

Conditions of the Money Back Guarantee for Emergency shipments

Subject to the conditions set forth below, Lufthansa Cargo Aktiengesellschaft (hereinafter “LH Cargo”) will, at the request of the contract partner, grant credit for or a refund of the net freight charges paid by the contract partner for an **Emergency** shipment, less surcharges and/or fees, if the consignment is not available for collection within six hours of the Time of Availability contained in the booking confirmation.

The following conditions apply for the Money Back Guarantee:

1. A claim under the Money Back Guarantee can only be considered in the case of a confirmed booking of the Product **Emergency** 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 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 LH Cargo has accepted the consignment.
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** shipment is available for collection and customs clearance under the regulations that apply at the place of arrival. Processes and/or procedures subsequent to make the consignment available that need not be carried out by LH Cargo do not fall under this definition and hence do not affect the TOA.
3. Calculation of the amount of the claim under the Money Back Guarantee is based on the actual net freight costs (without surcharges 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 contract partner or, if already paid, will not be refunded. If dedicated routings of the flight outside of LH Cargo’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 net freight charges for the entire consignment will be given.



4. Claims under the Money Back Guarantee must be asserted by the contract partner within 14 (fourteen) 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 ([Liability claims - Lufthansa Cargo](#)) or by email to lcag-cfm-serviceteam@dlh.de. When asserting the claim, the contract partner must present or transmit the AWB number to LH Cargo.
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 LH Cargo or its agents (inter alia war, civil war, civil unrest, strikes and labour disputes, natural catastrophes, fire, epidemics, pandemics, quarantine, weather, measures or acts of governments);
 - The consignment was not delivered ready for dispatch ("Ready for Carriage" as defined in LH Cargo's General Terms and Conditions of Carriage of Cargo);
 - 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 contract partner was after the Latest Time of Acceptance (hereinafter "LAT"). When confirming the booking LH Cargo notifies the contract partner of the LAT. The contract partner must ensure that the consignment as well as all pertinent and necessary documents is delivered to LH Cargo no later than at the LAT. In the event that LH Cargo accepts the consignment after expiry of the LAT, this shall exclude any claim of the contract partner 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 contract partner and LH Cargo that include an individual performance-related refund provision (e.g. hard or soft block agreements) or expressly exclude the Money Back Guarantee.
6. LH Cargo reserves the right to amend these guarantee 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.
7. For a consignment booked prior to any amendment, the Money Back Guarantee conditions shall apply that were valid at the time the consignment in question was booked.
8. Claims of the contract partner on grounds of loss, delay or damage to freight will be judged and regulated in accordance with the applicable contractual and statutory provisions as well as the applicable treaties and conventions, for example the Warsaw Convention or the Montreal Convention and other applicable laws as well as LH Cargo's General Terms and Conditions of Carriage of Cargo. LH Cargo has the right to offset valid claims under the Money Back Guarantee against any claims on the ground of loss of or damage to freight.

9. Claims to refund or credit under the Money Back Guarantee may only be assigned with the prior written consent of LH Cargo. Offsetting against claims of LH Cargo shall only be admissible if the corresponding claim of the contract partner is undisputed or has been acknowledged or finally determined by court order.
10. For the rest, in addition to these conditions LH Cargo's General Terms and Conditions for Carriage of Cargo shall apply as valid from time to time provided that no divergent agreements have been made in these conditions.
11. Disputes under or in connection with the Money Back Guarantee shall be governed by the law of the Federal Republic of Germany excluding the Convention on Contracts for the International Sale of Goods and the collision norms of international private law. The exclusive place of jurisdiction shall be Frankfurt am Main, Germany, provided this may effectively be agreed between the parties.