

Special Service Terms

Export Service (hereinafter “Service”)

Based on the General Terms and Conditions of ALSO Schweiz AG (GTC), the parties agree on further terms and conditions in accordance with these Special Service Terms for Export Services (hereinafter “**SST Export**”) for the Service. These SST Export shall take precedence over the GTCs. In case of conflict of these SST Export and the GTC, these SST Export shall prevail. GTC, SST Export form the entire agreement regarding additional Transportation Services between the Parties (hereinafter “Agreement”).

1. Service Description

ALSO offers its Customers, in the context of performing contractual obligations as regulated by a Contract or by the GTC, certain export services (hereinafter “Service”). The Service includes the export handling of consignments as well as export control consulting to the Customer in this context upon specific request.

2. Terms and Conditions of the Service

- 2.1. In its role as a service provider, ALSO thus acts in a purely advisory and operational supporting function, whereby the function of the exporter, such as liability and duties under export control law and regulations, solely remain with the Customer.
- 2.2. Generally, to prevent the proliferation of weapons of mass destruction and their means of delivery, and the destabilizing accumulation of conventional weapons, legal regulations, and binding treaties under international law in the area of weapons of mass destruction as well as politically binding export control regimes apply (hereinafter “**Provisions**”). ALSO adheres to these Provisions and, as a condition to the provision of the Service, expects its Customer to be adhering to the Provisions as well.
- 2.3. In light of the Provisions above, exporters are obliged to comply with any applicable export control law and regulations, to undertake related checks and, within the framework of an existing licensing obligation, to check their items against this and submit applications for transfers requiring a license to the authorities for a decision and hence require certain information to be provided by the Customer to ALSO.
- 2.4. In order to comply with the Provisions, the Customer is obliged to inform ALSO in writing about the specifics as stated in Appendix I, at the latest when requiring the offer of the Service. The specifics must be recorded in the form provided by ALSO.
- 2.5. The Customer warrants that all information provided by the Customer to ALSO is accurate and complete. The Customer understands that in the event the Customer has provided false information or has failed to disclose the relevant information, ALSO will be entitled, at ALSO's sole discretion, to cancel the Contract and the Service with immediate effect, in addition to any remedies that ALSO may have out of this cancellation.
- 2.6. The Customer shall be responsible for obtaining, at the Customer's sole expense, all licenses (including export licenses), permits, certifications, registrations, approvals, or authorizations from governmental or other authorities necessary for the performance of the Contract.
- 2.7. Customer shall comply with applicable law and regulations, especially but not limited to the ones stated in the GTC regarding export compliance (GTC).

3. Prices

- 3.1. ALSO provides the Service according to the price list valid at the time the order was placed: https://www.also.ch/ec/cms5/de_6110/6110/services/logistics-services/also-exportmanagement/index.jsp.

4. Miscellaneous

- 4.1. ALSO has the right to unilaterally amend these SST Export at any time. The version of the SST Export valid at the time of the order shall apply. The continued use of the service by the customer after an amendment shall be deemed to constitute the customer's consent to the amendment of the special terms and conditions of service. If a customer does not accept the amendments to these terms and conditions, ALSO shall be entitled to block the Customer account.
- 4.2. These SST Export are provided in English, German and French. In the event of any controversy or dispute, the German version shall prevail.
- 4.3. Unless a contrary indication appears, terms defined in the GTC have the same meaning in this SST Export. References to the GTC shall be read and construed as including this Addendum SST Export.

Appendix I

List of relevant specifics:

- ✓ (Commercial) country of origin;
- ✓ 8-digit Swiss customs tariff code according to the Swiss Tariff "TARES";
- ✓ Export control classification number according to the Goods Control Act (SR 946.202) and the Ordinance on the Export, Import and Transit of Dual Use Goods, Specific Military Goods and Strategic Good (SR 946.202.1);
- ✓ Providing all item-specific data and information in order to be able to undertake any further (national) export control classifications;
- ✓ Possibly existing national export restrictions, "Red Flag" findings, anomalies and hits in and/ or during the sanctions list check of all parties involved within the framework of the export control at the Customer's premises;
- ✓ Official end-user certification/s (completed in full and with a valid, authorized signature) in connection with a possible license requirement in accordance with the form templates of the responsible authority to be used;
- ✓ The indication of all relevant licenses (copy for first assignment necessary) permitted with indication of the license holder (full legal name), license number as well as any associated requirements, restrictions and obligations to provide information (in exact wording).

And, if US law is applicable, all export control relevant data, as follows:

- ✓ 8-digit US customs tariff code according to United States International Trade Commission (USITC);
- ✓ US Export Control Classification Number (ECCN);
- ✓ US Content of the item (in percent), as well as;
- ✓ The corresponding documentation (de-minimis calculation)/ verification upon request.