



DHL Freight GoGreen Plus

0. General

In case the Customer wishes to make use of DHL's GoGreen Plus Insetting Offer – as a complement to DHL's road freight transportation services – the following terms and conditions shall apply. In line with Section 9 below, the services under this GoGreen Plus Insetting Offer are dependent on a separate agreement regarding road transportation services and the services under this GoGreen Plus Insetting Offer shall automatically end on the date of termination of road freight transportation services.

1. High-Level Description of the GoGreen Plus Insetting Offer

The GoGreen Plus Insetting Offer pertains to DHL's customers paying a surcharge to DHL Freight in exchange for insetting capacities that are built-up by DHL or via partners of DHL where it is possible in an effective way to avoid the emission of carbon dioxide. Broadly, and as specified in more detail in the following Sections of this Annex,

- the expected carbon dioxide emissions caused by the purchase of road freight transportation services by the Customer from DHL will be estimated by DHL.
- The parties agree that DHL is already implementing measures which are assumed to avoid carbon dioxide emissions.
- DHL intends to continue to implement measures and to calculate the avoided amount of carbon dioxide specifically with respect to road freight transportation services provided to the Customer.
- Depending on the outcome of such calculations, this may have an impact on the price of DHL's Insetting Offer.

For the sake of clarity, it is noted that prices for the Insetting Offer as outlined in Section 6 below may fluctuate and in particular depend on the number of DHL customers who make use of the GoGreen Plus Insetting Offer, and variable cost of green solutions, e.g. "green fuels", "green trucks".

2. Estimation / Verification of Emissions of Carbon Dioxide Equivalent ("CO₂e")

a) Estimation

DHL will prepare, for internal calculation purposes only, an estimation of carbon dioxide emissions which are expected to be caused by the road freight transportation purchased by the Customer from DHL. Such estimation

is based on a forecast of the Customer. However, the basis for determining the price for the Insetting Offer invoiced to the Customer will be the actual performed transportation.

With regard to DHL's calculations, the following principles will be taken into consideration, which the Customer is aware of and confirms:

- Tank-to-Wheel ("**TtW**") is understood as all direct emissions from vehicle operation, excluding energy consumption and all indirect emissions from fuel provision (energy processes), usually referred to as Well-to-Tank. Consumption is understood as final energy consumption (by the operating vehicle itself, but not e.g. for the processing or transportation of the fuel/energy used by the operating vehicle).
- Relevant emissions are CO₂ equivalent emissions on the basis of TtW, which contain the CO₂ and other greenhouse gases emitted by the combustion and usage of energy sources ("**CO₂e**"). Thus, the term CO₂e refers to a concept by which other greenhouse gases are represented in their equivalent amount to CO₂ rather than being reported individually.
- Besides relying on DHL internal knowledge, calculations, tools, software and systems, DHL will make use of services, calculations, tools, software and systems provided by the "EcoTransIT World" industry initiative, managed and coordinated by IVE – Ingenieurgesellschaft für Verkehrs- und Eisenbahnwesen mbH.
- DHL performs its emission calculation in accordance with the leading guidelines for carbon reporting, such as
 - (i) the Greenhouse Gas Protocol (as per September 2022), a standardized framework to measure and report carbon emissions,
 - (ii) Euro Norm 16258, a European norm for calculation and declaration of energy consumption and greenhouse gas emissions of transport services, and



- (iii) the Global Logistics Emission Council's (GLEC) framework, that recommends practices for calculating logistics carbon emissions.

DHL reserves the right to change calculations in line with further developing knowledge or other market standards.

Except with regard to obvious errors pertaining to the actually provided road freight transportation data, the Customer explicitly waives the right to contest the calculations and their results.

b) Forecast

In order to allow DHL to estimate the carbon dioxide emissions which are caused by the road freight transportation purchased by the Customer from DHL, the Customer is obliged to provide DHL a forecast as follows:

Shipment list as per template made available separately, containing information such as Shipment Gross Weight in Tons, Shipment Volume in m³, Loading Meters, Origin country, Origin Postcode, Origin Locality, Destination Country, Destination Postcode, Destination Locality, Production Mode, subject to deviating individual agreements between the parties.

c) Desired Carbon Dioxide Reduction

Furthermore, the Customer has to indicate all those specific shipments, to which GoGreen Plus will apply.

3. Planned Carbon Dioxide Avoidance

The Parties agree that DHL intends to continue to implement measures which are assumed to avoid carbon dioxide emissions as follows:

Estimated amount of carbon dioxide emissions pertaining to transportations for the Customer regarding all those GoGreen Plus shipments indicated by the Customer

- planned carbon dioxide avoidance by DHL regarding all those GoGreen Plus shipments indicated by the Customer

= remaining carbon dioxide emissions pertaining to GoGreen Plus shipments for the Customer

For the sake of clarity, it is noted that the remaining carbon dioxide emissions pertaining to GoGreen Plus shipments for the Customer are intended to be zero kg CO₂e TtW due to fully compensating for the CO₂e emissions during the actual transportation.

4. DHL Measures

DHL intends, in its absolute discretion, to continue to make investments which shall ultimately lead to carbon dioxide avoidance, typically by using renewable fuels, fuel blends or alternative vehicles ("**GoGreen Plus Investments**"). DHL intends to invest the entire turnover generated by GoGreen Plus (i.e. all DHL Customers) into the GoGreen Plus Investments.

For the sake of clarity, it is noted **(i)** that DHL is free to decide whether, when, where, in which country and to what extent to make such investments; **(ii)** whether such investments are made by DHL itself or its subcontractors; and **(iii)** that the investments made by DHL do not have to pertain to those operations, which are executed in order to provide road freight transportation services by DHL to the benefit of the Customer. However, DHL intends to continue to make investments related primarily to road freight transportation.

5. Customer Carbon Report

Upon request, DHL will provide to the Customer the relevant calculations of the estimation according to Section 2(a), i.e. in the format of a yearly, quarterly or monthly Customer Carbon Report.

Regarding the calculation of the carbon dioxide avoidance according to Section 3 above by way of continuing the implementation of the DHL measures according to Section 4 above for a certain calendar year, DHL will provide, in its sole and absolute discretion, either a verification taking into account market standards, in particular Euro Norm 16258 (or other market standards for insetting verified by an external auditor) or disclose its calculation details to the customer.

6. Prices; Price Adjustments; No Charge Back

The prices are net prices and apply per avoided one (1) ton of CO₂. They will be offered to the Customer before agreeing to this Annex.

The Parties are in agreement that DHL is entitled to adjust its prices on a monthly basis without having obtained consent of the Customer.

The Customer has no right to reclaim the surcharge paid for the GoGreen Plus Insetting Offer. Should DHL investments which ultimately lead to carbon dioxide avoidance (see Section 4 above, DHL Measures) require less cost than previously foreseen by DHL and charged to DHL customers, DHL intends to make additional investments funded from the surcharges paid for the GoGreen Plus Insetting Offer by its customers. Should DHL investments, require more payments than previously foreseen by DHL and charged to DHL customers, DHL intends to make additional investments funded by DHL.



7. Invoicing

DHL will charge the price (as defined under Section 6) by way of issuing a surcharge on the invoices for the provision of road freight transportation services.

8. Liability

Subject to the next Sections, DHL's liability for any kind of indirect, consequential or pure economic losses is excluded.

Such liability exclusions and limitations do not apply when the damage has been caused by

- intent or gross negligence of DHL or its vicarious agents or
- infringement of material contractual obligations, whereby such claims are limited to predictable and typical damages.

9. Confidentiality

The confidentiality arrangements regarding the road freight transportation services shall apply *mutatis mutandis*.

10. Term and Termination

The agreements in this Annex shall be effective as of the start of DHL's provision of road freight transportation services and shall automatically end on the date of termination of such road freight transportation services, unless terminated earlier pursuant to the next paragraph.

Either Party may terminate the agreements set forth in this Annex at any time with a notice period of one month effective as of the end of a month without having to provide any reason for such termination. For the sake of clarity, it is noted that this termination right shall have no effect on the term and termination clauses laid down in the terms and conditions agreed between the Parties for road freight transportation services.

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