Terms for business customers

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 business customers within section 14 BGB, public-law legal entities and public-law special funds. Separate SATS consumer terms apply to consumers.

1.2 Individual agreements prevail. The ADSp 2017 supplied and agreed before contracting apply additionally within their subject-matter scope; these SATS terms prevail in case of conflict. Conflicting customer terms require SATS's express agreement. Mandatory law remains 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 Agreed prices are net plus applicable VAT unless expressly stated otherwise. An agreed fixed price remains binding. Variable cost elements are charged only under a transparent calculation agreed before contracting; reductions in the same cost item are reflected correspondingly.

5.2 Necessary third-party costs, official charges, waiting, storage and demurrage/detention are charged under valid price agreements or statutory reimbursement rights. Customer changes and additional services are agreed before performance unless urgent action is permitted by law. Statutory claims for loss and expenses caused by incorrect information or cooperation breaches attributable to the customer remain, taking SATS's own share of responsibility into account.

5.3 Invoices are due on receipt unless another due date is agreed. Advances and security are specified by amount, purpose and due date in the quote or a separate agreement. SATS may withhold an affected service for missing due payment or essential cooperation where statutory conditions are met. Statutory liens and retention rights remain. Default, interest and default costs follow the law.

5.4 The customer may set off only undisputed or finally adjudicated counterclaims. Counterclaims arising from the same contractual relationship are exempt from this restriction. Retention rights may be exercised only for claims arising from the same contractual relationship, without prejudice to mandatory rights.

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 Where validly agreed ADSp 2017 apply, their liability rules govern. Notice: clause 23 differs from the statutory goods-damage limit. Multimodal transport including sea carriage with an unknown place of damage is limited to 2 special drawing rights per kilogram. Otherwise, the standard limit of 8.33 special drawing rights per kilogram is additionally capped at EUR 1.25 million per claim or EUR 2.5 million per event, but at least 2 special drawing rights per kilogram. The ADSp 2017 specify details and exceptions.

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. Final provisions

14.1 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.

14.2 For merchants, public-law legal entities and public-law special funds, Munich is agreed as jurisdiction. Mandatory exclusive or additional jurisdictions prevail; the agreement then establishes only an additional jurisdiction permitted by law. SATS may also sue at the customer’s general jurisdiction.

14.3 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.