General Terms and Conditions for the Add-on Services of Lufthansa Cargo Aktiengesellschaft

1. Subject of the agreement

The following Terms and Conditions govern the “Add-on Services”, available in addition to certain transport agreements. These Terms and Conditions are amended from time to time. The Add-on Services are only applicable in conjunction with an Agreement or Contract of Carriage and the “General Terms and Conditions of Carriage”. The contractual and statutory provisions underlying the air and road transport will not be affected by this agreement.

The Add-on Services contain separately bookable services. The services are named “Emergency”, "Sustainable Choice”, “toDoor”, “Personal Supervision”, “smartULD”, “exWorks” and “Parcel Data”.

2. Definition of terms

2.1. “The Carrier” is Lufthansa Cargo Aktiengesellschaft.
2.2. “The Principal” is the partner to the Contract.
2.3. “Add-on Services” means additional services provided by the Carrier that may be booked by the Principal as part of the airfreight transportation. Those services are tendered by the Carrier.
2.4. “Cargo” are all goods subject to the underlying Contract of carriage and the Add-on Services.

3. General service terms

3.1. The Carrier is authorized to use sub-contractors if necessary to provide the Add-on Services and ensures the required performance success level under this Agreement. It is the Carrier's responsibility to manage the performance of such sub-contractors to the performance levels stipulated in this Agreement.

3.2. The Carrier shall offer the services depending on availability and only when all mandatory obligations such as timelines, are met by the Principal.

3.3. The Principal warrants that any documentation and information regarding the shipment is complete and accurate, the items are properly packed, labelled and marked, and comply with all applicable laws, e.g. are not prohibited from transportation.

3.4. The Principal must book the Service via its regular booking channels as advised by his local sales agent. This Agreement shall be binding only after the Principal has received a confirmation by the Carrier.

3.5. If required, transportation shall be made by sealed means of transportation by the Carrier.

3.6. The Carrier shall not appear as declarant in any procedure according to the German or any applicable foreign trade law or as exporter according to the German or any applicable foreign trade law.

4. “Emergency”

The Add-on Service Emergency ensures highest priority access and uplift according to the chosen transport plan with a Money-back Guarantee in the event of certain types of delays.

4.1. Special booking and rate Terms

4.1.1. Emergency is charged per kg Chargeable Weight (“CWT”) on top of the shipment rate and related surcharges for the booked Product/Speed combination. The Emergency charge per kg CWT differs according to region and/or currency. Where the charge per kg CWT falls below a minimum threshold (or equivalents in other currencies), this minimum charge is charged for the Add-on Emergency. Current rates and applicable minimum thresholds are always specified per flight plan and are available via local Lufthansa Cargo Sales contacts.

4.1.2. When Emergency is initially added to a booking, the CWT of this booking as confirmed in the booking confirmation counts as “base CWT” for Emergency. Changes to the booking’s CWT after receipt of a booking confirmation or at goods acceptance may lead to a re-evaluation of the Emergency rate.

4.1.2.1. When CWT is reduced by 25% or less compared to the base CWT, the price for Emergency is calculated based on the new CWT and applicable Emergency rate. The base CWT remains unchanged.

4.1.2.2. Where CWT is reduced by more than 25% compared to the base CWT, the price for Emergency is calculated as a fixed charge based on the applicable Emergency charge per kg CWT multiplied by 75% of base CWT or the minimum charge, whichever is higher.

4.1.2.3. For any booking update that results in a new CWT which is higher than the base CWT, the price for Emergency is calculated based on the new CWT and applicable Emergency rate. Additionally, the increased new CWT will be considered as base CWT for any subsequent booking updates.

4.1.3. Emergency is billed as part of the freight rate. During booking and in the booking confirmation, the relevant charge for Emergency is shown separately. Once the shipments are accepted by the Carrier, the charge for Emergency will be transferred to the freight rate and displayed as such in the accounting process.

4.2. Rights and obligations by the Carrier

4.2.1. In cases where the requested flight has no available capacity, the Carrier may be able to process bookings of Emergency exclusively via internal bookings, via local sales teams or Customer Service Centres. Available capacity herein means that the Principal is still offered the specific route in the Carrier’s direct eBooking platform.

4.2.2. The Carrier will impose and charge a cancellation fee of 50% of the contracted Add-on Service charge for 1) cancellation or deletion of a confirmed booking or 2) no show, where the contracted shipment is not delivered Ready for Carriage (R4C) to the Carrier by the contracted LAT. Contracted Add-on Service charge refers to last booking confirmation valid at the time of cancellation or no show. Cancellation of Emergency from a booking can only be performed via the Carrier’s local sales or Customer Service Centre representatives.

4.2.3. When cancelling Emergency, the Principal has the right to either 1) retain the Airway Bill booking with selected Product/Speed combination and only remove Emergency or 2) cancel the complete Air Waybill. In both cases, the cancellation fee applies. If the Air Waybill is retained, the cancellation fee is automatically billed as part of the Air Waybill. If the complete Air Waybill is cancelled, the Carrier will raise a separate invoice for the cancellation fee.

4.3. Money-back Guarantee and Special disclaimer of liability

4.3.1. Subject to conditions set forth below, the Carrier will, at the request of the Principal, grant credit for or a refund of the Emergency charges (hereinafter “Money-back Guarantee”) paid by the Principal for an Emergency consignment, less surcharges and net freight charges, if the consignment is not available for collection within six hours of the estimated Time of Availability indicated in the booking confirmation valid at the time of Goods Acceptance.

4.3.2. The following condition precedents apply to any claim under the Money-back Guarantee:

4.3.2.1. A claim under the Money-back Guarantee can only be considered in the case of a confirmed booking of the Emergency Add-on Service where the booking confirmation includes the total weight, the dimensions and the volume of the consignment. If there is a discrepancy between the consignment that is booked and confirmed and the consignment actually handed over that requires loading to be replanned (for example, due to deviations in the total weight or dimensions), the claim under the Money-back Guarantee shall lapse. The claim shall also be excluded if the deviation is only ascertained after the Carrier has accepted the consignment.

4.3.2.2. A further condition for asserting a claim under the Money-back Guarantee is that the consignment booked and transported as Emergency is not available until over six hours after the Time of Availability (“TOA”) booked and notified to the contract partner in writing. TOA is the time at which the Emergency consignment is available for collection and customs clearance under the regulations that apply at the place of arrival. Processes and/or procedures subsequent to making the consignment available that need not be carried out by the Carrier do not fall under this definition and hence do not affect the TOA.

4.3.2.3. Calculation of the amount of the claim under the Money-back Guarantee is based on the actual Add-on Service charge (without surcharges, net freight charges and/or fees). The Airfreight Surcharge and/or any further fees that may apply such as e.g. DGR fees will be charged to the Principal or, if already paid, will not be refunded. If dedicated routings of the flight outside of the Carrier’s route network are made in order to comply with the consignment’s specific route requirements, the additional costs charged for this (e.g. transport costs on flights of airlines not belonging to the Lufthansa Group) do not fall under the Money- back Guarantee and will not be refunded or credited. Likewise, costs of carriage that arise through the use of flights of airlines other than those of the Lufthansa Group do not fall under the Money-back Guarantee and will not be refunded or credited. In the case of consignments consisting of more than one piece of freight, the Money-back Guarantee applies to each separate piece of freight in the consignment. If there is a delay in a part delivery, a refund or credit

for the Add-on Service charges for the entire consignment will be given.

4.3.2.4. Claims under the Money-back Guarantee must be asserted by the Principal within 21 (twenty-one) calendar days of the TOA in accordance with the following provisions. After expiry of this time period there exists no further claim under the Money-back Guarantee. The claim may only be asserted on the homepage of Lufthansa Cargo AG (lufthansa-cargo.com/de/eservices) or by email to lcag-cfm-serviceteam@dlh.de. When asserting the claim, the Principal must present or transmit the AWB number to the Carrier.

4.3.2.5. There is no entitlement under the Money-back Guarantee if the consignment cannot be made available punctually at the place of delivery on one of the following grounds:

- Force majeure, i.e. all circumstances beyond the control of the Carrier or its agents as outlined in Carrier's General Terms and Conditions of Carriage valid for the respective Air Waybill;
- The consignment was not delivered ready for dispatch ("Ready for Carriage" as defined in the Carrier´s General Terms and Conditions of Carriage);
- Other acts, delays or omissions of the consignor/consignee or their agents which contributed to the delay;
- Delivery of the consignment and all pertinent and necessary documents by the Principal was after the Latest Time of Acceptance (hereinafter "LAT"). When confirming the booking the Carrier notifies the Principal of the LAT. The Principal must ensure that the consignment as well as all pertinent and necessary documents are delivered to the Carrier no later than at the LAT. In the event that the Carrier accepts the consignment after expiry of the LAT, this shall exclude any claim of the Principal to payment of the Money-back Guarantee, including in the event that all other conditions for asserting a claim are met;
- In the case of agreements between the Principal and the Carrier that include an individual performance-related refund provision (e.g. hard or soft block agreements) or expressly exclude the Money-back Guarantee.

4.3.2.6. The Carrier reserves the right to amend these conditions at any time without prior notice and/or to suspend, withdraw or abolish the Money-back Guarantee on whatever ground and at any time, without this giving rise to any obligations.

4.3.2.7. For a shipment booked prior to any amendment, the Money-back Guarantee conditions shall apply that were valid at the time the respective shipment was booked.

4.3.2.8. Claims of the Principal or any other third party with an interest in the Cargo on grounds of loss, delay or damage to cargo will be governed and regulated in accordance with the applicable contractual and statutory provisions as well as the applicable treaties and conventions, including the Warsaw Convention or the Montreal Convention and other mandatory applicable laws as well as Carrier´s General Terms and Conditions of Carriage of Cargo. If such statutory claim is made, the right to the Money-back Guarantee will become void. In case the Carrier has already granted a refund or pro-rata refund, the Principal will be obliged to return the said refund to the Carrier.

4.3.2.9. Claims to refund or credit under the Money-back Guarantee may only be assigned with the prior written consent of the Carrier.

5. Sustainable Choice

For the Add-on Service "Sustainable Choice", the Carrier provides to the Principal options to contribute to reducing the climate impact of the Principal´s future flights.

5.1. Calculation of emissions

5.1.1. Carrier provides estimated CO_2 emissions for transportation across all offered modes and routings, based on model calculations.

5.1.2. The estimated CO_2 emissions for applicable flights and routings in various booking channels alongside bookable routes for a specific transportation request, prior to booking.

5.1.3. The unit for displaying estimated CO_2 emissions is kilograms (kg) for the entire routing.

5.1.4. CO_2 emissions shown during the AWB booking process are estimated based on Tank-to-Wheel (TTW) CO_2 emissions from JET A1 fuel combustion, using CO2 emission factors in accordance with Regulation (EU) 2018/2066.

5.1.5. The estimated CO_2 emissions for contribution options to reduce the climate impact of future flights are based on historic flight data for fuel burn and Actual Weight (AWT) of shipments on a geographically aggregated level.

5.1.6. Carrier also estimates Well-to-Tank (WTT) lifecycle CO_2 emissions for fuel production and transport. WTT CO_2 emissions factors are based on the difference between Well-to-Wheel (WTW) CO_2 emissions factors according to DIN 16258 and TTW CO_2 emissions factor according to Regulation (EU) 2018/2066.

5.1.7. Carrier's CO_2 estimation methodology can be found on its website under: Method for CO2 Calculation for Shipments and Routings used at LCAG

5.2. Options for contributing to reducing the climate impact of future flights

5.2.1. Carrier offers a combination of two options to Principal: contribution to climate protection projects and "Sustainable Aviation Fuel" (SAF), given sufficient availability of SAF.

5.2.2. Carrier offers the Add-on Service "Sustainable Choice" for every Product & Speed combination in the entire Lufthansa Cargo network, as shown on the Lufthansa Cargo website.

5.2.3. Carrier offers the service based on the estimated Well-to-Wheel (WTW) CO_2 emissions of a shipment summing-up the CO_2 emissions factors for TTW as outlined in 5.1.3 and WTT as outlined and 5.1.6.

5.2.4. Principal can choose between three (3) service options to contribute to reducing the climate impact of future flights in the amount of the estimated lifecycle (WTW) CO2 emissions of these flights. The service options entail different combinations of shares between SAF and contributions to climate protection projects:

1) SMALL: 10% SAF / 90% climate protection projects
2) MEDIUM: 30% SAF / 70% climate protection projects
3) LARGE: 60% SAF / 40% climate protection projects

5.2.5. The offered climate protection projects are certified according to standards such as certified to the Gold Standard project by the Gold Standard Foundation, or, in case of technology-based projects, VCS or Puro.earth.

5.2.6. The used Sustainable Aviation Fuel complies with applicable European law, in particular the latest Renewable Energy Directive.

5.3. Price estimate

5.3.1. Carrier prices "Sustainable Choice" based on the actual weight (AWT) of a shipment.

5.3.2. Carrier estimates the total price based on the averaged CO_2 emissions and multiplies the AWT of the shipment with the price per kg of AWT for either climate protection projects or SAF.

5.3.3. Principal shall always cover 100% of the estimated WTW CO_2 emissions through a combination of SAF and contributions to climate protection projects, choosing from three pre-set share options as outlined in 5.2.4

5.3.4. The estimated price is based on the booked AWB at the time of booking the Add-on Service. The final price will be assessed and invoiced as outlined in 5.4.

5.4. Final price calculation, final assessment

5.4.1. Carrier will make a final assessment of resulting price and amount of SAF if an option including SAF is chosen after notifying Consignee for delivery (NFD) of the shipment, using the share of respective options as outlined in 5.2.4 and the final AWT. The final price will be billed via the AWB on the Other Charge codes "ZD" (for SAF) and "ZE" (for contributions to climate protection projects).

5.4.2. Shall Carrier adjust the routing at its own discretion after accepting the shipment and the estimated CO_2 emissions and thus price per kg AWT changes, Principal may cancel the Add-on Service booking within 3 days after Carrier's notification for delivery (NFD).

5.4.3. Sustainable Aviation Fuel is a limited good, thus market prices may change over time. Shall the price per kg AWT for SAF shown at the point of booking change, thereafter, Principal may cancel the Add-on Service booking within 3 days after Carrier's notification for delivery (NFD).

5.5. **Fulfilment**

5.5.1. For both types of projects as outlined in 5.2.1, Carrier procures that procurement of SAF or contribution to climate protection projects is fulfilled by the project operators within a defined time frame. SAF shall be procured within 6 months after full payment of transportation and Add-on Service costs, credits from the climate protection projects shall be procured within 2 months after full payment of transportation and Add-on Service costs.

5.5.2. Depending on the selected combination of Sustainable Choice, the Principal will receive:

1) For the portion attributable to the purchase of SAF, the Principal receives an externally audited "Emissions Mitigation Certificate". The certificate will be issued following completion of the next available audit cycle, which occurs every two (2) months.

2) For the portion attributable to contributions to climate protection projects, the Principal receives a confirmation document automatically issued at the end of the respective calendar month.

5.6. **Special Disclaimer of liability and warranties**

5.6.1. The Add-on Service "Sustainable Choice" and all related information (including estimated CO_2 emissions, methodologies and references to SAF procurement and/or contributions to climate protection projects) are provided "as is" and "as available". To the maximum extent permitted by applicable mandatory law, the Carrier disclaims all warranties (express or implied), including merchantability, fitness for a particular purpose and non-infringement, and makes no warranty that any information will be accurate, complete or error-free, that the service will meet the Principal's individual requirements.

5.6.2. The Principal acknowledges that figures are model-based estimates (using historic and/or aggregated data). The Principal acknowledges that any final sustainability outcomes depend on external factors and accepted scientific methodologies and therefore cannot be subject to any specific guarantee by the Carrier.

Without prejudice to Section 13 (General Liability) and mandatory statutory provisions, the Carrier is not liable for claims, losses or damages arising from the use of "Sustainable Choice", reliance on related information, or statements/claims by third parties.

6. "toDoor"

For the Add-on Service "toDoor" the Carrier delivers the Cargo on a RFS truck to a Principal´s Customs Warehouse.

6.1. **Special service terms**

6.1.1. The Principal is responsible for customs clearance at his Customs Warehouse.

6.1.2. The Principal shall be obliged to comply with the relevant export and import regulations as well as the customs regulations in origin, destination and transit countries and shall be responsible for any customs fees and penalties for Cargo, which are subject to the underlying Contract of carriage.

6.1.3. The Principal shall provide the Carrier with all documents and information required for the Cargo handling process, in particular but not exclusively with those information and documents required for security purposes, customs, local, national or international legal provisions and/or IATA, ICAO or the Carriers rules and regulations (e.g. product and service information, handling manuals etc.).

6.1.4. In case of irregularities or violations of regulations according to Art. 5.3 of the General Terms and Conditions of Carriage or "Ready for Carriage" regulations of Carrier (here not only local but also worldwide regulations may apply) the Cargo cannot be accepted by the Carrier at Carrier's station. The Principal is responsible for the return transportation of Cargo in a timely manner.

6.1.5. The Carrier shall not provide any legal, customs- or tax law services. However, the carrier may recommend specialists to assist the Principal.

6.1.6. The Principal must have a valid BUP certification when shipping BUP units under these sections of service terms. All necessary evidence of this must be presented to the Carrier prior to transportation.

6.1.7. The Principal shall provide a suitable and calibrated set of scales for weighing the shipment. In case of ULD/BUP shipments, the Principal shall provide a copy of the current calibration report to the Carrier with the start of Contract and after each calibration. The Principal shall be responsible for operating the scales.

6.1.8. Appropriate access to the truck dock must be provided to the Carrier at the agreed time of collection or delivery. If the truck dock cannot be accessed at agreed time of pick-up or due to wrong information provided by the Principal regarding any unloading restrictions, a penalty fee is due in accordance with Sect. 12 of these General Terms and Conditions for Add-on Services. The amount is subject to local agreement taking into the consideration the additional costs for the Carrier related to the failed delivery attempt and will be documented in the corresponding rate agreement. In this case, the principal also has to take reasonable measures to ensure granting access to the truck dock at the earliest possible point of time.

6.2. **Rights and obligations by the Carrier**

6.2.1.1. The Carrier shall undertake to transport and deliver the Cargo on a RFS under a Customs Warehouse procedure to a Principals Customs Warehouse in accordance with UCC following an air or road transport by the Carrier.

6.2.1.2. Where necessary to provide the service, access to the warehouse and premises for the operational staff of the Carrier to the warehouse shall be ensured by the Principal. In the event of any misconduct of staff employed, the Principal shall notify the Carrier.

6.2.1.3. The minimum Chargeable Weight per AWB for booking the Add-on Service "toDoor" is 3,000 kg. In case that the minimum Chargeable Weight has not been reached by the respective AWB the Carrier has the right to deliver the cargo to the nearest airport served by the Carrier's network of line trucks. If operationally possible, the Carrier may merge several AWB's to the same consignee with a total Chargeable Weight of 3,000 kg per truck.

6.2.2. **Rights and obligations by the Principal**

6.2.2.1. The Principal shall take over the shipment at the agreed time of delivery by the Carrier.

6.2.2.2. The Principal is responsible for the unloading of the Cargo from the vehicle with appropriate loading devices.

6.3. **Special disclaimer of liability**

6.3.1. The Carrier shall not be responsible for any damages incurred by the Principal regarding customs declaration and customs clearance – such as but not limited to incorrect declaration of the quantity, size and weight of the goods.

6.3.2. The Carrier shall not be responsible for any customs- and/or tax fees and penalties for the Export and Import of the Cargo.

6.3.3. The Carrier is not responsible to check if the Principal´s Customs Warehouse is approved by the customs authorities.

6.3.4. The Carrier is not obliged to inform the Principal about any regulations or amendments regarding customs- or tax law.

6.3.5. The Carrier is not obligated to check if the Cargo is subject to regulations of the German or any other applicable foreign trade act.

6.3.6. The Principal bears all costs for any violations of its obligations set out in these Terms and Conditions for Add-on Services.

6.3.7. In respect of any breaches of its obligations under this section 6, the Principal indemnifies and holds harmless the Carrier against any and all liabilities, also for claims by any third parties, such as custom- or tax authorities.

7. "Personal Supervision"

For the Add-on Service Personal Supervision a representative of the Principal (the "Supervisor") is granted, subject to local availability and applicable regulations, accompanied access to certain areas of the production environment of the Carrier.

7.1. **Special Service Terms**

7.1.1. The Carrier shall provide the confirmation of timings to the Principal as soon as these are available. Appropriate access to certain areas of the production environment can be provided to the Supervisor at the agreed time of collection, build-up, breakdown or delivery of the shipment. If the Supervisor is not present at the agreed time the Carrier will proceed with the respective process. The Carrier is not obliged to adjust the production schedule communicated to the Principal.

7.1.2. The Principal shall provide the Carrier all documents and information required for the Cargo handling process, in particular the personal information of the Supervisor needed to grant and secure access to the Carriers' secured production environment.

7.1.3. The Supervisor may accompany their shipment during the respective process steps, but the Supervisor does not have authority to give directives to the operational staff of the Carrier. The Carrier shall be responsible for correct and secure loading of the shipment.

7.2. **Rights and obligations by the Principal**

7.2.1. The Supervisor is obliged to follow the rules and instructions given by the operational staff of the Carrier at any time. In case of violations of rules and regulations given by the Carrier the Supervisor may be asked to leave the production environment of the carrier.

7.2.2. The Supervisor shall be equipped with suitable personal protective equipment while staying within the Carrier´s production environment. Equipment must be provided by Supervisor and/or Principal.

7.3. **Rights and obligations by the Carrier**

7.3.1. The Carrier will inform the Principal about any changes in the communicated schedule as soon as possible.

7.3.2. The Carrier undertakes all reasonable endeavours to grant accompanied access of the Supervisor to the production environment. The Carrier will inform the Principal about rules and regulations to be followed while staying within the production environment of the Carrier. The Principal acknowledges and accepts that the access to the production environment of the Carrier is subject to different regulations and local rules, and cannot be granted at all times and/or to all areas of the production environment of the Carrier.

7.3.3. The Carrier is responsible for handling the Cargo according to the standard operational procedures. These procedures take precedence on any indications of the Supervisor.

7.4. **Special disclaimer of liability**

7.4.1. The Carrier may not refund the costs for the Add-on service Personal Supervision if the Supervisor is not present at the agreed time, assumed the Carrier provided all relevant information in advance.

8. smartULD”

The Add-on Service smartULD is only available for Active Temp Control shipments and containers capable of sending operational parameters in real-time (e.g. temperature, Geo-Location).
For the Add-on Service smartULD the Carrier will provide real-time sensor data of these containers including a visualisation (temperature profile) in eServices as well as the latest recorded sensor data.

8.1. **Special Service Terms**

8.1.1. The Carrier shall make the data available to the Principal on the Lufthansa Cargo Website.

8.1.2. The real-time sensor data will be shown per AWB and ULD, provided that the container type is connected to Carrier´s system. A transmission of the data may be possible via API Connection, subject to availability and on request.

8.2. **Rights and obligations by the Principal**

8.2.1. The Principal needs to book the smartULD for each AWB. Booking of smartULD Add-on Service requires prior registration to Carrier´s eServices to receive the information provided per AWB and associated ULDs.

8.2.2. The Principal understands and acknowledges that the carrier does not guarantee or warrant the integrity, accuracy or completeness of the sensor data provided via the eServices as the data cannot be independently validated by the Carrier.

8.3. **Rights and obligations by the Carrier**

8.3.1. The Carrier is not obliged to check if ULD information and AWB details provided by the Principal match. Therefore, the Carrier shall not be responsible for wrong smartULD tracking data transmitted by the containers and shown in eServices. By booking the smartULD Add-on Service the Principal warrants and confirms that the Carrier is authorised by the Principal to use the real-time container data and to view it in the eServices, regardless of whether it is a Carrier or Shipper lease unit. The viewable data provided in the eServices shall be used for the purpose of analyzing container shipments only.

8.4. **Special disclaimer of liability**

8.4.1. The data is provided on an “as is” and “as available” basis.

8.4.2. The Carrier expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the data provided. The Carrier makes no warranty that 1) the data will meet the Principal’s requirements; 2) the data will be available on an uninterrupted, timely, secure or error-free basis; 3) the results that may be obtained from the use of the data provided will be accurate or reliable or 4) the quality of any content obtained by the Principal on or through the digital data will meet Principal’s expectations.

8.4.3. Principal shall indemnify and hold harmless the Carrier and its affiliates, officers, agents, and employees from all liabilities, claims, damages, and costs (including settlement costs and reasonable attorneys’ fees) arising out of or in connection with Principal´s use of the smartULD data or its breach of these terms.

8.4.4. The Carrier's smartULD data does not replace or waive the requirement for timely complaints, standard claims filing processes, or Transportation Analysis requests as outlined in the Carrier's published procedures and IATA TACT Rules. The data of the smartULD is provided without prejudice and cannot form the basis of a claim or reverse the Principal's burden of proof.

9. “exWorks”

For the Add-on Service “exWorks” the Carrier shall pick up the Cargo at a Principal´s customs warehouse.

9.1. **Special service terms**

9.1.1. The Principal is responsible for customs clearance at his Customs Warehouse for the Add-on Services by the Carrier.

9.1.2. The Principal shall be obliged to comply with the relevant export and import regulations as well as the customs regulations in origin, destination and transit countries and shall be responsible for any customs fees and penalties for Cargo, which are subject to the underlying Contract of carriage.

9.1.3. The Principal shall provide the Carrier with all documents and information required for the Cargo handling process, in particular but not exclusively with those information and documents required for security purposes, customs, local, national or international legal provisions and/or IATA, ICAO or the Carriers rules and regulations (e.g. product and service information, handling manuals etc.).

9.1.4. In case of irregularities or violations of regulations according to Art. 5.3 of the General Terms and Conditions of Carriage or “Ready for Carriage” regulations of Carrier (here not only local but also worldwide regulations may apply) the Cargo cannot be accepted by the Carrier at Carrier’s station. The Principal is responsible for the return transportation of Cargo in a timely manner.

9.1.5. The Carrier shall not provide any legal, customs- or tax law services. However, the carrier may recommend specialists to assist the Principal.

9.1.6. The Principal must have a valid BUP certification by Carrier when shipping BUP units under these sections of service terms. All necessary evidence of this must be presented to the Carrier prior to transportation.

9.1.7. The Principal shall provide a suitable and calibrated set of scales for weighing the shipment. In case of ULD/BUP shipments, the Principal shall provide a copy of the current calibration report to the Carrier with the start of Contract and after each calibration. The Principal shall be responsible for operating the scales.

9.1.8. Appropriate access to the truck dock must be provided to the Carrier at the agreed time of collection or delivery. If the truck dock cannot be accessed at agreed time of pick-up, a penalty fee is due in accordance with Sect. 12 of these General Terms and Conditions for Add-on Services. The amount is subject to local agreement and will be documented in the corresponding rate agreement.

9.2. **Rights and obligations by the Carrier**

9.2.1.1. The Carrier shall undertake to pick-up the Cargo at the Principal´s Customs Warehouse and transport it to the designated Carrier station for acceptance of the shipment according to the Carrier´s standard acceptance procedures for subsequent air or road transport.

9.2.1.2. A pre-check of the Cargo will be provided by the Carrier at the customs warehouse of the Principal. This check shall not be a replacement for the regular “Goods Acceptance” which will take place at the AWB origin.

9.2.1.3. Where necessary to provide the service, access to the warehouse and premises for the operational staff of the Carrier to the warehouse shall be ensured by the Principal. In the event of any misconduct of staff employed, the Principal shall notify the Carrier.

9.2.2. **Rights and obligations by the Principal**

9.2.2.1. To be able to check the units to be accepted, the appropriate contour frames and loading gauges shall be provided by the Principal at the request of the Carrier. Subject to availability, such frames and loading gauges may be made available by the Carrier.

9.2.2.2. The Principal shall hand over the shipment and the supporting documents to the Carrier at the time of collection in an airworthy condition so as to be “Ready for Carriage” according to IATA regulations.

9.2.2.3. The Principal is responsible for loading of Cargo into the vehicle with appropriate loading devices.

9.3. **Special disclaimer of liability**

9.3.1. The Carrier shall not be responsible for any damages incurred by the Principal regarding customs declaration and customs clearance – such as but not limited to incorrect declaration of the quantity, size and weight of the goods.

9.3.2. The Carrier shall not be responsible for any customs- and/or tax fees and penalties for the Export and Import of the Cargo.

9.3.3. The Carrier is not responsible to check if the Principals Customs Warehouse is approved by the customs authorities.

9.3.4. The Carrier is not obliged to inform the Principal about any regulations or amendments regarding customs- or tax law.

9.3.5. The Carrier is not obligated to check if the Cargo is subject to regulations of the German or any applicable foreign trade act or the German foreign trade law.

9.3.6. The Principal bears all costs for any violations of its obligations set out in these Terms and Conditions for Add-on Services.

9.3.7. In respect of any such breach, the Principal indemnifies and holds harmless the Carrier against any and all liabilities, including claims by any third parties, such as custom- or tax authorities.

10. Parcel Data

The Add-on Service Parcel Data enables the Principal to submit required shipment-level or parcel-level data manually, including by uploading a file using the template provided, as an alternative to automated system integration. The upload and transmission take place via a platform made available by Carrier or its Provider.

The Carrier may transmit the data submitted for shipment processing, regulatory compliance or operational handling and associate it with the relevant Air Waybill as required for the performance of the carriage.

10.1. **Availability and eligibility**

10.1.1. The Add-on Service "Parcel Data" is available only for General Cargo shipments booked under the e-commerce pre-agreed process, e-commerce pre-agreed CCS process or e-commerce pre-agreed transit process, on e-commerce-approved lanes and using equipment approved by the Carrier for the service. Availability remains subject to Section 3.2 and any applicable operational restrictions.

10.1.2. The Add-on Service "Parcel Data" is available only for shipments documented under an 020 Air Waybill and may not be booked on a charges collect basis. The Carrier does not guarantee that the Add-on Service "Parcel Data" will be available on every route, at all times or through every platform or booking channel offered by the Carrier. Access to or use of the service may be interrupted, delayed or temporarily unavailable due to technical or operational circumstances.

10.1.3. The shipper must hold an e-commerce certification from Carrier or its service provider before the Add-on Service is booked. Requests for certification must be submitted at least seven (7) days before the shipment. The certification does not guarantee access to the service nor relieve the Principal from its obligations in respect of the shipment.

10.1.4. The Add-on Service "Parcel Data" is not available for Dangerous Goods, Active Temp Control, Passive Temp Support, Perishables, Live Animals, Valuables, Vulnerables, Courier or Emergency shipments. It may not be combined with Personal Supervision, toDoor or Dry Ice.

10.2. **Booking and submission of data**

10.2.1. The Principal shall select and book the Add-on Service "Parcel Data" through the Carrier's ePortal or another booking channel made available by the Carrier, in accordance with Section 3.4.

10.2.2. The Principal shall submit the required shipment and parcel data no later than twenty (20) hours before the applicable LAT. Booking updates may be made by the Principal or through the Carrier's applicable internal process up to that time.

10.3. **Responsibilities and scope of the service**

10.3.1. The Principal shall ensure that all shipment and parcel data submitted by it or on its behalf is provided on time and is complete, accurate and reflective of the actual shipment as per regulatory and legal requirements applicable to the selected routing. The Principal remains responsible for ensuring compliance with all applicable regulatory and customs requirements. In the context of this Add-on Service, the Carrier or its service provider do not assume responsibility for, and are not required for the purposes to verify, validate or correct, the accuracy, completeness, content or lawfulness of any data submitted, or whether that data reflects the actual shipment or satisfies regulatory or customs requirements. Any feedback generated by the portal does not constitute verification, validation or acceptance of the data by the Carrier. Any corrections of data inconsistencies are responsibility of the Principal and not included in the service.

10.3.2. The Principal shall take appropriate measures to ensure that any data, files or other content uploaded to the data platform do not contain viruses, malware or other harmful code and do not compromise the security, integrity or availability of the systems or networks of the Principal, the Carrier or the Carrier’s service provider. The Principal is responsible for any infection, disruption, damage or loss affecting its own systems or those of the Carrier or its service provider to the extent arising from data, files or content uploaded by or on behalf of the Principal. The Principal shall promptly notify the Carrier of any such incident and cooperate in mitigating its effects. The Principal shall indemnify and hold harmless the Carrier and its service provider against claims, liabilities, damages, losses and reasonable costs arising from or in connection with any such incident, except to the extent caused by the act or omission of the Carrier or its service provider.

10.3.3. By uploading or otherwise submitting data to the data platform, the Principal confirms that it has obtained and holds all authorisations, approvals and consents required for the upload and transfer of that data to the Carrier and its designated service provider, and for their use of the data to provide the Add-on Service "Parcel Data".

10.4. **Fees**

10.4.1. The Add-on Service "Parcel Data" is chargeable per kilogram of actual weight on a per-shipment basis (MAWB), unless otherwise specified. The applicable fee shall be documented in the relevant rate agreement and invoiced in accordance with Section 12.

11. Quality of Cargo handling

11.1. The Cargo transportation by the Carrier shall generally be performed in accordance with safety requirements and in compliance with the applicable local and international provisions and applicable IATA and/or ICAO and/or other governing laws, rules, regulations and procedures of the Carrier.

11.2. Both parties shall provide a dedicated contact for each other that shall be responsible for the handling of the shipments and can be contacted by each party via a dedicated telephone number or e-mail address.

12. Fees and terms of payment for Add-on Services

12.1. Unless otherwise stated in the respective Add-on Service section, the charge or rate for the service will be shown during the booking process and charged to the Principal via the AWB.

13. General Liability

13.1. Unless the add-on specific provisions of these Terms and Conditions provide otherwise, the Parties’ liability shall be governed by this section and, subsidiarily, by the applicable statutory provisions.

13.2. For damage, loss or delay of Cargo caused by the Carrier, the following shall apply unless mandatory law – in particular such as the 1999 Montreal or Warsaw Convention or national law – provides for otherwise:

13.2.1. The Carrier shall be liable to the Principal only to the extent provided for in the General Terms and Conditions of Carriage applicable to the relevant shipment and, in any event, only to the

extent that the Principal is liable to its customer or another third party under mandatory law, including, in particular, any liability of the Principal under the Montreal Convention or the Warsaw Convention.

13.2.2. In any event, the liability for damage, loss or delay of cargo shall be limited to an amount equal to twenty-six (26) special drawing rights (SDR) per kilogram.

13.2.3. For the sake of clarification, any agreements between the Principal and its customer under which liability is expanded shall not be taken into account.

13.3. For all other damages and to the extent not in conflict with mandatory statutory provisions, the Carrier shall not be liable for any damages to the Principal or his employees, contractors, representative or agents unless such damage arises from gross negligence or wilful misconduct of the Carrier. Nothing in this shall affect the liability for claims arising from injury to life, limb or health or the duties which are an essential prerequisite for the proper performance of the Contract and the observance of which the contractual partner regularly relies upon.

13.4. In no event shall the Carrier be liable for any indirect or consequential damage, including, without limitation, for loss of profit.

13.5. The Carrier shall assume no liability whatsoever for any damages occurring when the Cargo is in the custody of the Principal or for delays in the subsequent road or air carriage that result from the cargo not being made available for transport, build-up, loading or delivery at the premises of the Principal in time. The Principal indemnifies and holds harmless the Carrier against all liabilities, damages and claims (including costs and expenses arising therefrom or incidental thereto) which may be incurred in this regard, including third party claims against the Carrier. The Principal indemnifies and holds harmless the Carrier against all liabilities, damages, claims (including costs and expenses arising therefrom or incidental thereto), penalties, fines and/or other expenses or demands (including but not limited to attorney´s fees) which may be incurred in this regard, including third party such as authorities against the Carrier.

13.6. The Principal indemnifies and holds harmless the Carrier against all liabilities, damages and claims (including costs and expenses arising therefrom or incidental thereto) which may be incurred as a consequence of any action or omission of the Principal or its employees, servants, agents, including any Supervisor or Attendant.

13.7. The Principal shall not have the right to set-off, or to withhold payments to the Carrier in connection with any amounts due.

14. Limitation

14.1. The Parties agree that all claims under these Terms and Conditions shall become statute-barred in accordance with the applicable statutory provisions.

15. Term and Amendment of this Agreement, Force Majeure

15.1. Individual changes and amendments to Agreements executed under these Terms and Conditions governing Add-on Services, including cancellation of this written form clause, require written form.

15.2. Either party shall have the right to terminate an Add-on Service in writing at any time, without having to observe a notice period, if the respective other party becomes illiquid, applies for an arrangement or the initialisation of insolvency proceedings, or if such an application or petition is filed against the respective other party, if its shareholding/business structure changes.

15.3. If a party is unable to duly perform its obligations hereunder, or is unable to perform them in time or otherwise in accordance with the terms hereunder, for circumstances arising from force majeure such as, for instance, war, civil commotion, strike or lockout, natural disasters or fire, epidemics or quarantine, acts of government or similar, sabotage and cyberattacks the party concerned shall be released within the scope of such force majeure event from its obligation to comply with the contractual duty concerned. However, the affected party shall be under an obligation to notify the respective other party without undue delay.

16. Place of Performance, applicable law and place of jurisdiction

16.1. The exclusive place of jurisdiction is Frankfurt/Main, Germany. The contractual relationship between the Parties shall be governed by the substantive law of the Federal Republic of Germany to the exclusion of the UN Sales Convention (CISG).

16.2. In the event that any provision of this Agreement is not in compliance with applicable law, such provision shall be replaced by such other lawful contractual provision as most approximates the intent of the Parties as can be inferred from the invalid provision. This shall not affect the validity of the remaining provisions.

16.3. Unless specifically agreed otherwise in these Terms and Conditions the Carrier´s “General Terms and Conditions of Carriage” for Cargo [Allgemeine Beförderungsbedingungen für Fracht] in force on the date the Agreement is concluded shall apply.

17. Protection of personal data

17.1. The preparation, conclusion, performance or termination of an agreement regarding an Add on Service may require from Carrier and Principal to furnish each other with personal data (such as employee name, contact details, etc.) and to use such personal data for the said Purpose.

17.2. Both, Carrier and Principal, shall be responsible for complying with legal obligations applicable to its processing of personal data.

17.3. In particular, each party, as a controller in terms of the EU General Data Protection Regulation (Regulation (EU) 2016/679), shall be responsible for (i) the transmission of personal data to the other party is legitimate, and (ii) upon it received personal data from the other party, to use such received personal data in a legitimate way. The Principal ensures that the persons specified by the Principal, are informed about the processing of their personal data in connection with a shipping order, if required by legal regulations.

17.4. To the extent that Carrier or Principal requires assistance of the respective other party in the performance of mandatory statutory obligations, the other party will refuse to provide assistance only if it requires disproportionate efforts or if its assistance is not permitted by law.