

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

1. Subject of the agreement

The following Terms and Conditions are named "Add-on Services", because they are 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 seven separately bookable services. The services are named "exWorks", "toDoor", "Customs", "Additional Re-Icing Transit", "Cool Container Data Report", "Personal Supervision" and "Sustainable Choice".

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 transportation and/or custom services leading or following an 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 act or exporter according to the German or any applicable foreign trade law.

4. "exWorks"

For the Add-on Service "exWorks" the Carrier shall pick up the Cargo at a Principals customs warehouse.

4.1. Special service terms

- 4.1.1. The Principal is responsible for customs clearance at his Customs Warehouse for the Add-on Services by the Carrier.
- 4.1.2. 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.
- 4.1.3. 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.).
- 4.1.4. 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.
- 4.1.5. The Carrier shall not provide any legal, customs- or tax law services. However, the carrier may recommend specialists to assist the Principal.
- 4.1.6. 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.

- 4.1.7. 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.
- 4.1.8. 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. 11 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.

4.2. Rights and obligations by the Carrier

- 4.2.1.1. The Carrier shall undertake to pick-up the Cargo at the Principals Customs Warehouse and transport it to the designated Carrier station for acceptance of the shipment according to the Carriers standard acceptance procedures for subsequent air or road transport.
- 4.2.1.2. 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.
- 4.2.1.3. 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.
- 4.2.2. **Rights and obligations by the Principal**
- 4.2.2.1. 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.
- 4.2.2.2. 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.
- 4.2.2.3. The Principal is responsible for loading of Cargo into the vehicle with appropriate loading devices.

4.3. Special disclaimer of liability

- 4.3.1. 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.
- 4.3.2. The Carrier shall not be responsible for any customs- and/or tax fees and penalties for the Export and Import of the Cargo.
- 4.3.3. The Carrier is not responsible to check if the Principals Customs Warehouse is approved by the customs authorities.
- 4.3.4. The Carrier is not obligated to inform the Principal about any regulations or amendments regarding customs- or tax law.
- 4.3.5. 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.
- 4.3.6. The Principal bears all costs for any violations of its obligations set out in these Terms and Conditions for Add-on Services.
- 4.3.7. 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.

5. "toDoor"

For the Add-on Service "toDoor" the Carrier delivers the Cargo on a RFS truck with flight number to a Principals Customs Warehouse.

5.1. Special service terms

- 5.1.1. The Principal is responsible for customs clearance at his Customs Warehouse for the Add-on Services by the Carrier.
- 5.1.2. 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.
- 5.1.3. 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

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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.).

- 5.1.4. 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.
- 5.1.5. The Carrier shall not provide any legal, customs- or tax law services. However, the carrier may recommend specialists to assist the Principal.
- 5.1.6. 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.
- 5.1.7. 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.
- 5.1.8. 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. 11 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.
- 5.2. Rights and obligations by the Carrier**
- 5.2.1.1. The Carrier shall undertake to transport and deliver the Cargo on a RFS truck with flight number under a Customs Warehouse procedure to a Principals Customs Warehouse in accordance with UCC following an air or road transport by the Carrier.
- 5.2.1.2. 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.
- 5.2.2. Rights and obligations by the Principal**
- 5.2.2.1. The Principal shall take over the shipment at the agreed time of delivery by the Carrier.
- 5.2.2.2. The Principal is responsible for the unloading of the Cargo from the vehicle with appropriate loading devices.
- 5.3. Special disclaimer of liability**
- 5.3.1. 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.
- 5.3.2. The Carrier shall not be responsible for any customs- and/or tax fees and penalties for the Export and Import of the Cargo.
- 5.3.3. The Carrier is not responsible to check if the Principals Customs Warehouse is approved by the customs authorities.
- 5.3.4. The Carrier is not obligated to inform the Principal about any regulations or amendments regarding customs- or tax law.
- 5.3.5. 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.
- 5.3.6. The Principal bears all costs for any violations of its obligations set out in these Terms and Conditions for Add-on Services.
- 5.3.7. 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.
- 6. "Customs"**
- For the Add-on Service "Customs" the Carrier will provide the Principal with certain customs services, as described below. This service, however, does not include any outward or inward processing procedures or re-export for Cargo.
- 6.1. Special Service terms**
- 6.1.1. The Carrier provides this service only as a direct representative of the Principal. In this case, the Carrier declares and clears the customs in the name of and on account of the Principal. For the avoidance of doubts, the Carrier shall never be the declarant itself.
- 6.1.2. The Carrier shall not issue or ensure any determination of the origin for any types of Cargo.
- 6.1.3. The Principal is obligated to have an EORI-Number with the European Customs authorities.
- 6.1.4. In case of export, the Principal remains exporter and is therefore customs declarant and owner of the proceedings. The Principal as exporter shall decide when and where the Cargo must leave the European Union.
- 6.1.5. The Principal provides the Carrier with all necessary and relevant information about the Cargo to complete customs declaration.
- 6.1.6. The Principal shall determine the Common Customs Tariff of the Cargo. The Principal shall also determine the transaction value of the Cargo.
- 6.1.7. The Principal informs the Carrier about any customs simplifications that are applicable to the proceedings. He also reviews all results of the performed Services by the Carrier without undue delay.
- 6.1.8. The Principal shall pay any customs debt and applicable taxes after notification by the Carrier or the customs authorities within the set time limits.
- 6.1.9. The Principal shall document all custom related processes and archive them according the Union Customs Code. The Carrier keeps a copy of those documents for internal documentation.
- 6.2. Special Service terms for temporary admission**
- 6.2.1. The Principal names the location, duration, re-export date and all other necessary information for any Cargo under temporary admission. The Carrier will file the temporary admission procedure in accordance with the information provided by the Principal.
- 6.2.2. The Carrier notifies the Principal about any subsequent approval.
- 6.3. Special Service terms for UCC transit procedure**
- 6.3.1. The Principal is obligated to check if the UCC transit procedure applies to all countries of the transit. The Principal shall provide the Carrier with all necessary and relevant information to fulfil the requirements for a UCC transit procedure.
- 6.3.2. The Carrier will file the transit procedure in correspondence to the Principals information.
- 6.3.3. If the Transit procedure requires a guarantee, the Carrier may request a security payment by the Principal.
- 6.3.4. The Principal provides the Carrier with all necessary information of any customs procedure directly following the transit procedure.
- 6.4. Special Service terms for Customs Warehouse procedure**
- 6.4.1. The Carrier provides the Customs Warehouse procedure at public and private Customs Warehouses.
- 6.4.2. If the Carrier conducts the Customs Warehouse Procedure in the Principals Customs Warehouse, the Principal is obligated to secure the Customs Warehouse according to customs law standard to prevent any unauthorised third party access. Therefore, the Principal is obligated to get the customs authorities approval for the Customs Warehouse.
- 6.4.3. The Principal shall always declare the customs procedure following any Customs Warehouse procedure. If there is no following customs procedure selected, the Carriers responsibility ends with the customs declaration at the respective Customs Warehouse.
- 6.5. Special disclaimer of liability**
- 6.5.1. Regardless of any joint liability by the Union Customs Code, the Principal indemnifies and holds harmless the Carrier against all claims by customs authorities or third parties, which may arise during the course of business.
- 6.5.2. The Carrier shall not be obligated to check if any information for customs declaration by the Principal matches the Cargo. Therefore, the Carrier shall not be responsible for any wrong filing of customs declarations due to wrong information provided by the Principal.
- 6.5.3. The Carrier is not responsible for any changes in the transit procedure by the Principal without notification and/or adjustment to/by the Carrier.
- 6.5.4. The Carriers responsibility for the Cargo ends after clearance of the Cargo. The Carrier does not offer any additional services beyond the Add-on Services in this agreement.
- 6.5.5. The Carrier is not responsible for any security breaches or unauthorised third party access at any Customs Warehouse by the Principal.

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- 6.5.6. The Carrier shall not be responsible for the transfer of Cargo from the Customs Warehouse procedure to the subsequent customs procedure.
- 6.5.7. The Carrier is not responsible for any delay of Cargo, if customs debts are not paid by the Principal and therefore the Cargo will not be released by the customs authorities.
- 6.5.8. In case of export, the Carrier exports the Cargo at the time and origin defined by the Principal. The Carrier is not responsible for any changes of the procedure made by the Principal without notification and/or adjustments to/by the Principal.
- 6.5.9. The Carrier is not responsible for complying with the deadlines for the re-export in case of temporary admission.
- 6.5.10. The Carrier is not responsible if the Principal transports the Cargo to a non-authorised location in case of temporary admission.
- 6.5.11. The Carrier shall not be obligated to validate whether the Principal utilised all customs simplifications properly.
- 6.5.12. The Carrier does not provide any legal representation in any customs related litigations between the Principal and the customs authorities.

7. "Additional Re-Icing Transit"

For the Add-on Service "Re-Icing Transit" Carrier offers to replenish dry ice in the dry-ice compartment of active temperature controlled containers that are operated using dry-ice as cooling agent when transiting stations where such services are offered.

- 7.1. Containers tendered by the Principal must be tendered "ready-for-carriage" to the Carrier with sufficient dry ice amounts to cover the entire transportation.
- 7.2. Dry-ice requests by the Principal are accepted by the Carrier in writing. The request from the Principal shall also contain an authorisation to open the compartment of the container and an express release from any liability of the Carrier for damages associated with such re-icing operation, given that dry ice shall be replenished in the cargo compartment of the container. In such cases, seals attached by Principal will be opened and replaced after conducting the service.
- 7.3. The Carrier agrees to replenish dry ice with the amount specified by the Principal. In cases in where the dry-ice amount cannot be filled into the dry ice bunker, the Carrier will fill the maximum allowable amount for individual refill requests and/or re-icing intervals specified.
- 7.4. The Carrier will charge only for the amounts filled.
- 7.5. Charges will be calculated in increments of 10kg rounded up to the next 10kg.
- 7.6. This service shall not create additional duties, obligations or extensions of liability of the Carrier. The liability of the Carrier is always according to the transportation contract including where agreed, the General Conditions of Carriage as currently published on the Carrier's website.

8. "Cool Container Data Report"

For the Add-on Service Container Data Report the Carrier will provide a temperature data record of such containers, which records operational parameters.

8.1. Special Service Terms

The Carrier shall provide the requested Container Data report in a standard, non-editable format (PDF) via mail to the Principal. The report will be created as soon as the data is available; data availability is dependent on the relevant container to be positioned at a data retrieval station.

8.2. Rights and obligations by the Principal

The Principal is obliged to provide the carrier with the relevant information to perform the Add-on Service. The Cool Container Data Report is to be deemed confidential and disclosing to other parties is not allowed.

8.3. Rights and obligations by the Carrier

The Carrier shall not be obliged to check if ULD information and AWB details provided by the Principal matches. Therefore, the Carrier shall not be responsible for any wrong filing of CDR due to wrong information provided by the Principal.

8.4. Special disclaimer of liability

The Container Data Report provided by the Carrier does not replace the standard processes for claims filing and request for Transportation Analysis as described in TACT. The Container Data Report cannot be the base for a claim to be filed, damage to the good needs to be proved.

9. "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.

9.1. Special Service Terms

9.1.1. 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.

9.1.2. 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.

9.1.3. The Supervisor may provide support and supervision 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.

9.2. Rights and obligations by the Principal

9.2.1. 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.

9.2.2. The Supervisor shall be equipped with suitable personal protective equipment while staying within the Carriers' production environment. Equipment must be provided by Supervisor and/or Principal.

9.3. Rights and obligations by the Carrier

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

9.3.2. 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.

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

9.4. Special disclaimer of liability

9.4.1. 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.

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10. Sustainable Choice

For the Add-on Service "Sustainable Choice", the Carrier provides emissions compensation possibilities.

10.1. Calculation of emissions

- 10.1.1. Carrier estimates CO₂ emissions caused by transportation on all offered modes of transport for all routings.
- 10.1.2. The estimated pre-calculated CO₂ emissions are shown in several booking channels together with bookable routes for a specific transportation enquiry, prior to making a booking.
- 10.1.3. The unit value of CO₂ emissions is in kilogram (kg) of CO₂ emissions for the entire routing.
- 10.1.4. CO₂ emissions shown during the AWB booking process are calculated based on the emissions from combusting JET A1 fuel (Tank-to-Wheel, TTW). In the assessment, emissions factors from Regulation (EU) 2018/2066 are used.
- 10.1.5. The estimated pre-calculation of CO₂ emissions for compensation possibilities is based on historic flight data for fuel burn and Actual Weight (AWT) of shipments on a geographically aggregated level.
- 10.1.6. Carrier estimates emissions from production and transport (Well-to-Tank, WTT). WTT emissions factors are based on the difference between Well-to-Wheel (WTT) emissions factors according to DIN 16258 and TTW emissions factor according to Regulation (EU) 2018/2066.
- 10.1.7. Carrier's calculation method can be found on its website under: <https://lufthansa-cargo.com/documents/20184/29985/Calculation+Method+for+CO2-Information+for+shipment+%26+routing++used+at+LH+%26+LH+Cargo.pdf/69604521-0cc1-4337-bcc6-7475e8c57906?t=1595327079829>

10.2. Options for emissions compensation or reduction

- 10.2.1. Carrier offers two options to Principal. Compensation of CO₂ emissions via a "Carbon Offset Project" or reduction of CO₂ emissions via "Sustainable Aviation Fuel" (SAF), given sufficient availability of SAF.
- 10.2.2. Carrier offers the Add-on Service "Sustainable Choice" only for shipments including at least one freighter segment from Carrier.
- 10.2.3. Carrier offers the service based for the Well-to-Wheel (WTT) CO₂ emissions of a shipment summing-up the CO₂ emissions factors for TTW as outlined in 10.1.4 and WTT as outlined in 10.1.6.
- 10.2.4. Principal is able to choose between three (3) service options in the share of SAF and Carbon Offset Projects for the estimated WTT emissions. The three options are: 80% SAF and 20% Carbon Offset Projects, 40% SAF and 60% Carbon Offset Projects or 0% SAF and 100% Carbon Offset Projects.
- 10.2.5. The offered Carbon Offset Project is a certified Gold Standard project by the Gold Standard Foundation.
- 10.2.6. The used Sustainable Aviation Fuel complies with applicable European law, in particular the latest Renewable Energy Directive.

10.3. Price estimate

- 10.3.1. Carrier prices "Sustainable Choice" based on the actual weight (AWT) of a shipment.
- 10.3.2. Carrier estimates the total price based on the averaged CO₂ emissions and multiplies the AWT of the shipment with the price per kg of AWT for either Carbon Offset Projects or SAF.
- 10.3.3. Principal shall always compensate / reduce 100% of the WTT CO₂ emissions and may choose between 3 pre-set shares of SAF and Carbon Offset Projects prior to tendering the goods to Carrier as outlined in 10.2.4.
- 10.3.4. 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 10.4.

10.4. Final price calculation, final assessment

- 10.4.1. 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 10.3.3 and the final AWT. The final price will be billed via the AWB on the Other Charge code "GE".
- 10.4.2. Shall Carrier adjust the routing at its own discretion after accepting the shipment and the calculated 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).

- 10.4.3. 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).
- 10.4.4. The minimum amount for CO₂ compensation or reduction per AWB is 32 EUR or the equivalent in local currency.

10.5. Fulfilment

- 10.5.1. For both types of projects as outlined in 10.2.1, Carrier ensures that procurement of SAF or compensation via Carbon Offset Project 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 Carbon Offset Project shall be procured within 2 months after full payment of transportation and Add-on Service costs.

11. Quality of Cargo handling

- 11.1. The Cargo transportation undertaken 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 email address.

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

- 12.1. Fees are subject to local agreement and will be documented in the corresponding rate agreement.
- 12.2. The Principal shall document the shipments delivered under this Contract and provide the information to the Carrier for invoicing. Invoicing shall be the same as agreed upon for AWB charges or the Carrier may send monthly invoices to the address stated by the Principal in the Contract.
- 12.3. Invoices shall be paid by the Principal within 30 days of receipt. Upon late payment the Carrier shall be entitled to interest on the sum overdue from the due date until full payment has been made.

13. General Liability

- 13.1. Unless stated otherwise in this agreement the Carrier shall be liable according to 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 is liable to the Principal to the extent the Principal is liable in turn to its customer or other third party under mandatory law, in particular with regard to a liability of the Principal to its customer 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-two (22) 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, unless expressly stipulated otherwise herein.
- 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 or loading 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

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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.

requires disproportionate efforts or if its assistance is not permitted by law.

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 this Agreement shall become statute-barred in accordance with the applicable statutory provisions.

15. Term and Amendment of this Agreement, Force Majeure

15.1. Changes and amendments to this Agreement, including cancellation of this written form clause, require written form.

15.2. Either Party shall have the right to terminate this Agreement 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 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.

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 Carriers "General Terms and Conditions of Carriage" [Allgemeine Beförderungsbedingungen für Fracht] for Cargo in force on the date the Agreement is signed shall apply.

17. Protection of personal data

17.1. The preparation, conclusion, performance or termination of 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