide a contact person for information security issues.

3.2.6. Access to the warehouse and means of transport

The **Customer** is entitled to enter or inspect the storage rooms and means of transport at any time in the company of a person from **Galliker** responsible for this purpose. The **Customer** is required to give reasonable notice of such access. **Galliker** is available to the **Customer** for audits at a charge. Measures for action resulting from an audit shall be based on the change management process in accordance with section 3.2.9.

3.2.7. Deletion and archiving

For the duration of this agreement, but for a maximum of 10 years, **Galliker** must store all of the **Customer's** (electronic) data accumulated during the collaboration in such a way that all processes can be inspected and traced at any time by the **Customer** or the authorities on request. The **Customer** is responsible for archiving in accordance with the law.

After termination of the contract and expiry of 90 days, **Galliker** will delete all **Customer** data, including data in the Customer centre, with the exception of data that **Galliker** is required to retain by law or for the purpose of preserving evidence. The latter will be deleted after 10 years.

3.2.8. Disclosure to the authorities

Information, data and documents that are the subject of this contract, may be disclosed to the authorities and certification bodies (such as customs, Swissmedic, ISO, GDP/GMP and FSSC certifiers).

3.2.9. Change-Management-Process

If the **Customer** has additional requirements (e.g. interfaces) or needs that go beyond the content of the contract, **Galliker** takes these requirements and needs on board and check whether they can be implemented with or without cost implications. If additional requirements and needs can only be implemented with cost implications for the **Customer**, **Galliker** prepares a quotation that remain valid for 30 days. The contract is concluded upon acceptance of the offer or upon execution of the work by **Galliker** on behalf of the **Customer.**

3.2.10. Complaints about a good and recall

In Mandate to ensure that the interfaces between the **Customer** and **Galliker** regarding complaints and any recalls operate smoothly, the **Customer** must report any deviations and complaints immediately so that all complaints can be investigated and documented.

Damage to the goods or missing goods must be noted immediately and in the presence of the carrier on the delivery note or the acknowledgement of receipt with a reservation. In the case of damage that is not externally visible, a written complaint must be submitted within the statutory complaint periods after delivery at the latest. Within the framework of the **VAS**, a complaint must be made within five (5) days at the latest. If no complaint is made within this period, all claims are forfeited.

3.2.11. Periods

Transport and storage periods shall not be deemed to have been agreed as binding, unless this has been expressly agreed in the **Mandate** as a deadline delivery. The statutory limitation periods apply. Days are calendar days.

3.3. Rights and obligations of the Customer
3.3.1. Prices

The **Customer** undertakes to pay the prices in accordance with the Transport / Logistics Tariff Agreement in the agreed currency plus the applicable statutory value added tax (VAT) to **Galliker's** bank account. The **Customer** bears any bank charges incurred.

Invoices are payable net within 30 days of the invoice date. Any discount deductions shall be charged subsequently. If payment is not made within 30 days (expiry date), the **Customer** shall automatically be in default and **Galliker** may charge interest on arrears of 5 percent from the due date.

Galliker may transfer invoices to third parties for collection purposes and transmit personal data required for this purpose. Costs of legal enforcement such as collection costs and reasonable lawyers' fees are borne by the **Customer**. **Galliker** may also demand payment in advance.

Galliker may adjust the prices on an annual basis at any time, in particular but not conclusively, if taxes, dues, charges (e.g. HVC, CO_2 levy, Climate Cent, etc.) or other statutory changes are introduced or increased during the contract period. **Galliker** may also adjust the prices annually in the event of additional cost increases. The average value of the diesel prices at the end of the month shall form the basis for the amount of the fuel surcharge or discount for all transport services in the following month. **Galliker** then levies further surcharges, such as congestion hour surcharges, energy surcharges and other ancillary costs in accordance with www.galliker.com, in particular but not exclusively also in accordance with **ASTAG Calculation Principles.**

3.3.2. Customs, taxes and charges

All customs duties, taxes and charges in connection with the transport are borne by the **Customer**. The **Customer** is fully liable to **Galliker** for this.

3.3.3. Dangerous goods and other special treatments of goods

Dangerous goods or substances shall be declared by the **Customer** in accordance with the statutory requirements (including ADR) and the relevant **Safety Data Sheets** (hereinafter "**SDS**") shall be sent to **Galliker**. The **Customer's** goods must not affect other stored goods in any way and must always be able to be stored and transported in the same room as other packaged goods without additional protective measures.

The **Customer** must inform Galliker by means of transport instructions on the **SDS** which goods are subject to special handling regulations and indicate any incompatibilities on the **SDS**. **Galliker** must be informed of specific risks before transport or storage.

At the request of the **Customer** or a consignee authorised by the **Customer, Galliker** must provide evidence, for which a charge is made, showing that the specified transport and storage conditions relating to the temperature for the goods were complied with throughout the transport.

4. Warehouse logistics

4.1. Subject Warehouse Logistics

The object of warehouse logistics services is the receipt of goods, storage and retrieval, warehousing and storage as well as the provision of goods for transport.

4.2. Rights and duties of Galliker
4.2.1. In general

The **Customer** commissions **Galliker** with the performance of all activities listed in the respective applicable Annex Delimitations of Responsibility (Annex 1a, 1b or 1c) or Quality Assurance Agreements (hereinafter "**QAA**") in the column **"Galliker"** marked with **"X".**

4.2.2. Galliker's processes

Galliker carries out its logistics activities in accordance with its standard ISO processes 9001 and 14001 and other standards (www.galliker.com). The activities in the areas of transport, goods receipt, storage, retrieval, provision and delivery as well as **VAS** activities are carried out in accordance with Galliker's general processes.

4.2.3. Specific requirements

Any specific requirements, checks (e.g. for forgeries, damage) etc. must be notified to **Galliker** prior to the first collection and/or prior to the first storage by the **Customer** and must be agreed separately with **Galliker** in advance.

4.2.4. Food and Healthcare

To avoid obsolescence of individual goods, goods issue is carried out according to the first expired - first out principle (hereafter "**FEFO**"). In principle, the oldest goods are always used or delivered first. Goods are automatically transferred to blocked stock if they have exceeded a minimum remaining shelf life defined by the **Customer** and communicated to **Galliker,** unless otherwise agreed with the **Customer**.

4.2.5. Inventory and inventory differences

Inventories are subject to a charge. Inventory differences are offset against each other over the defined period (generally one year as of 1 January) (minus vs. plus entries). **Galliker** will not be charged for minus differences of less than 0.10% of the full value of the goods (pursuant to Art. 447 para. 1 of the Swiss Code of Obligations). The entitlement to compensation for any storage differences (or damage to the stored goods) applies at most since the last inventory or at most 14 months after receipt of the goods concerned.

4.2.6. Retention right

To the extent permitted by law, **Galliker** may at any time establish a right of retention to the **Customer's** stored goods to the extent of the respective balance from due invoices and other claims in connection with this contract. The parties agree that **Galliker** may at any time enter a retention of title for the goods in the retention of title register. The **Customer** undertakes to provide the signatures and consents required for this purpose.

4.3. Rights and obligations of the client
4.3.1. In general

The **Client** is responsible for those activities which are marked with **"X"** in the column **"Client"** in the respective applicable Annex Delimitations of Responsibility (Annex 1a, 1b or 1c).

4.3.2. Information and nature of the goods

The **Customer** must indicate on the Mandate all information necessary for the proper execution of the warehouse logistics, such as references to regulated goods (e.g. hazardous goods, goods without customs clearance, compulsory storage, etc.) as well as references to goods requiring special handling (e.g. odour emissions, special floor loads, extreme dimensions, humidity and temperature regulations, etc.).

Each **Mandate** must also contain at least the following information:

a. Quantity and type of goods to be stored or storage areas required in m^2 or m^3;
b. Timing of deliveries;
c. Type of delivery with weight per transport or storage unit;
d. estimated storage period.

Status changes for goods (blocking, recall, release) may only be made by a qualified person of the **Customer.**

5. Transport

5.1. Subject Transport

The object of the standard transport service is the collection, transport and delivery of goods to the consignee of any size and type, provided that the goods can be loaded into covered trucks and can be transported by road without a special permit due to the masses/weights.

5.2. Galliker's rights and obligations
5.2.1. Cargo

Unless otherwise agreed herein, the transport is governed by the provisions of the contract of carriage pursuant to Art. 440 et seq. of the Swiss Code of Obligations.

5.2.2. Dangerous goods

For the transport of hazardous materials or goods, the following mandatory requirements apply:

a. of the Federal Act on Protection against Dangerous Substances and Preparations (SR 813.1; Chemicals Act, **ChemA)**
b. the Ordinance on the Transport of Dangerous Goods by Road (SR 741.621, hereinafter **"SDR"**)
c. in international transport: Convention on the International Carriage of Dangerous Goods by Road (SR 0.741.621, hereinafter **"ADR"**).

5.2.3. Food and Healthcare

For storage and transport specifications in the food and healthcare sector, Annex 1b or 1c and Annex 2 apply. In the case of other requirements or other permissible tolerances to Annex 1b or 1c and 2, these must be agreed separately (e.g. within the framework of **QSV**).

Galliker shall maintain and calibrate devices for temperature monitoring and recording during transport in vehicles and/or containers regularly, but at least once a year.

In particular, **Galliker** monitors the temperature during loading, reloading, unloading and during intermediate storage at a goods handling location.

5.3. Rights and obligations of the client

5.3.1. Information and nature of the goods

The **Customer** is responsible for ensuring that:

a. the goods are suitable for transport, i.e. are suitably and securely packed for transport, are adequately marked and possibly numbered, unless this is an additional service;

b. the **Customer** declares all information, data and transport specifications such as the complete collection and delivery address, the number, quantity and type of packaging units, the contents, the gross weight and dimensions of the packages without being asked to do so. The **Customer** also declares the value of the goods if it exceeds CHF 15.00 per kg effective freight weight. The **Customer** shall provide timely information on the delivery time and the transport route.

c. the freight payer has been designated. If the freight payer is not identical with the Customer, the **Customer** remains liable to pay if the specified freight payer is in default of payment of the freight charge. **Galliker** shall only have to prove that the freight payer has been reminded once without success.

d. The **Customer** informs **Galliker** about special properties of the goods, such as: Dangerous goods or substances according to SDR/ADR; weight distribution and susceptibility to damage of the goods. This also applies to blocked, returned or recalled goods.

e. The **Customer** provides the current valid **SDS** (update) for dangerous goods or substances.

f. The **Customer** informs **Galliker** about special constraints during transport, such as: C.O.D.; payment advice; scheduling restrictions; access restrictions; etc.

5.3.2. Waybill - Transport accompanying documents

For transport processing, the **Customer** shall provide **Galliker** with a duplicate consignment note for international freight transport and digital information for national freight transport, which shall contain the information described in section 5.3. 5.3.1 above. If the **Customer** provides its delivery note in the form of a consignment note, it shall be responsible for ensuring that the delivery note is stored in accordance with the law. **Galliker** shall archive the consignment note and other accompanying transport documents in electronic form.

5.3.3. Loading aids

In general traffic with loading equipment with the consignors or consignees, only intact, transportable loading equipment may be used, which permits rational and safe transport and handling. Exchange loading equipment must comply with the EPAL/UIC exchange criteria. If a recipient refuses to accept the loading equipment upon delivery of the goods to be transported and **Galliker** has to take it back to the warehouse, the **Customer** shall be invoiced for the storage space used for this purpose plus the administrative costs for the entire duration of the custody. Minus differences for loading aids shall be borne by the **Customer**.

6. Additional Services / Value Added Services ("VAS")

If separately agreed, **Galliker** may also provide further **VAS**. **VAS** services are all services provided by **Galliker** that do not fall under sections 4ff. and 5ff. Such **VAS are** subject exclusively to contract law and are to be paid for in accordance with the **ASTAG calculation principles**, section 3 or the tariff agreement or the contract.

7. Warranty

Galliker does not assume any legal or material warranty, unless these are expressly agreed in the tariff agreement.

By placing the **Mandate,** the **Customer** confirms and warrants that its goods, in the form in which they are stored and/or transported, do not pose a risk to humans, animals or the environment and that they do not negatively affect other goods (no emissions, no contamination). The **Customer** warrants that its goods have no influence whatsoever on other stored goods and that they may in principle be stored and transported in the same room as other packaged goods without protective measures, unless the **Customer** has declared this to **Galliker** in the Mandate.

The **Customer** guarantees that the **MSDS** are up to date in accordance with the legal framework.

8. Liability of Galliker

8.1. In general

Galliker shall be liable exclusively for the diligent execution of Mandates in the event of damage to property and personal injury, unless liability is additionally limited pursuant to section 8.2 or excluded pursuant to sections 8.3 and 8.4.

Galliker's liability for the condition and inventory of the goods shall end at the time at which the **Customer** or recipient has accepted the goods without specified reservation and/or the benefit and risk have passed.

8.2. Limitation of liability

Galliker shall be liable under the contract for **direct damage to property and personal injury** caused by itself or its auxiliary persons to the maximum extent permitted by law with the following further limitations to the extent permitted by law:

a. **For transport damage, storage damage and damage under VAS:** In the event of loss of and damage to the goods affected per loss event and per vehicle or for the part of the goods affected: 8.33 Special Drawing Rights per kg effective freight weight.

b. **For damage caused by delay:** Maximum of the agreed transport price.

c. **For transports in international traffic:** the maximum limitations and exclusions of liability according to the [Convention on the Contract for the International Carriage of Goods by Road (SR 0.741.611, hereinafter CMR)](#) shall apply.

d. **For inventory differences:** maximum in the scope according to para. 4.2.5.

Liability within the scope of **Galliker's** services shall in all cases (applies nationally) amount to a maximum of CHF 40,000.00 per loss event. A loss event shall be deemed to be the totality of losses attributable to one and the same cause of loss or if there is a difference in inventory, even if this arose from several storage orders.

8.3. Disclaimer

8.3.1. For indirect damage

Liability for **indirect damage**, such as damage which does not directly affect the goods, as well as **pecuniary damage** such as loss of profit, loss of business, damage of a punitive or penal nature (such as fines, punitive damages and damages of a penal nature, contractual penalties), loss of data and data carriers, damage due to data protection breaches, damage due to intrusion into the IT system such as cyber incidents, malware, computer viruses and scripts, as well as other consequential damage, is excluded to the extent permitted by law.

8.3.2. Specific disclaimers

In particular, **Galliker** is not liable for damages arising from:

a. omissions, inaccuracies or breaches of duty by the **Customer**;

b. Breakage due to normal shocks or as a result of inadequate packaging by the **Customer**;

c. Damage to or loss of goods that were transported in closed or externally undamaged boxes, cartons or containers and whose perfect condition and completeness could not be checked at the time of acceptance;

d. insufficient space profile or route if the consignor or consignee has provided incorrect information;

e. Actions resulting in scratch, scuff, pressure and abrasion damage, enamel and paint chipping, polish cracking and the loosening of glued parts and veneers;

f. Loading and unloading activities on behalf of the **Customer,** unless the loading or unloading is carried out by the driver without him having registered with the consignor or consignee;

g. pure transhipment activities and their consequences for delays, incorrect unloading and loading, empty freight, demurrage of all kinds, loss of a booking, etc.;

h. Differences in loading aids in quantity or quality;

i. the transport of securities and documents of all kinds, precious metals, banknotes and live animals;

j. intentional, grossly negligent and slightly negligent damage by third parties.

8.4. Force Majeure

Galliker shall not be liable under any circumstances for damage caused by force majeure. **"Force majeure"** is an exceptional and unforeseeable event that is beyond the control of a party. This includes, for example, natural disasters, weather conditions, floods and high water, fire, storm, hail, landslide, earthquake, war, invasion, warlike operations, civil war, mutiny, military or popular uprising (rebellion, revolution, military or illegal seizure of power or state of siege), terrorism, hostage-taking, theft, sabotage, nuclear energy and radioactivity, pandemics, epidemics as well as black-outs, cyber attacks despite due technical and organisational measures by **Galliker** as well as energy or fuel shortages and resulting disruptions to internal communication or warehouse and/or transport performance.

The time required for the performance of the service shall be extended by the period corresponding to the period of delay resulting from the event of **"force majeure".** The parties shall inform each other immediately upon the occurrence of an event of force majeure.

8.4.1. Transport insurance

If the **Customer** or the owner of the goods has taken out transport insurance for the transport of his goods, he must inform **Galliker** of this before placing the order. If **Galliker** regularly carries out transports for the same **consignor/Customer**, it must only make the notification once, i.e. before the first order is placed. The goods are not covered by transport insurance during transport and any (interim) storage by **Galliker.**

The **Customer** may instruct **Galliker** to take out transport insurance for the goods in transit. The transport insurance premium shall be borne by the Customer. The transport insurance covers damage and loss at the cost price (sum insured) of the damaged or lost goods in transit.

9. Liability of the Customer

The **Customer** indemnifies **Galliker** against all claims or other claims made against **Galliker** by third parties, in particular but not exclusively in connection with transport, customs clearance, taxes and loading aids. The **Customer** is responsible for contractually obligating its end customers or recipients accordingly.

In addition, the **Customer** is liable to **Galliker** for all direct and indirect damage incurred by **Galliker** and its auxiliary persons as a result of the breach of this contract.

10. Intellectual property

Existing intellectual property rights such as software applications, trademarks, logos, processes, operating procedures, know-how, personal data, data, etc. are the property of the respective party or are legitimately used by it. Both parties are obliged to allow the other party to use its intellectual property rights or to grant sub-licences for intellectual property rights of third parties to the extent and for as long as this is necessary for the execution of the contract. In addition, use of the intellectual property rights of the respective other party is only permitted with the prior written consent of the respective trademark owner and may be revoked at any time.

11. Confidentiality

The parties mutually undertake to maintain strict confidentiality of confidential information. Confidential information includes in particular prices, financial information, business and production secrets, sales figures, personal data and other information about employees, customers or suppliers, published or unpublished intellectual property rights of a party, processes and data. In relation to personal data, the provisions of the **DPA** shall prevail.

The parties further undertake to treat the existence and content of this agreement as well as disputes arising from or in connection with this agreement as confidential and to protect them from unauthorised access by third parties. Neither party shall be entitled to continue to use the know-how of the other party disclosed to it under this agreement after termination of the agreement without the consent of the other party.

The foregoing confidentiality obligation shall not apply to the extent that (i) the disclosure is necessary for the performance of this Agreement, (ii) there is a legal obligation to disclose, (iii) the Confidential Information has become publicly known, (iv) the disclosure is made to advisors or employees who are bound by law or agreement to maintain confidentiality, and/or (v) the other parties have consented to the disclosure.

The foregoing confidentiality obligations shall survive the termination of this Agreement for a period of three (3) years.

12. Data protection

Personal data may only be processed insofar as this is permissible under the applicable data protection regulations (in particular the Federal Data Protection Act of 25.09.2020 (FADP, SR 235.1) and its implementing ordinances). The parties shall ensure that their employees involved in the processing of personal data are bound to secrecy or are subject to a corresponding legal obligation of secrecy. The parties shall familiarise their employees with the data protection provisions relevant to them or have already done so. The **Customer** undertakes to ensure that **Galliker,** as an agent, may process the personal data supplied by the **Customer.** In addition, the parties shall conclude the enclosed **DPA** if the **Customer** uses **Galliker**'s Customer centre via website or interface, the track & trace functions or **VAS.** In this case, each party shall provide a contact person for data protection issues.

13. Contract period and termination

These **GTC** apply for an indefinite period in the respective valid version for each offer placement. The valid version is available at https://www.galliker.com/enUS/gtc.htm. The contract may be terminated at any time subject to a notice period of six (6) months. Mandates placed will still be executed thereafter. The right to extraordinary termination for good cause remains reserved. Good cause shall be deemed to exist if the **Customer** is insolvent or has become bankrupt.

14. Due diligence and transparency

14.1. Sustainability

It is **Galliker's** concern to carry out transports as sustainably as possible and to operate warehouses as sustainably as possible.

In addition to many environmental, social, prevention/health and ethical labels, **Galliker is also committed to** the science-based targets initiatives (SBTi), which is based on the Greenhouse Gas Protocol with scopes 1, 2 + 3 (see: https://science-basedtargets.org). **Galliker is** also committed to Green Logistics.

14.2. Certifications

Galliker has certifications in various areas, available at https://www.galliker.com/enUS/customer-info/certifications.htm.

14.3. Compliance with working conditions

Both parties guarantee to comply with the legal labour obligations and the provisions of the Ordinance on Due Diligence and Transparency in relation to Minerals and Metals from Conflict-Affected Areas and Child Labour (SR 221.433, DDTrO).

14.4. Export control

Any export activities are the responsibility of the **Customer**. In particular, the **Customer** warrants not to commission **Galliker** to make deliveries to sanctioned persons or companies in accordance with the Federal Act on the Implementation of International Sanctions (SR 946.231; Embargo Act, EmbA).

15. Final provisions

15.1. Changes to these GTC

All changes to these **GTC** must be agreed in writing, unless they are accepted via the Customer Centre within the framework of Mandates.

15.2. Settlement exclusion

A set-off of damage claims against the fees is excluded.

15.3. Severability clause

If any provision of this Agreement or part thereof is or becomes invalid or unenforceable, the validity and enforceability of the remainder of the Agreement shall not be affected. The parties undertake to replace the invalid or unenforceable provision or the invalid or unenforceable part of a provision by a valid and enforceable provision which comes as close as possible to the economic purpose and which the parties would have agreed if they had known of the invalidity or unenforceability at the time of concluding this contract. The foregoing shall apply mutatis mutandis to gaps in this contract.

15.4. No relationship under company law

This Agreement does not create a corporate or similar relationship between the Parties.

15.5. Applicable law

For all disputes arising from or in connection with this contract / with these individual contracts or about its / their effectiveness, the parties agree exclusively on Swiss substantive law, excluding the conflict of law rules of the United Nations Convention for the International Sale of Goods of 11.04.1980 (SR 0.221.211.1; CISG) and the Hague Convention and the Federal Act on Private International Law (SR 291; PILA). The mandatory provisions of the CMR remain reserved.

15.6. Place of jurisdiction

The exclusive place of jurisdiction for all disputes arising from or in connection with this contract / with these individual contracts or about its / their effectiveness is Altishofen, Switzerland, unless other mandatory places of jurisdiction exist.

GTC Galliker Familien Holding AG

Appendix 1a: Responsibilities Cargo

A   **Stations Material flow**

	Goods receipt, inspection, storage and goods issue	Customer	Galliker
A1	Offering the goods	X	
A2	Compliance with transport conditions between the pick-up location and the **Galliker** warehouse location, provide packaging + goods suitable for transport	X	
A3	Receipt of goods with acceptance of the goods and incoming goods inspection (quantitative inspection of the number of pallets with the delivery note (batch homogeneity) and qualitative inspection for externally visible defects on the packaging, no general cargo inspection.		X
A4	System-technical booking of incoming goods according to the **Customer**'s data as per data exchange via interface		X
A5	Storage of the goods		X
A6	Mandate for goods issue, deliveries	X	
A7	Mandate picking		X
A8	Delivery of goods to consignee according to delivery note		X
A9	Information to **Customer** regarding quality-relevant defects from storage and transport		X
A10	Information to **Galliker** regarding quality-relevant defects for production-related reasons	X	

B   **Retours**

	Dealing with returns	Customer	Galliker
B1	Storage of rejected, recalled or returned goods		X
B2	Posting according to Mandate analogous to standard process goods receipt		X
B3	Information to **Customer** in case of unannounced returns		X
B4	Information to **Galliker** for registered returns	X	
B5	Decision on repatriation to the open fonds, blocked fonds or on destruction	X	
B6	An effective traceability system		X

C   **Warehousing**

	Premises, facilities and staff	Customer	Galliker
C1	Proper storage		X
C2	Safe storage of the goods, Avoidance of harmful influences		X
C3	Maintenance of the storage rooms and facilities		X
C4	Cleaning programme for storage rooms		X

D   **Data**

	Data of the goods	Customer	Galliker
D1	Transmission of correct article-related logistics data (article master data) (at least 5 days before the first delivery of a new good)	X	
D2	Correct transfer of the article master data		X
D3	Maintenance of the article master data	X	
D4	Transmission of necessary SOP/working instructions	X	
D5	Confirmation that the **Customer**'s goods do not pose a risk to humans, animals and the environment or to other goods and **Galliker** (in accordance with Clause 7).	X	
D6	Carrying out an annual inventory on behalf of and in consultation with the **Customer**, inventory differences according to para. 4.2.5	X	X
D7	Obligation to label the dangerous goods/dangerous substances in accordance with the applicable ADR specifications and to declare them to **Galliker.**	X	
D8	Obligation to provide **Galliker** with the relevant **SDS** when storing hazardous substances and to ensure a regular update, all hazardous substance data must be provided digitally and in the most up-to-date version	X	

E   Workflows Warehouse logistics

Processes		Customer	Galliker
E1	Incoming goods, control		X
E2	Compliance with the FIFO or FEFO principle		X
E3	Picking and shipping		X
E4	Mandate for destruction, blocking or unblocking of the goods	X	
E5	Destruction of the goods under the responsibility of and after consultation with the **Customer**, unless otherwise agreed upon		X

F   IT system

Processes		Customer	Galliker
F1	IT for warehouse and transport logistics incl. web applications (e.g. Customer centre)		X
F2	IT Maintenance & Service		X
F3	Internal network		X
F4	Own communication / internet connection for data transfer	X	

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Appendix 1b: Responsibilities Food

A   tations   Material flow

	Goods receipt, quarantine, inspection, release, storage and goods issue	Customer	Galliker
G1	Offering the goods	X	
G2	Compliance with transport conditions (incl. temperature and hygiene specifications) between the pick-up location and **Galliker**, provide packaging + goods in accordance with transport and temperature requirements.	X	
G3	Compliance with temperature and hygiene specifications during transport & storage		X
G4	Receipt of goods with acceptance of the goods and incoming goods inspection (quantitative inspection of the number of packages with the delivery note (batch homogeneity) and qualitative inspection for externally visible defects on the packaging, no general cargo inspection).		X
G5	System-technical booking of incoming goods according to the **Customer**'s data as per data exchange via interface		X
G6	Storage of the goods		X
G7	Sample train		X
G8	Examination and documentation of the sample		X
G9	Goods receipt release, release of blocked / recalled goods	X	
G10	Mandate for goods issue, deliveries	X	
G11	Mandate picking		X
G12	Delivery of the goods to the consignee according to the delivery note		X
G13	Ensuring batch traceability	X	
G14	Batch recall	X[1]	X[2]
G15	Information to **Customer** regarding quality-relevant defects from storage and transport		X
G16	Information to **Galliker** regarding quality-relevant defects for production-related reasons	X	

[1]   Inducement and notification to authority

[2]   Supporting activities

B   Retours

	Dealing with returns	Customer	Galliker
H1	Storage of rejected, recalled or returned goods in systemically and visually demarcated areas		X
H2	Posting to blocked stock according to Mandate analogous to standard process goods receipt	X	
H3	Information to **Customer** in case of unannounced returns		X
H4	Information to **Galliker** for registered returns	X	
H5	Decision on return to the open stock or on destruction	X	
H6	Preventing a risk of contamination during returns	X	
H7	An effective traceability system		X

C   Warehousing

	Premises, facilities and staff	Customer	Galliker
I1	Proper storage		X
I2	Safe storage of goods, avoidance of damaging influences		X
I3	Maintenance of the storage rooms and facilities		X
I4	Calibration and maintenance of the measuring instruments		X
I5	Cleaning programme for storage rooms		X
I6	Training of personnel, goods/Customer-specific training as specified by the **Customer**	X	X

D   Data

Data of the goods		Customer	Galliker
J1	Transmission of correct article-related logistics data (article master data) (at least 5 days before the first delivery of a new good)	X	
J2	Correct transfer of the article master data		X
J3	Maintenance of the article master data	X	
J4	Transmission of necessary ~~SOP/working~~ instructions	X	
J5	Confirmation that the **Customer**'s goods do not pose a risk to humans, animals and the environment or to other goods and **gallicans** (as per item 7.).	X	
J6	Definition SOP	X	
J7	Carrying out an annual inventory on behalf of and in consultation with the **Customer**, inventory differences according to para. 4.2.5		X
J8	Obligation to label the dangerous goods in accordance with the applicable ADR specifications and to declare them to **Galliker**	X	
J9	Obligation to provide **Galliker with the** relevant **SDS** when storing hazardous substances and to ensure a regular update. All hazardous substance data must be made available digitally and in the most up-to-date version	X	

E   Workflows

Processes		Customer	Galliker
K1	Incoming goods, control		X
K2	Compliance with the FIFO or FEFO principle		X
K3	Picking and shipping		X
K4	Mandate for the destruction of the goods	X	
K5	Destruction of the goods under the responsibility of and after consultation with the **Customer,** unless otherwise agreed upon		X

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Appendix 1c: Responsibilities Healthcare

A   Stations Material flow

	Goods receipt, quarantine, inspection, release, storage and goods issue	Customer	Galliker
L1	Offering the goods	X	
L2	Compliance with transport conditions (incl. temperature and hygiene specifications) between the pick-up location and **Galliker**, provide packaging + goods in accordance with transport and temperature requirements.	X	
L3	Compliance with temperature and hygiene specifications during transport & storage		X
L4	Receipt of goods with acceptance of the goods and incoming goods inspection (quantitative inspection of the number of packages with the delivery note (batch homogeneity) and qualitative inspection for externally visible defects on the packaging, no general cargo inspection).		X
L5	System-technical booking of incoming goods according to the **Customer**'s data as per data exchange via interface		X
L6	Storage of the goods		X
L7	Sample train on behalf of the **Customer**		X
L8	Examination and documentation of the sample		X
L9	Goods receipt release, release of blocked / recalled goods	X	
L10	System-technical booking of incoming goods according to the **Customer**'s data as per data exchange via interface		X
L11	Mandate for goods issue, deliveries	X	
L12	Mandate picking		X
L13	Delivery of the goods to the consignee according to the delivery note		X
L14	Ensuring batch traceability	X	
L15	Batch recall	X[1]	X[2]
L16	Information to **Customer** regarding quality-relevant defects from storage and transport		X
L17	Information to **Galliker** regarding quality-relevant defects for production-related reasons	X	

[1]   Inducement and notification to authority

[2]   Supporting activities

B   Retours

	Dealing with returns	Customer	Galliker
M1	Storage of rejected, recalled or returned goods in systemically and visually demarcated areas		X
M2	Posting to blocked stock according to Mandate analogous to standard process goods receipt	X	
M3	Information to **Customer** in case of unannounced returns		X
M4	Information to **Galliker** for registered returns	X	
M5	Decision on return to the open stock or on destruction	X	
M6	Preventing a risk of contamination, also in the case of returns	X	
M7	An effective traceability system		X

C   Warehousing

Premises, facilities and staff		Customer	Galliker
N1	Proper storage		X
N2	Safe storage of the goods , avoidance of damaging influences		X
N3	Maintenance of the storage rooms and facilities		X
N4	Calibration and maintenance of the measuring instruments		X
N5	Cleaning programme for storage rooms		X
N6	Training of personnel, goods/Customer-specific training as specified by the **Customer**	X	X

D   Data

Data of the goods		Customer	Galliker
O1	Transmission of correct article-related logistics data (article master data) (at least 5 days before the first delivery of a new good)	X	
O2	Correct transfer of the article master data		X
O3	Maintenance of the article master file	X	
O4	Transmission of necessary ~~SOP/working~~ instructions	X	
O5	Confirmation that the **Customer**'s goods do not pose a risk to humans, animals and the environment or to other goods and **gallicans** (as per item 7.).	X	
O6	Definition SOP	X	
O7	Carrying out an annual inventory on behalf of and in consultation with the **Customer**, inventory differences according to para. 4.2.5.		X
O8	Obligation to label the dangerous goods in accordance with the applicable ADR specifications and to declare them to **Galliker**	X	
O9	Obligation to provide **Galliker with the** relevant **SDS** when storing hazardous substances and to ensure a regular update. All hazardous substance data must be made available digitally and in the most up-to-date version	X	

E   Workflows

Processes		Customer	Galliker
P1	Incoming goods, control, quarantine		X
P2	Compliance with the FIFO or FEFO principle		X
P3	Picking and shipping		X
P4	Mandate for the destruction of the goods	X	
P5	Destruction of the goods under the responsibility of and after consultation with the **Customer**, unless otherwise agreed.		X

Appendix 2: Storage and transport conditions for Food and Healthcare Logistics

A   Warehouse

Temperature range	Max. permissible short-term Temperature deviation		Max. Time span of the permissible temperature deviation	Humidity
Ambient 15 - 25 °C	+ / - 5°C	---	30 min	20-80% relative humidity
Fresh 2 - 5 °C (8°C)	+ / - 2°C	---	30 min	No basic requirements
Frigo -18 °C	+ 3°C	---	30 min	No basic requirements

B   Transport

Temperature range	Max. permissible Temperature deviation		Max. Time span of the permissible temperature deviation	Humidity
Ambient 15 - 25 °C	+ / - 5°C	---	60 min	No requirements
Fresh 2 - 8 °C	+ / - 2°C	---	60 min	No requirements
Frigo -18 °C	+ 5°C	---	60 min	No requirements

If the above tolerances (temperature and / or time span) are exceeded or not met, the **Customers** concerned must be informed.

Short-term deviations due to door openings or for technical reasons (defrost phases) can exceed these ranges for a very short time and do not have to be reported.

The above measurements, specifications and monitoring always refer to the room temperature, not the goods (core) temperature.

→ Room temperature ≠ Product temperature

Appendix 3 Data Processing Agreement ("*DPA*")

between

Customer
as Controller
("*CUSTOMER*")

and

GALLIKER Familien Holding AG, Kantonsstrasse 2, 6246 Altishofen, Switzerland
as Processor ("*GALLIKER*")

1.   Preamble

(a)   This **DPA** and its appendices thereto set out the data protection obligations of the *Parties* and their *Affiliates* in relation to the *processing* of *Personal Data* under the *Main Contract* or any amendmet thereto. When the Customer uses the Customer Centre, whether via the Internet or interfaces or Track & Trace, **GALLIKER** and/or its *Affiliates* will have *access to* the **CUSTOMER's** *Personal Data*. Processing outside of these purposes is not an order processing, but serves exclusively to fulfil the service.

(b)   **GALLIKER** and/or its *Affiliates* will only use and *process personal data of the* **CUSTOMER** that has been transferred by the **CUSTOMER** within the framework of a *Main Contract.*

(c)   **GALLIKER** and/or its *Affiliates* will not use any *personal data* of the **CUSTOMER** for any purpose other than the performance of their obligations set forth in the *Main Contract, unless* they could base the *processing on* other legal grounds.

(d)   The **CUSTOMER** remains the exclusive controller of its *personal data*. **GALLIKER** is subject to the instructions of the **CUSTOMER** in this respect.

(e)   This *Contract* and its Schedules shall take precedence over the *Main Contract* unless a specific clause of this *Contracts* or its Schedules is expressly referred to in the *Main Agreement* or a different order of precedence is agreed herein.

2.   Conclusion of this DPA

This **DPA** has been made compulsory with each tariff agreement or approved by acceptance by the **CUSTOMER** as of 1 September 2023, provided that the **CUSTOMER** has access to the **GALLIKER** Customer Centre via the Internet or interface or uses Track&Trace.

3.   Rights and Obligations of GALLIKER

a.   Compliance with data protection laws and regulations

GALLIKER is obliged to comply with the *data protection laws and regulations* applicable to the *processor. The* **CUSTOMER**'s instructions must not violate the relevant data protection regulations. **GALLIKER** shall*,* in compliance with its due diligence obligations, draw the attention of the **CUSTOMER** to the fact that certain instructions given by the **CUSTOMER** might violate *data protection laws and regulations.*

b.   Purpose of the *processing*

GALLIKER declares and warrants, that the *processing will* be carried out exclusively for the purposes set out in the *main contract, unless* they could base the *processing* on other legal grounds. At no time will **GALLIKER** process any *Personal Data* otherwise and no *Personal Data will be* retained for longer than is necessary for the performance of the *Main Contract* or to fulfil a legal purpose or other justification. The *parties shall* specify in the *main contract* or in Annex 1 to this **GCU** the subject matter and duration of the *processing*, the nature and purpose of the *processing*, the types of *personal data* and the categories of data *subjects.*

c.   Actions only according to documented instructions

GALLIKER will process the *Personal Data* in accordance with the documented instructions of the **CUSTOMER**. This applies in particular in connection with any *relevant transfer* of *personal data*, with the exception of disclosure due to obligations under applicable laws and regulations to which **GALLIKER** is subject. In such a case, **GALLIKER** is obliged to inform the **CUSTOMER** of the relevant legal requirement prior to *processing,* where permitted.

GALLIKER shall in any event implement and enforce *appropriate safeguards* with respect to any *processing* and/or *relevant transfer* and ensure that its *Affiliates* and/or *subcontractors* performing *processing* and/or *relevant transfers* for **GALLIKER** also implement and enforce such *appropriate safeguards.*

If the **CUSTOMER**'s instructions violate legal or contractual provisions, in particular *laws and regulations on data protection,* **GALLIKER** is entitled to suspend the implementation of the corresponding instruction until it is confirmed or amended by the **CUSTOMER.** If the instruction in violation of the law or the contract is not amended within a reasonable period of time, **GALLIKER** has the right to terminate the *Main Contract in* whole or in part.

d.   Subcontractor

The **CUSTOMER** hereby grants general permission for **GALLIKER to** subcontract the *processing* and furthermore approves the *subcontractors* existing at the time of the conclusion of the contract. **GALLIKER** shall inform the **CUSTOMER** upon request of any changes to the *subcontractors*.

The involvement of a *subcontractor* from a third country without an equivalent level of data protection is possible, provided that the **CUSTOMER**'s *personal data* or other data are not subject to professional or official secrecy or other contractual confidentiality obligations explicitly exclude this. In all other cases, if a *subcontractor* is used, it must be ensured that an adequate level of data protection exists in relation to Switzerland or the EU.

GALLIKER shall ensure that no *subcontractor* processes *personal data* in breach of the provisions of this *Cotract* and the *laws and regulations on data protection* and that each *subcontractor* implements, as a minimum, at least *appropriate security* measures such as those set out in Appendix 2: "Technical and Organisational Measures".

Upon conclusion of the corresponding *main contract,* the *subcontractors* listed in Annex 1: "Subcontractors" shall be deemed approved by the **CUSTOMER.**

e. Rights of data subjects

Each *party* acting as a *controller in* accordance with this **DPA** shall retain sole responsibility for compliance with *data subjects'* rights (in particular with regard to information, rectification, erasure or blocking). The asserted rights of *data subjects that are asserted shall be* asserted against the relevant **CUSTOMER.** In the case of actions *by data subjects,* the **CUSTOMER** shall have the sole decision-making authority.

If the **CUSTOMER** is obliged under the applicable *laws and regulations on data protection to provide* a *data subject with* information on the *processing of* his/her *personal data*, **GALLIKER,** acting as a *processor, is* obliged to provide the **CUSTOMER** with the relevant information without delay to the extent that it is in a position to do so on the basis of the existing contractual relationship. Furthermore, at the **CUSTOMER**'s request, **GALLIKER** shall support the **CUSTOMER** against payment of the costs incurred by the CUSTOMER, e.g. through suitable *technical and organisational measures,* so that the **CUSTOMER** can fulfil the rights of the *data subject* in *a* timely manner.

GALLIKER declares and warrants that it will promptly inform the **CUSTOMER** of any requests from *data subjects*, supervisory authorities or other authorities in connection with *personal data* that **GALLIKER** processes as a *processor* in the course of providing the *Services* and that it will not itself comment on such requests.

GALLIKER must comply with all instructions from the **CUSTOMER** regarding the correction, deletion and/or updating of any *personal data,* insofar as it is able to do so on the basis of the existing contractual relationship. Costs shall be borne by the **CUSTOMER**.

f. Copies *personal data*

GALLIKER is not permitted to copy or reproduce *personal data* without the prior written consent of the **CUSTOMER,** unless this is necessary with regard to the provision and documentation or safeguarding of the *services.*

g. Technical and organisational measures

GALLIKER must implement and document appropriate *technical and organisational measures* to ensure a level of protection appropriate to the risk, taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the *processing and the* risk of varying likelihood and severity for the rights and freedoms of natural persons (hereinafter *appropriate safeguards*).

In detail, the *parties* agree on the implementation of the measures defined in Annex 2: "Technical and organisational measures".

The *parties* are obliged to inform each other immediately in the event of a suspected breach of the *laws and regulations on* data *protection* and, in particular, in the event of data loss during the *processing of personal data.* For the notification, the *parties* shall use the form listed in Annex 3: "Template for Notification of Data Protection Violations" or a form or type of notification that is appropriate in terms of content and spirit, such as electronic notifications via predefined interfaces or communication channels.

GALLIKER shall support the **CUSTOMER** at cost for more extensive measures than the technical and organisational measures agreed in Appendix 2.

4. Rights and obligations of the CUSTOMER

a. Legitimate *processing*

The **CUSTOMER** declares and guarantees that the *personal data* provided to **GALLIKER** has been *processed in* a lawful manner (e.g. lawful collection, compliance with the obligation to provide information) and may be *processed* by the **CUSTOMER** and **GALLIKER** - with, where necessary, an appropriate justification reason. **GALLIKER** is entitled to receive proof of the documentation of lawful *data* processing.

Without prejudice to the foregoing, **GALLIKER** shall not be liable for any breach by the **CUSTOMER** of the *laws and regulations on data protection* relating to unlawful processing.

Unless already stipulated in the *main contract* and/or another agreement, the **CUSTOMER** is obliged to inform **GALLIKER** about the categories of *personal data* and the data recipients that go beyond the information in Annex 1. The **CUSTOMER** acknowledges that special categories of personal data such as particularly sensitive personal data and profiles require higher security measures, which may entail cost consequences.

b. Audit and control law

GALLIKER shall provide the **CUSTOMER with** all information necessary to demonstrate compliance with the obligations set out in this *Agreement* and/or the *Main Agreement and* shall enable and support audits, including inspections, to be carried out by the **CUSTOMER** or an auditor approved by the **CUSTOMER** and by **GALLIKER. GALLIKER** shall inform the **CUSTOMER** if, in its opinion and where identifiable, an instruction violates applicable *laws and regulations on data protection*.

Upon request, **GALLIKER** shall provide the **CUSTOMER** with a summary of the data security audit reports carried out by independent bodies. Without prejudice to any clause in the *Main Contract relating to the* right of audit and review, the **CUSTOMER** (together with its appointed external auditors) shall have the right, in consultation with **GALLIKER** and subject to reasonable notice, to audit the relevant aspects of **GALLIKER**'s security measures and -procedures and to conduct its own security audits by a third party approved by **GALLIKER** in relation to the *Personal Data* (including penetration testing). Penetration testing can only be carried out on the premise that it will have no operational impact. The **CUSTOMER** shall be fully liable to **GALLIKER** for all damages in connection with penetration tests (including indirect damages). **GALLIKER** is obliged to cooperate fully in all such inspections and tests and to examine and, if indicated, implement at the **CUSTOMER**'s expense within a reasonable timeframe the essential recommendations resulting therefrom.

c. Support obligation

The **CUSTOMER** shall refrain from any action that would prevent **GALLIKER** from fulfilling its contractual or legal obligations, including in connection with *subcontractors* or cooperation with the competent supervisory authorities.

The **CUSTOMER** shall support **GALLIKER** in proving and documenting the accountability incumbent upon it by law with regard to the principles of proper *data processing,* including the implementation of the necessary *technical and organisational measures*.

5. Confidential information and data security

Each party shall ensure that persons authorised to *process personal data for the* other *party are* contractually bound to maintain *confidentiality of the information*.

Both *Parties* undertake to treat all information of a non-public nature obtained in connection with the *Main Contract as* confidential and in accordance with the applicable confidentiality obligations. This rule applies in particular to (i) all *confidential information* concerning *personal data* as well as *personal data of* the **CUSTOMER and** (ii) all *confidential information of* a non-public nature concerning a *party*'s business, such as its organisation, operational and technical processes, infrastructure and systems, products and *services* or information concerning contractual relations with third parties (*manufacturing and trade secrets*).

Neither *party* shall share or disclose any *Personal Data* except: (i) where necessary in relation to the provision of the *Services* under the *Main Contract*; or (ii) with the written consent of the other *party*; or (iii) when using a *subcontractor in accordance with* clause 2.5 of this *Agreement*; or (iv) where required or permitted by mandatory legal provisions, in which case the *party* shall be obliged to notify the other *party* thereof.

Each *Party* shall take *reasonable safeguards to* avoid disclosures or disclosures that are not in accordance with this **DPA** and *data protection laws and regulations.*

6. Liability

Liability is governed by the *main contract*. In all other respects the following shall apply:

Each *party* shall indemnify and hold the other *party* harmless on first demand from and against any and all third party claims (including *data subjects*) relating to a breach of these **DPA**, the *laws and regulations on* data protection or data protection-related provisions of a *principal contract,* regardless of whether such breach was committed by the liable *party* or one of its *agents*, suppliers or vendors, provided that the breach is legally attributable to the liable *party*. The indemnity obligation of the liable *party* includes without limitation all claims for damages by third parties, including costs and expenses incurred by the receiving *party in* connection with the infringement or the defence against claims by third parties.

If the GDPR applies, the *parties* shall be jointly and severally liable vis-à-vis the *data subjects within the* meaning of Art. 82 (4) GDPR. Any limitations of liability between the **CUSTOMER** and the *data subjects shall* also apply in favour of **GALLIKER**.

7. Final provisions

The *personal data* and all copies or reproductions made thereof remain the property of the **CUSTOMER**. Any rights of retention of **GALLIKER with** regard to the *personal data* are excluded without the express written consent of the **CUSTOMER.**

For the duration of the *main contract,* but for a maximum of 10 years, **GALLIKER** must store all (electronic) data accumulated during the cooperation, including *personal data of* the **CUSTOMER, in** such a way that all processes can be inspected and reconstructed at any time by the **CUSTOMER** or the authorities upon request. The **CUSTOMER** is responsible for archiving in accordance with the law.

After termination of the contract and expiry of 90 days, **GALLIKER** deletes all the **Customer**'s data, including the *personal* data in the Customer centre, with the exception of those data that **GALLIKER** is obliged to retain due to legal requirements or for the purpose of preserving evidence. The latter will be deleted after 10 years.

GALLIKER is obliged to inform the **CUSTOMER** immediately if **GALLIKER** must reasonably assume that there is a threat of seizure or confiscation with regard to *personal data of* the **CUSTOMER that is in the** possession or under the control of **GALLIKER** (for example in the context of insolvency or composition proceedings or due to steps taken by a third party). In such a case, **GALLIKER** must take all measures to protect the rights and legal position of the **CUSTOMER.** In particular, it must inform all the authorities and persons involved that the power of disposal over the *personal data* lies with the **CUSTOMER.**

Amendments and additions to this **DPA** and all its constituent parts, including any representations by **GALLIKER,** must be in writing and must be expressly stated to be an amendment or addition to these terms and conditions. The same shall apply in respect of any waiver of this formal requirement.

In the event that any provision of these **DPA** (or any part thereof) is or becomes invalid, illegal or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. The invalid, illegal or unenforceable provision in question shall be replaced by a mutually acceptable valid and enforceable provision which comes as close as possible to the effect intended by the invalid, illegal or unenforceable provision, while preserving the economic objectives and other intentions of the *parties.* The same shall apply to any gaps in the contract.

This **DPA** on data protection and confidentiality shall be interpreted on the basis of Swiss substantive law, excluding the rules of private international law (PILA, SR 291) and other multi- or bilateral international conflict of laws rules. The exclusive place of jurisdiction is Altishofen/LU.

8. Definitions

The following shall apply in this Annex:

"**Access or Remote Access**" means the activity or ability of creating, retrieving, modifying, disclosing, storing or *manipulating personal data*, assets, media and data carriers of the **CUSTOMER** or **GALLIKER**.

"**Adequate safeguards**" includes appropriate measures for the *processing of personal data* in accordance with data protection laws and regulations to ensure a level of protection appropriate to the risk and are specified in Annex 2.

"**Affiliates**" means the **CUSTOMER's** or **GALLIKER's** subsidiaries and/or group companies in which there is a majority voting or capital interest of more than 51%.

"**Confidential Information**" means any information of a non-public nature relating to a *Party* or any of its *Affiliates that is* disclosed by a *Party* or any of its *Affiliates* (referred to herein as the "Disclosing *Party") to* the other *Party* or any of its *Affiliates* (referred to herein as the "Receiving Party") or otherwise comes to the Receiving *Party's attention* during the performance of *Services* under the *Agreement, whether orally, in* writing, electronically or in any other form. *Confidential Information* includes, but is not limited to, technological or organisational processes, customers, personnel, business activities, databases, intellectual property, the terms and conditions of any contracts and other related information, and any other information and assets that are reasonably or customarily believed to be confidential or otherwise sensitive in nature, whether or not specifically marked as confidential, such as *manufacturing and trade secrets. Confidential Information does* not include information that (i) was lawfully available to the Receiving *Party* prior to disclosure without an obligation of confidentiality and was not obtained by the Receiving *Party* directly or indirectly from the Disclosing *Party,* or (ii) is or becomes generally available as a result of disclosure authorised by the owner of the information in question, or (iii) has been lawfully provided to the Receiving *Party* by a third party authorised to share or disclose the same on a non-confidential basis, or (iv) is demonstrably developed by the Receiving *Party in an* independent manner and without reference to *Confidential Information of* the Disclosing *Party*.

"**Controller**" means the natural or legal person, public authority, agency or any other body or entity which alone or jointly with others determines the purposes and means of the *processing of personal data.*

"**CUSTOMER Personal Data**" includes, but is not limited to, *Personal Data of the CUSTOMER*'s end customers, employees, and/or *processors*.

"**Data Protection Laws and Regulations**" means laws and regulations on data protection and/or the *processing of personal data relating* to the **CUSTOMER** and **GALLIKER** such as, but not limited to, the Swiss Federal Data Protection Act of 25 September 2020 (DPA, SR 235.1), and Regulation 2016/679 of the European Parliament and of the Council of 27. April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), including the national data protection laws and regulations applicable to **GALLIKER** and/or any of its *affiliates,* where applicable.

"**Data subject(s)**" means an identified or identifiable natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, an IP address, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of the natural person concerned, subject to the fact that *data subjects* include (i) persons other than living individuals as well as (ii) legal persons to the extent that the *processing of personal data of* a legal person is regulated by data protection laws or regulations.

"**DPA**" means this Data Processing Agreement.

"**EU Standard Contractual Clauses**" means the standard contractual clauses set out in the European Commission Decision 2004/915/EC of 27 December 2004 on standard contractual clauses for the transfer of *personal data* to third countries, as amended by Commission Decision 2021/679/EC of 4 June 2021, as amended from time to time. In the event of amendments to the *EU Standard Clauses* by a competent supervisory authority, references and references to the *EU Standard Clauses* shall be deemed to refer to the amended *EU Standard Clauses.*

"**Main Contract**" means the contract concluded between the *Parties for the* provision of transport, warehouse logistics services or so-called **Value Added Services («VAS».** Unless an ***individual contract/Mandate*** has been concluded, the main contract is the tariff agreement and the General Terms and Conditions of *GALLIKER* together with their annexes.

"**Mandate**" means the individual contract which together with the Tariff Agreements and these GTCs form one contract.

"**Manufacturing and Trade Secrets**" means the legal and contractual obligation not to disclose information relating to any business kept secret by the *CUSTOMER.*

"**Party(ies)**" means the *Party*(*ies)* defined in the *Main Contract* and the **DPA**, including the authorised recipients and successors of the relevant *Party*(*ies*).

"**Personal Data**" means any information about a *Data Subject,* including health-related data and genetic data as defined in this **DPA** and *data protection laws and regulations.*

"**Processing**" means any activity or set of activities carried out in relation to *Personal Data* or sets of *Personal Data,* whether or not using automated means, such as the collection, recording, organisation, organisation, storage, adaptation or other alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of or *access to* Data.

"**Processor**" means a natural or legal person, public authority, agency or other body which processes *personal data on* behalf of the Controller *processes*.

"**Pseudonymisation**" means the *processing of personal data* in such *a* way that *personal data can no* longer be attributed to a *data subject* without the use of additional information, provided that the additional information concerned is kept separate and is the subject of technical and organisational measures to ensure that re-identification cannot take place.

"**Relevant Transfer**" means a transfer of *Personal Data* to a third party located in a country which (for the purposes of this Annex) does not provide *Adequate Safeguards.*

"**Representatives**" includes a *Party's* staff, directors, officers, employees, agents, consultants, contractors, *subcontractors and* any other type of authorised *representative* and advisor, as applicable, or, as the case may be, personnel.

"**Services**" means (1) the *services*, tasks and responsibilities described in the *Main Contract,* including the provision of Deliverables, if any, including, if applicable, any warranty remedies provided free of charge by *GALLIKER to* the *CUSTOMER* and/or its *Affiliates;* (2) *services*, tasks and responsibilities provided pre-contractually in view of the conclusion of the contract; and (3) any *services,* tasks and responsibilities which, although not expressly stated in the main contract, are necessary for the proper execution and provision of the *services* described in (1) and (2).

"**Subcontractors**" means any agents, contractors or other third parties engaged by *GALLIKER.*

Appendix 1 to the *DPA*: Subject of data processing

1. Subject of the processing activity

Ordering and processing of transport, warehouse logistics and value added services via the GALLIKER Customer Centre (Internet or interface) as well as track & trace.

2. Purpose of the data processing

Ensuring the conclusion of the contract and execution of the transport and warehouse logistics contract as well as the provision of value added services.

3. Place of processing of personal data

The data is processed exclusively in Switzerland.

4. Relevant disclosure

There is no relevant disclosure of the data.

5. Approved subcontractors

No subcontractors are used for the Customer Centre and Track & Trace and **VAS.**

6. Personal data categories

Transport and Logistics	VAS
Customer contact data (name/address)	Customer contact data (name/address)
Customer communication data (tel., e-mail, fax)	Date of birth
Tracking status	Nationality
Shipment tracking	Customer communication data (tel., e-mail, fax)
Customer number	Tracking status
Delivery date	Shipment tracking
Number	Customer number
Transport unit	Delivery date
Weight (kg)	Number
Temperature range	Vehicle / enrolment number
Creator	ID passport copy
	Copy of vehicle registration document / vehicle registration certificate
	Copy of insurance certificates
	Residence certificates
	Residence permit
	Insurance certificates
	Control plates

7. Special categories of personal data

Only for Healthcare Logistics: possibly contact details of patients

8. Categories of data subjects

End Customer	Contact persons of the responsible person

Appendix 2 to the DPA: Technical and organisational measures

1.   Preamble
(i)   These technical and organisational measures are applicable to *personal data of* the **CUSTOMER.**

2.   Organisation
(i)   **GALLIKER** has a documented and current Information Security Policy (ISP) which it maintains, has implemented and communicated to its *representatives.* **GALLIKER**'s ISP is aligned with ISO/IEC 27001/27002:2013. **GALLIKER** will provide its ISP and any amendments to the **CUSTOMER** upon request.
(ii)   **GALLIKER** is committed to complying with the specific requirements of applicable *data protection laws and regulations.* This may include measures for the following: Appointment of data protection officers; Obligation of employees to maintain confidentiality; Training of personnel on data protection and data security; Realisation of IT security concepts; Notifications / approvals in connection with data protection authorities, if applicable.
(iii)   In order to avoid any accidental mixing of the **CUSTOMER**'s data, **GALLIKER** shall, in particular from an economic point of view, implement *Appropriate Security Measures to* separate *personal data* other than those belonging to the **CUSTOMER (CUSTOMER**'s *personal data) from* **GALLIKER**'s infrastructure by means of appropriate technical and organisational measures (examples of measures: physical or logical separation of *personal data*).
(iv)   **GALLIKER** shall cause all of its *agents* who have *access to* the **CUSTOMER**'s *personal data* and/or infrastructure to comply with its policies and procedures, in particular this Schedule, or any supplementary IT security measures notified to **GALLIKER** by the **CUSTOMER. GALLIKER** shall take all reasonable precautions to avoid damage to any computer equipment, systems, data and, in particular, *personal data of the* **CUSTOMER** as a result of any act, omissions or negligence on the part of **GALLIKER** or any of its *agents.*

3.   Risk assessments
(i)   **GALLIKER** regularly (at least annually) conducts risk assessments to i) identify reasonably foreseeable threats that could result in unauthorised *access to* any of the Personal Data or that could result in any of the Personal Data being unauthorisedly copied, used, *processed,* disclosed, altered, destroyed or lost, (ii) assess the likelihood of these threats occurring and the harm they may cause; and (iii) assess whether the technical, administrative and organisational security measures in place are sufficient to comply with data protection laws and regulations.

4.   Safety measures
(i)   Security measures must take into account the state of the art, the cost of implementation and the nature, scope, context and purposes of the *processing,* as well as the risk of varying likelihood and severity to the rights and freedoms of natural persons. The *Appropriate Security Measures* of both **GALLIKER** and the **CUSTOMER** must ensure a level of security appropriate in view of the risk, including, where appropriate, the following:
        a.   *Pseudonymisation* and encryption of *personal data;*
        b.   the ability to ensure the maintenance of confidentiality, integrity, availability and resilience of processing systems and services;
        c.   the ability to promptly restore the availability of and *access to personal data* following the occurrence of a physical or technical incident;
        d.   a secure electronic communication between **GALLIKER** and **CUSTOMER** by using the SMTPS protocol.
        e.   a procedure for regularly testing, assessing and evaluating the effectiveness of technical under organisational measures to ensure the security of *processing.*
(ii)   When assessing the adequate level of protection, the risks associated with the *processing* must be taken into account, in particular the risk that *personal data* disclosed, stored or otherwise *processed may be* inadvertently or unlawfully destroyed, lost, altered or disclosed or accessed without authorisation.
(iii)   The security measures must correspond to those security measures which, where applicable, are specified as a minimum requirement by the national laws and regulations on data protection applicable to the **CUSTOMER.**

5.   Access control
(i)   *Access to* the facilities, systems, applications and networks used for these services shall be granted only on a least privilege basis.
(ii)   **GALLIKER** will endeavour to ensure that the **CUSTOMER's** *personal data* is stored within **GALLIKER**'s infrastructure in a physically secure environment to which only authorised **GALLIKER** personnel have *access* and that physical *Appropriate* Media *Security Measures* are implemented to prevent any media containing the **CUSTOMER's** *personal data* from being *accessed*, copied, modified or deleted without authorisation.
(iii)   The principle of segregation of duties shall be applied and documented.
(iv)   *Access* (including physical access) to systems, applications and networks for *access to personal data* and assets, media and data carriers shall be logged and *access to* log files shall be restricted to authorised personnel. If the **CUSTOMER** allows users to access password-protected applications of **GALLIKER, the CUSTOMER is responsible for** their actions. Upon request, the CUSTOMER shall be given *access to* **GALLIKER**'s applications and a copy of the relevant log files.
(v)   Log files shall be retained for a period of at least six (6) months in accordance with the **CUSTOMER**'s instructions.
(vi)   *Access* (including privileged *access*) to systems for *access to* Personal Data and assets, media and data carriers shall be routinely reviewed and, if no longer justified, immediately revoked. Persons authorised to use a Data Processing System shall only be granted *access to* the **CUSTOMER**'s *Personal Data if* they have a need to know the *Personal Data* concerned. In addition, no *personal data of the* **CUSTOMER** may be read, copied, modified or deleted without appropriate authorisation during *processing* or use and after custody (examples of measures: Restricting access to files and programmes to those who need to know them; preventing the use/installation of unauthorised hardware and/or software; storing data carriers in secured areas; establishing rules for the secure and permanent destruction of data carriers that are no longer needed).

6.   Integrity controls

(i)   Except to the extent necessary for the provision of the *Services in* accordance with the Agreement, no **CUSTOMER** *Personal Data shall be* read, copied, altered or deleted without authorisation during disclosure or storage and it shall be possible to determine to whom **CUSTOMER** *Personal Data* has been disclosed.
(ii)   It must be possible to check and determine retrospectively whether and by whom *personal data of* the **CUSTOMER** were entered, accessed, changed, copied or deleted in data processing systems (examples of measures: Logging of the activities of administrators and users).
(iii)   *Personal data of* the **CUSTOMER** *processed* by **GALLIKER** may only be *processed in accordance* with the agreement and the **CUSTOMER**'s instructions in this regard (examples of measures may include: written instructions or contracts; monitoring of contract performance).
(iv)   Password management
        a.   Strong passwords are used for all systems and applications (at least 8 characters, special characters, numbers and letters). The passwords in question must be changed by the user when they are first used and at least every three months thereafter.
        b.   The maximum number of failed consecutive login attempts shall be limited and, if exceeded, *access shall be* blocked until the password is reset by authorised personnel.
        c.   Passwords are issued and delivered in a secure manner and only after the identity of the applicant has been verified.
        d.   Default passwords must be changed the first time they are used.
        e.   Passwords must not be stored or forwarded in readable form.

7. Availability

(i) *Adequate security measures* must be designed to prevent loss of the **CUSTOMER**'s *personal data* as a result of accidental destruction or other loss (examples of measures may include: Creating backup copies kept in specially protected environments or building reliable redundancies; installing anti-virus software; creating contingency plans or business resumption strategies in the event of water damage, lightning, power outages or other failures on the part of **GALLIKER**).

(ii) Host operating systems: All host operating systems are secured, which includes but is not limited to the following:

   a. Time limits for inactivity;
   b. Deactivation of unused ports/services;
   c. Systems are patched and use current and supported software versions;
   d. Anti-virus solutions, including the timely use of up-to-date signatures: Software or *personal data* provided by **GALLIKER** shall be checked for viruses by the **CUSTOMER** at its own expense prior to use. All virus checks by the **CUSTOMER** shall be carried out at the **CUSTOMER**'s place of work prior to use using state-of-the-art anti-virus software (available in the software industry at the relevant time). **GALLIKER** shall, in accordance with its own policies and procedures, carry out virus checks on its own systems and provide evidence to the CUSTOMER that this has been done on reasonable request. Viruses means any virus, worm, Trojan horse, malware or other malicious code or malfunctioning software, code or tool, software lock, backdoor, time bomb, program access denial, similar disabling code or other disabling mechanism, or any other feature or device that would in any way impair or interfere with the use or operation of the Software or *Personal Data* provided to the **CUSTOMER or** introduced into the **CUSTOMER**'s assets, media and data carriers (hereinafter referred to as "Viruses").

8. Vulnerability assessments

(i) Servers, endpoints, networks and applications must be checked regularly.

(ii) Weaknesses must be remedied, taking into account the risks and consequences associated with them.

(iii) **GALLIKER** has a formal vulnerability management programme designed to address any vulnerabilities.

9. Network security

(i) For the handling of *personal data* and the connection to used hosts/infrastructure, assets, media and data carriers shall be protected by means of firewall(s). The firewall rules shall be reviewed and documented on a regular basis.

(ii) Network-based security monitoring is carried out in connection with the *processing of personal data* and the connection to assets, media and data carriers.

(iii) Intrusion prevention systems are implemented in connection with the *processing of personal data* and the connection to assets, media and data carriers.

(iv) *Remote access* to **GALLIKER**'s networks is protected using multi-factor authentication and the connection is secured via VPN.

10. End-user computing

(i) Anti-virus and anti-malware software is installed and active on the endpoints used to *access* the **CUSTOMER**'s *personal data* or assets, media and data carriers, and signature updates are installed in a timely manner.

(ii) Laptops and mobile devices are encrypted.

(iii) Critical operating system patches are installed promptly.

11. Storage of personal data

(i) *Personal data of the CUSTOMER* may not be stored on private mobile devices or private portable storage media (including USB drives, DVDs, CDs or portable hard drives).

(ii) *Personal data of the CUSTOMER* may be stored on devices or portable storage media approved by **GALLIKER as** long as they are in an encrypted format based on strong encryption.

(iii) Sensitive **CUSTOMER** *personal data*, assets, media and storage classified as 'Restricted', including PII, PHI and PFI, shall be encrypted using strong encryption when stored at rest.

12. Destruction of personal data, assets, media and data carriers of the CUSTOMER

(i) **GALLIKER** shall not have the right to destroy or reproduce the **CUSTOMER**'s *personal data*, assets, media and data carriers without the **CUSTOMER's** prior consent, which must be given in writing or by e-mail. **GALLIKER** and its affiliated companies shall return *personal data*, assets, media and data carriers of the **CUSTOMER** - unless they are legally obliged to keep them safe - immediately and in full at the first request of the CUSTOMER. The same applies in the event that **GALLIKER** no longer requires any of the **CUSTOMER**'s *personal data*, assets, media and data carriers. **GALLIKER** and an *Affiliat* of **GALLIKER** shall return the relevant property of the **CUSTOMER** to the **CUSTOMER** or destroy the same.

(ii) **GALLIKER** shall implement and maintain *Adequate Safeguards* and procedures to remove or destroy **CUSTOMER**'s *Personal Data* from computers, servers, fax machines, printers, copiers, scanners, paper documents and mobile devices, etc. that are no longer in use.

13. Documentation, testing and examination

(i) Logs shall be kept to ensure that the processing steps actually carried out, in particular changes, retrievals and forwardings, can be traced to the extent necessary to verify their admissibility.

(ii) The measures taken in accordance with paragraphs 1 to 12 above shall be documented in Mandate to facilitate control and ensure the preservation of evidence.

(iii) **GALLIKER** is obliged to promptly provide the **CUSTOMER** with a copy of all reports on audits carried out by independent bodies.

(iv) Without prejudice to any clauses of the *Main Contract* dealing with the right of audit and inspection, the **CUSTOMER** (together with its external auditors or any supervisory authorities) shall have the right, in consultation with **GALLIKER** and subject to reasonable notice, to audit any aspect of **GALLIKER**'s security measures and procedures and to conduct its own security audits in relation to the **CUSTOMER'S** *Personal Data*.

(v) **GALLIKER** is obliged to cooperate fully with all such checks and controls and to provide information without unreasonable delay. In addition, **GALLIKER** is obliged to inform the **CUSTOMER** without unreasonable delay of any data protection incident involving the **CUSTOMER**'s *personal data* after it has discovered or become aware of the incident in question.

(vi) **GALLIKER** is obliged to implement any reasonable recommendations resulting therefrom within the agreed period. In the event that, in the reasonable opinion of the **CUSTOMER, it is** necessary for the **CUSTOMER**'s personnel to be present at **GALLIKER's** facilities, **GALLIKER** undertakes to facilitate the presence of any of the **CUSTOMER**'s personnel at the **CUSTOMER's** expense.

Appendix 3 to the DPA: Data Protection Breach Notification Template

Notification to: the **CUSTOMER**'s data protection or information protection officer

PROCESSOR	
Time period/date of the incident	
Date of determination	
Description of the incident	
Categories of data concerned	
Number of persons affected	
IT system concerned	
Responsible department at the CONTRACTOR	
Name and contact details of the data protection officer or advisor	
Author + date of the message	
Who was informed by whom (data protection authorities, data subjects, supervisory authorities) and if so, what was communicated	
Source of information about the data breach	
Description of the consequences of the incident	
Description of any measures already taken by the CUSTOMER (taking into account that no evidence is destroyed).	
If criminal proceedings have been instituted	
Description of further technical and organisational measures to be taken in the future	
Measures to mitigate the damage of the incident	
Overall risk assessment	

Appendix 4: ASTAG calculation principles for intercity transport, General provisions

1.   Scope of application and basics

1.1.   Scope of application

1.1.1. Definitions

The *calculation bases for intercity transport (GU)* refer to carriage of freights within Switzerland and the Principality of Liechtenstein and relate to the transport of goods in general cargo, part-load and wagonload transport.

1.1.2. General

The present calculation bases were developed with the introduction of the third stage of the performance-related heavy vehicle charge (HV as of 01.06.2021) and include the HVC.

1.1.3. Cross-border transports

In the case of cross-border transports, the part of the route covered in Switzerland or the Principality of Liechtenstein is calculated according to the *calculation basis for intercity transport (GU).*

2.   Basics

2.1.1. Cost rates

The general cargo rates comprise the freight rates from 100 kg to 4,000 kg, the part and wagon load rates from 5,000 kg to 24,000 kg. If the general cargo cost rate is lower than the minimum cost rate, the freight rate is calculated according to this.

2.1.2. Consignment subject to freight

Each consignment is considered a single consignment subject to freight charges and is ready for dispatch at the same time.

2.1.3. Connecting loads

The cost rates apply to localities that are regularly accessible by road.

Connection freight for mountain railways etc. is not included in the calculation and will be charged additionally.

3.   Standard services

3.1.   Transport Mandate

3.1.1. Required information

The following information is required to place an Mandate or transport:

-      Complete collection and delivery address

-      Freight payer (if the freight payer is not identical with the principal, the principal remains liable to pay if the specified freight payer is in default of payment of the freight charge. The carrier only has to prove that the freight payer has been reminded once without success).

-      Quantity and type of packaging units

-      Gross weight and dimension per packaging unit

-      Special features: SDR/ADR; cash on delivery; advice; time restrictions; access restrictions; goods whose value exceeds CHF 15.00 per kg effective freight weight

3.1.2. Waybill - Transport accompanying documents

A duplicate consignment note containing the information listed under point 2.2.1 is required for the transport transaction. If the principal provides his delivery note as a consignment note, he is responsible for ensuring that the delivery note is kept in accordance with the law. The carrier may archive the consignment note and other accompanying transport documents in electronic form.

3.1.3. Labelling of the packaging units

The consignor is responsible for the labelling of the packaging units. The minimum information required for each packaging unit is the consignor's and consignee's address. Dangerous goods must be labelled in accordance with the SDR/ADR regulations and provided with the necessary accompanying documents. In addition, the consignor must indicate any special handling of the goods, e.g. distribution of the centre of gravity and the same on the packaging unit.

3.1.4. Transport insurance

If the sender or the owner of the goods has taken out transport insurance for the transport of his goods, he must inform the carrier of this before placing the Mandate. If the carrier regularly carries out transports for the same sender/Customer, he shall only have to make the notification once, i.e. before the first Mandate is placed. The goods are not covered by transport insurance during transport and any (intermediate) storage by the carrier.

4.   Weight subject to freight

In principle, the gross weight applies, including pallets, additional equipment and packaging material. However, if the volume weight exceeds the gross weight (see 2.4), the volume weight shall be deemed to be the chargeable weight. The carrier reserves the right to make control considerations.

4.1.   Volume goods / minimum tax weights

The following minimum tax weights are defined under voluminous or bulky goods:

-      Stackable goods 1m3 = 250 kg

-      Non-stackable goods 1m2 = 500 kg

-      Standard pallet (1.20x0.80m) 1 Pal = 500 kg

-      Loading metre (LM) 1 LM = 1'200 kg

4.2.   Calculation of the transport distance

For the *calculation bases GU,* the calculation of the transport distance is based on the ASTAG distance network.

4.3. Loading aids

4.3.1. General

In general traffic with loading aids with the consignors or consignees, only intact, transportable loading aids may be used which allow rational transport and handling (for example EURO/SBB pallets in accordance with the EPAL/UIC standard or equivalent loading aids such as lids and frames).

4.3.2. Return transport of loading aids

The empty standard exchange units are transported according to the following approaches:

Euro pallet: CHF 2.00 per piece

Frame: CHF 6.00 per piece

Lid: CHF 1.00 per piece

at least CHF 20.00 per Mandate

4.3.3. Empty pallet cages

The flat rates listed below are understood as follows for full transport by the same carrier:

1 - 3 pieces CHF 30.00 per piece

4 - 5 pieces CHF 24.00 per piece

6 and more CHF 20.00 per piece

4.3.4. Exchange device traffic

The principal must clearly indicate on the collection Mandate and delivery note whether loading equipment (only standard equipment such as EURO/UIC pallets, frames, lids) must be exchanged or not.

a) A service charge is levied on the Mandate with loading aids and shown separately on the transport invoice: 4 per cent on net freight for exchangeable pallets in accordance with EPAL/UIC criteria 8 per cent on net freight, if frames and covers are used and for pallets in cross-bMandate traffic 8 per cent on net freight if white exchange equipment must be delivered

b) In individual agreements, a fixed cost rate per loading equipment type can be agreed instead of a percentage surcharge (example: per circulation = pallets CHF 2.00 per white pallet CHF 4.00 per frame, lid CHF 4.00 / cross-bMandate traffic CHF 4.00).

4.3.5. Exchange

If the exchange equipment cannot be exchanged step-by-step at the consignee, the carrier is entitled to claim the exchange equipment credits from the principal.

5. Additional services
The following additional services are charged as follows

5.1. Traffic obstructions
In the case of detours Mandateed by the authorities and road sections subject to tolls (e.g. tunnels), the corresponding additional costs, in particular additional kilometres, plus HVF will be charged.

5.2. Car-free villages / connecting freight for mountain railways
The additional costs for transport to towns which are not regularly accessible by road will be charged according to the official local delivery tariff (e.g. Zermatt, Saas Fee, Wengen, etc.).

5.3. ADR / SDR
For the transport of dangerous goods (ADR / SDR), the surcharge is 10 per cent of the gross freight amount; minimum CHF 20.00, maximum CHF 50.00 per consignment. For the transport of Class 1 goods requiring EX-protected vehicles, the surcharge is 20 per cent of the freight costs; minimum CHF 50.00, maximum CHF 130.00 per consignment. Any expenses for permits will be charged separately.

5.4. Delivery dates / collections
Time-limited deliveries or collections must be agreed in advance with the carrier's scheduling department. In addition, the agreed delivery date must be clearly noted on the delivery note.

The additional expenses are charged as follows:

- Delivery date until 08.00 hrs Surcharge CHF 80.00

- Delivery date until 10.00 a.m. Surcharge CHF 50.00

- Fixed date surcharge CHF 50.00

- Pick-up on fixed date Surcharge CHF 50.00

- Collection after 4.30 p.m. Surcharge CHF 80.00

5.5. Notification
Notification by telephone, fax or e-mail, if requested by the client, will be charged at CHF 5.00 per notification. In the case of deliveries to private households, notification will be made against payment without special agreement.

5.6. Multi-unloading points
Additional loading and/or unloading points at the same domicile will be charged at CHF 60.00 per additional loading and/or unloading point.

5.7. Second delivery
If a consignment cannot be delivered on the first delivery and the carrier is not responsible for this, the return transport and each subsequent delivery will be charged. Any interim storage will be charged separately.

5.8. Cash on delivery («COD»)

COD must be clearly and specifically declared to the carrier. The collection fee is 2% of the COD amount, with a minimum of CHF 30.00 per shipment. The COD offer must include the following points:

- Written issuance by the principal

- explicit, clearly visible note on the delivery note

- Only one COD amount per recipient and in Swiss francs

- Additional note if freight costs are also to be claimed separately

- Written note by the principal whether cash or crossed cheques in CHF are accepted

The **CONSUMER** shall ensure the proper issuance of the relevant documents.

5.9. Goods from 3m length

The surcharge for goods over 3m in length is 25 per cent on the gross freight amount, up to a maximum of CHF 50.00 per consignment.

5.10. Container and railway *wagon*

The loading and unloading of containers and railway wagons, without the provision of auxiliary personnel by the consignor or consignee, shall be charged in accordance with Clause 6.

5.11. Support staff

Support staff will be charged at a rate of CHF 70.00 per man-hour.

Every half hour or part thereof shall be charged as half an hour.

5.12. Fees

Fees and other expenses such as port charges, weighing charges, special permits, etc. shall be passed on to the client.

5.13. Disposal

Disposal costs, costs for return transport or to the disposal site will be charged at cost.

5.14. Storey deliveries

Moving the goods to a floor, cellar, etc. (floor delivery) is charged at CHF 10.00 per 100 kg (minimum CHF 10.00 per transfer).

5.15. Waiting times

Loading and unloading time are included in the calculation basis with a maximum of 5 minutes per 1,000.00 kg chargeable weight. If this loading or unloading time is exceeded, a surcharge of CHF 90.00 per hour will be added to the freight costs. Each half hour or part thereof will be charged as half an hour.

5.16. Trade fairs

Additional expenses will be charged at cost and / or according to the local trade fair tariff.

5.17. Air freight shipments

The additional expenses for air freight Mandates as a result of new security regulations for the carriage of air freight consignments are charged with a surcharge of CHF 20.00 per export consignment.

5.18. Pneu / refrigerated goods

A surcharge of 20 per cent is levied on the freight rate for the transport of refrigerated goods and 55 per cent for the transport of tyres.

6. Other provisions
6.1. Invoicing

Services are invoiced in Swiss francs. Value added tax is charged additionally and shown separately.

6.2. Payment deadline

Invoices are payable net within 30 days of the invoice date. Any discount deductions will be charged subsequently. If payment is not made within 30 days (due date), interest on arrears of 5 per cent will be charged from the due date.

6.3. Bank/mail charges

In the case of bank/mail transfers, the principal (**Customer**) shall pay the fees/charges incurred.

6.4. New opening for customers

For new Customer openings, single invoices, invoice amounts below CHF 100.00 or re-invoicing, CHF 20.00 administrative fees will be charged.

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7. Handling cost rates (as of 1 January 2023)

7.1.	**Export handling**	per 100 kg		Minimum
				per shipment
general		CHF 2.60		CHF 11.00

7.2.	**Import handling**	duty paid goods	goods AC	Minimum
		per 100 kg	per 100 kg	per consignment
general		CHF 1.10	CHF 1.60	CHF 5.10
Surcharge for self-collectors		CHF 1.60	CHF 1.60	CHF 5.10

7.3. Special services

a) Loading or unloading containers / sorting, commissioning / direct reloading, better loading / disposal of empties and expendable pallets

At actual cost	per hour	Minimum
Per man and hour	CHF 70.00	CHF 18.00

b) Use of forklift trucks in the handling or terminal area

	per hour	Minimum
up to 1.5 t lifting power	CHF 98.00	1/4 hr.
up to 3.5 t lifting power	CHF 140.00	1/4 hr.
from 3.5 t lifting power	CHF 148.00	1/4 hr.
from 5.0 t lifting power	by arrangement	

Date:…………………………………..

Company:………………………………..

Signature:…………………………………

Name:………………………………………

Date: ……………………………………..

Company:………………………………..

Signature:…………………………………

Name:………………………………………