Terms for consumers

General terms and conditions · Version 04.11.2026

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1. Scope and contractual basis

1.1 These terms apply to contracts of SATS Group GmbH with consumers within section 13 BGB and cover the agreed transport, forwarding, vehicle logistics, customs and additional services. The ADSp are not agreed with consumers.

1.2 Individual agreements prevail. The version incorporated when contracting applies. Mandatory statutory customer rights remain unaffected.

2. Instruction and scope

2.1 SATS quotes are non-binding unless expressly stated otherwise. The completed order is the customer's offer. SATS accepts it by an order confirmation in text form. An automated receipt acknowledges receipt only. Individually agreed alternative methods of contracting remain possible. Unless otherwise agreed, SATS may accept within five business days, meaning Monday to Friday excluding public holidays at its registered office. A new offer is required thereafter.

2.2 The agreed quote and order confirmation specify scope, route, modes of transport, dates, prices and separate services. SATS may appoint suitable providers. Its own statutory obligations and any statutory status as carrier, including in fixed-cost forwarding, remain unaffected.

2.3 Dangerous goods, damaged or abnormal traction batteries, temperature-controlled, perishable, particularly valuable and time-critical consignments must be disclosed before ordering and expressly accepted by SATS. Selecting an option alone does not confirm a special service.

3. Information and cooperation

3.1 The customer supplies required information and documents in time, completely and accurately, including the parties, authority to dispose of goods, goods description, actual value, dimensions and weight including attachments, packaging, dangerous-goods properties, special requirements and permits. Changes must be reported promptly. SATS retains its statutory duties of verification and care.

3.2 Within their responsibility, the customer ensures agreed readiness, access, contacts and suitable loading and delivery conditions. Loading, unloading and securing responsibilities follow the agreed scope and applicable law. Required lifting, loading or recovery equipment must be declared in advance. Work actually undertaken by SATS or its providers is not shifted to the customer merely by these terms.

3.3 Additional checks and corrections caused by incorrect customer information are charged at agreed rates or as evidenced expenditure recoverable by law.

4. Vehicle logistics and road transport

4.1 These terms also cover domestic German and cross-border European vehicle transport, including collection and delivery legs of ocean or air carriage. Countries, full addresses and the requested method must be stated. The CMR applies to international road carriage where its requirements are met. An order does not replace a required consignment note, customs or registration documents.

4.2 Running condition, steering and braking, ground clearance, roof attachments, modifications, leaks, pre-existing damage, powertrain and battery condition must be disclosed. Keys, documents and accessories must be supplied as agreed. Loose items and personal effects require express acceptance. Photographs and a handover record should document condition and accessories; they do not replace legally required claims notices.

4.3 Open or enclosed transport, carriage on a transporter or driving the vehicle under its own power must be specifically agreed. For a driven transfer, authority, registration, insurance and roadworthiness must be clarified beforehand. Purchase, escrow, inspection, modifications, technical approval and registration require a separately confirmed engagement. A transport order does not warrant eligibility for registration.

5. Prices and payment

5.1 Consumer prices are stated as total prices including VAT and other unavoidable price components. Where costs cannot reasonably be calculated in advance, their occurrence and calculation basis are disclosed before contracting. Separate public import charges and their calculation are explained in the quote. An agreed fixed price remains binding.

5.2 Customer-requested additions or changes require a price agreement. Necessary extra expenditure, waiting, storage and official charges are reimbursable only under a valid agreement or statutory right. Foreseeable unavoidable costs cannot be treated retrospectively as extras.

5.3 Invoices are due on receipt unless otherwise agreed. Advances and security must be agreed before contracting by amount, purpose and due date. SATS may withhold an affected service for missing due payment or essential cooperation only under statutory conditions. Statutory liens and retention rights remain. Default and related costs follow the law.

6. Dates and obstacles to performance

6.1 Dates stated as estimated or approximate are planning information. Binding dates require agreement. Statutory carriage and delivery periods remain applicable. SATS informs the customer of material known deviations and obtains necessary instructions. Carrier, airport or authority measures do not automatically exclude an existing liability of SATS.

6.2 Obstacles are governed by applicable law and valid agreements on instructions, reimbursement, waiting charges, storage, suspension and termination. SATS limits avoidable additional costs. Necessary action without timely obtainable instructions remains possible as permitted by law.

7. Cargo insurance

7.1 Goods or cargo insurance is arranged only on express instruction and under agreed policy terms. Insured value, cover, premium, deductible and inception are specified in the quote or a separate confirmation. Declaring a goods value alone is not an insurance instruction, and requesting a quote does not bind cover. Liability insurance and cargo insurance are distinct.

7.2 The customer discloses known circumstances material to the requested cover. SATS's statutory obligations when arranging instructed insurance remain unaffected.

8. Customs and fiscal clearance

8.1 Customs clearance and additional tax-related services are included only if commissioned. Customs duties, import VAT and other public charges are identified separately unless expressly included in the total price. Required authorities and evidence must be supplied. Direct or indirect representation follows the specific authority; indirect representation requires express agreement.

8.2 SATS may appoint suitable customs agents and an authorised external fiscal representative for fiscal clearance. Sub-authority and the power to sign another provider's forms in the customer's name follow the separate power of attorney. Mandatory personal declarations remain necessary. These terms do not appoint SATS as fiscal representative under sections 22a et seq. UStG.

8.3 The customer bears taxes and duties legally attributable to them and reimburses amounts properly advanced on their behalf. Agreed duty/tax advances and required security are due before the relevant clearance stage. SATS has no general duty to pre-finance. A disbursement fee is charged only at the amount or calculation agreed before ordering.

8.4 The customer supplies accurate valuation, origin, provenance, use and permit details, and required preference and delivery evidence. Indicative calculations do not replace official decisions. SATS retains statutory duties of care for classification or declarations it undertakes. Relief, preference, repayment and processing time are not warranted independently of their requirements.

8.5 These terms do not generally assign tax or customs repayment claims. Lawful application, receipt and accounting powers may be agreed for a specific case; an assignment requires compliance with statutory conditions, including section 46 AO. Payment to SATS alone does not entitle SATS to the entire refund. Set-off requires a statutory or valid contractual basis; any remaining customer balance is paid out.

9. Export controls and special goods

9.1 The customer supplies required export-control, goods-list, recipient, end-use and permit information in time and fulfils their statutory duties. SATS may refuse unlawful performance and suspend affected services pending necessary clarification of specific legal concerns. Termination, withdrawal and costs follow applicable law. SATS's own statutory checks remain unaffected.

10. Ocean and air freight

10.1 Container movements require allocation of packing, securing, sealing, container-condition and verified gross mass (VGM) responsibilities. Customer-supplied VGM data and evidence must arrive before the stated deadline. Statutory duties of the shipper named in the transport document remain. Empty containers must be checked for apparent damage and suitability on receipt, with prompt notification of objections. Consequences of a breach follow responsibility and applicable law.

10.2 Air freight chargeable weight, volume factor, minimum charges and surcharges follow the agreed quote or tariff. Stackability, package dimensions, security status and dangerous goods including batteries must be correctly disclosed. Legally required security screening, necessary opening and lawful further checks must be enabled. Extra costs follow the price agreement and statutory reimbursement rights.

11. Cancellation and interruption

11.1 Cancellation must be notified promptly to SATS in text form; declarations legally effective without form remain valid. Payment and compensation follow the relevant contract type, applicable law and valid agreements. Where sections 415 or 489 HGB apply, their remedies, conditions and exceptions remain. Saved expenses and alternative earnings are taken into account where required by law.

11.2 An agreed advance is a payment towards the order, not automatically a cancellation charge. Non-payment alone is not customer cancellation. SATS's rights on default or failure to cooperate, including after required notice, remain. Statutory withdrawal rights and their effects prevail over inconsistent cancellation terms.

12. Liability

12.1 Transport, forwarding, storage and related services are governed by applicable statutory liability rules and mandatory international conventions. Statutory limits, exclusions and conditions for loss of limitation remain applicable. Appointing an executing provider does not remove a statutory liability of SATS.

12.2 For consumers, the mandatory protections of sections 449 and 466 HGB apply in particular. Statutory liability limits apply only within their respective scope.

12.3 Where no special statutory or validly agreed carriage, forwarding or storage liability rules apply to a service, SATS is liable without limitation for intentional or grossly negligent conduct, culpable injury to life, body or health, an assumed guarantee and mandatory statutory liability. For ordinary negligence in this area, SATS is liable for breach of essential contractual duties up to the typical loss foreseeable when contracting; liability for other ordinary negligence is excluded. Essential duties enable proper performance and are duties on which the customer may normally rely.

13. Claims and documents

13.1 Apparent damage or shortages should be specifically recorded at collection or delivery and promptly reported to SATS. Photographs, handover records, packaging and other evidence must be preserved where reasonable. Statutory notice, evidence and limitation rules apply; these terms create no additional forfeiture period. Use of a claims form alone does not replace a required notice to the correct liable party.

14. Right of withdrawal

14.1 Distance and off-premises contracts carry a statutory withdrawal right unless a statutory exception applies. The goods-carriage exception in section 312g(2)(9) BGB requires a specific performance date or period. Separate services such as customs clearance, inspection or storage are assessed under their respective contracts.

14.2 Where a withdrawal right exists, the customer receives the information and model form before contracting. Starting within the withdrawal period requires the customer's express request or consent. Expiry on full

performance and any proportionate payment follow statutory conditions and separate declarations. Placing an order alone does not replace them.

15. Final provisions

15.1 German law applies, subject to mandatory international conventions and mandatory protective rules. The contractual language is German unless expressly agreed otherwise. The English text assists understanding; the German text prevails in interpretation unless mandatory law provides otherwise. Consumers retain the protection of mandatory provisions of the law of their habitual residence where that law would apply without this choice of law.

15.2 Statutory jurisdictions apply. SATS is not willing to participate voluntarily in consumer dispute resolution before a consumer arbitration body. Statutory information duties and any mandatory participation duties remain unaffected.

15.3 Declarations may be made in text form, including email, unless another form is mandatory. Individual agreements, including oral agreements, retain priority. Invalid provisions do not otherwise affect the contract; statutory rules replace invalid terms.