

General Terms and Conditions for Quick Drop-off/ Pick-up Services of Lufthansa Cargo Aktiengesellschaft

The following General Terms and Conditions as amended from time to time are applicable for all Agreements named "Quick Drop-off/ Pick-up Services Agreement" and executed by Lufthansa Cargo Aktiengesellschaft (LCAG) and a Partner to the Contract (Customer).

- 1.1. These Terms and Conditions shall apply to the access to and the use of the Quick Drop-off / Pick-up Services by Customer and Authorized User.
 - 1.2. Customer is the contracting party to the Quick Drop-off / Pick-up Services Agreement. Customer can be Consignor or Consignee of the shipment as identified on the air waybill, as well as their agent.
 - 1.3. Authorized User is any third person (including for example the driver) using the Quick Drop-off / Pick-up Services on behalf of Customer.
 - 1.4. These Terms and Conditions shall apply in addition to all other applicable tariffs, contracts of carriage, rules, regulations, rates, charges, policies, guidelines, disclaimers, terms or conditions of LCAG.
 - 1.5. The acceptance and delivery regulations of shipments laid out in LCAG's conditions of carriage shall remain unaffected by these Terms and Conditions.
 - 1.6. The Quick Drop-off / Pick-up Services Agreement consists of the corresponding offer and order confirmation as well as these Terms and Conditions. If a customer decides to use the Quick Drop-off/Pick-up services, he/she will accept these general terms and condition by clicking the checkbox upon generation of a pick-up/ drop-off group. After the completion of the order process, Customer submits a binding offer for the conclusion of the Quick Drop-off / Pick-up Services Agreement. After submission of the order to LCAG, Customer receives a written order confirmation via printable pdf. This order confirmation constitutes the acceptance of Customer's offer by LCAG.
 - 1.7. The Quick Drop-off / Pick-up Services are provided on the basis of facility, equipment and technical availability. Customer or Authorized User acknowledges that availability of the Quick Drop-off / Pick-up Services cannot be guaranteed at all times.
 - 1.8. LCAG retains the right, among others, to enhance or modify the Quick Drop-off / Pick-up Services or its software at its discretion at any time and from time to time.
- ## 2. Applicable Conditions of Use
- 2.1. Customer warrants that all information provided to LCAG by himself or any Authorized User via the Quick Drop-off / Pick-up Services is:
 - true and correct;
 - current and up to date;and acknowledges that LCAG is relying on this information to process the Customers shipment. Customer shall be liable to LCAG for any damages arising due to false or incorrect information entered via the Quick Drop-off / Pick-up Services.
 - 2.2. Other persons than Customer or Authorized User are prohibited from accessing or using the Quick Drop-off / Pick-up Services. Each Customer agrees to be and shall be liable to LCAG for and hold LCAG harmless against any acts or omissions of such unregistered or unauthorised users as a result of their access to or use of the Quick Drop-off / Pick-up Services and the entry of any false or incorrect information by or on behalf of the Customer.
 - 2.3. If Customer or Authorized User has reason to believe that any unauthorized user has access to the Quick Drop-off / Pick-up Services, Customer or Authorized User is obliged to notify LCAG immediately.
 - 2.4. **Quick pick-up service**
 - 2.4.1. Quick pick-up service is defined as the services provided via the ePortal of LCAG regarding the import of freight.
 - 2.4.2. Customer acknowledges that a Login is needed to use the Import Quick Pick-up Services.
 - 2.4.3. Customer can provide all required driver and truck data in the Quick Drop-off / Pick-up Services ePortal page ;
 - 2.4.4. Where Customer has appointed an Authorized User to take physical delivery of a consignment by truck or other motor vehicle:
 - 2.4.4.1. Customer acknowledges the nominated Authorized User is authorized to take delivery of freight on behalf of the Customer;
 - 2.4.4.2. Customer has issued Authorized User with a Pick-up Code which is necessary to use the Quick Pick-up service and has communicated to Authorized User that the Pick-up Code is to be kept confidential and treated as a banking PIN number;
 - 2.4.4.3. Customer has received consent from Authorized User to allow Customer to provide LCAG with the personal information of Authorized User for the purpose of enabling the Quick Pick-up service;
 - 2.4.4.4. Authorized User must present an acceptable photo ID and all necessary documentation to LCAG on request;
 - 2.4.4.5. Authorized User is responsible for safe loading of his or her vehicle;
 - 2.4.4.6. Authorized User must comply with LCAG's local terminal procedures and safety policy requirements;
 - 2.4.4.7. Customer must provide Authorized User with the Quick Pick-up service found at www.lufthansa-cargo.com under "eServices".
 - 2.4.4.8. In respect of each of the obligations above, Customer must make Authorized User aware of the obligation.
- 2.5. **Quick Drop-off service**
 - 2.5.1. Quick Drop-off service is defined as the service provided via the ePortal of LCAG regarding the export of freight.
 - 2.5.2. Customer can provide all required driver and truck data in the Quick Drop-off / Pick-up Services ePortal page;
 - 2.5.3. Where Customer has appointed an Authorized User to deliver a consignment by truck or other motor vehicle:
 - 2.5.3.1. Customer acknowledges the nominated Authorized User is authorized to deliver freight on behalf of Customer;
 - 2.5.3.2. Customer has issued Authorized User with a Drop-off Code which is necessary to use the Quick Drop-off service and has communicated to Authorized User that the Drop-off Code is to be kept confidential and treated as a banking PIN number;
 - 2.5.3.3. Customer has received consent from Authorized User to allow Customer to provide LCAG with the personal information of Authorized User for the purpose of enabling the Quick Drop-off service;
 - 2.5.3.4. Authorized User must present an acceptable photo ID as well as all necessary documentation for acceptance and delivery to LCAG on request;
 - 2.5.3.5. Authorized User is responsible for safe unloading of his or her vehicle;
 - 2.5.3.6. Authorized User must comply with LCAG's local terminal procedures and safety policy requirements;
 - 2.5.3.7. Customer must provide Authorized User with the Quick Drop-off service found at www.lufthansa-cargo.com under "eServices".
 - 2.5.3.8. In respect of each of the obligations above, Customer must make Authorized User aware of the obligations.
- 2.6. In addition to conditions set out in 2.2 and 2.3 the following conditions shall apply:
 - 2.6.1. LH Cargo processes personal data if this is necessary for the proper operation of the self-service terminal. Further information can be found in the data protection policy, which can be found during registration for Lufthansa Cargo ePortal.
- 2.7. Customer warrants that all information provided to LCAG via the Quick Drop-off / Pick-up Services is:
 - true and correct;
 - current and up to date;and acknowledges that LCAG is relying on this information to process the Customers shipment. Customer shall be liable to LCAG for any damages arising due to false or incorrect information entered via the Quick Drop-off / Pick-up Services.
- 2.8. LCAG accepts no responsibility for releasing shipments based on information provided by Customer or Authorized User which does not comply with these terms.
- ## 3. Liability
- 3.1. The Quick Drop-off / Pick-up Services are provided on an "as is" and "as available" basis and the use of the Quick Drop-off / Pick-up Services is at Customer's or Authorized User's risk. LCAG makes no declarations or warranties, either expressed or implied, with respect to the availability and proper function of the Quick Drop-off / Pick-up Services, or any service or information provided through the service offered via the Quick Drop-off / Pick-up Services of LCAG.
 - 3.2. To the extent not in conflict with mandatory statutory provisions LCAG shall not be liable for any claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) of Customer or Authorized User arising from the use of the Quick Drop-off / Pick-up Services or any delay due to improper function of the Quick Drop-off / Pick-up Services, unless such damage arises from gross negligence or willful misconduct of LCAG. 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

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the Contract and the observance of which the contractual partner regularly relies upon.

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

3.4. LCAG shall assume no liability whatsoever for any damages occurring when the cargo is in the custody of the Customer or Authorized User or his employees or for delays in the subsequent road or air carriage that result from the cargo not being made available for transport, build-up or loading at the premises of the Customer or Authorized User in time. The Customer or Authorized User indemnifies and holds harmless LCAG 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 LCAG.

4. Force Majeure

4.1. If a Party is unable to duly perform its obligations under this Agreement, or is unable to perform them in time or otherwise in accordance with this Agreement, 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, 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.

5. Miscellaneous

5.1. These Terms and Conditions shall not affect the applicability of LCAG's "General Terms and Conditions of Carriage" [Allgemeine Beförderungsbedingungen für Fracht] for freight in force on the date the Agreement is concluded shall apply.

5.2. The partner to the Contract may assign rights from this Contract only after prior written consent of LCAG. Customer shall only have the right to set-off with claims that are undisputed between the parties and/or recognized by court as legally binding.

5.3. 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.

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

6.1. The exclusive place of performance and 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).