

**General Terms for
Airmail Transportation
by Lufthansa Cargo Aktiengesellschaft**

The following General Terms of Airmail Transportation ("GTAT") as amended from time to time are applicable for all Agreements/Contracts with respect to airmail transportation executed by Lufthansa Cargo Aktiengesellschaft (Carrier) and a Partner to the Contract (Principal). Such terms form an integral part of the Rate Sheet

1. Subject Matter of Contract

- 1.1. These GTAT describe the conditions pursuant to which the Carrier shall provide the Services to the Principal from the point(s) of origin to the point(s) of destination, or to the point of transit, in conformity with applicable rates, a routing plan and the estimated volumes. Services are all operations of the Carrier related to the transportation of mail, such as loading, unloading, ground handling, security, transportation, distribution and documentation relating to the following categories of Mail mentioned in the Universal Postal Convention: (i) EMS; (ii) priority mail (letter post, parcel post, money orders), (iii) non-priority mail: S.A.L. items (letter post and parcel post) and (iv) empty bags (SV). The contractual and statutory provisions underlying the respective air transport will not be affected by these GTAT. If not otherwise agreed, the services are provided on a request/reply basis and only if capacities are available.
- 1.2. The Carrier is authorized to use other carriers or non-carrier sub-contractors if necessary to provide the Services.
- 1.3. 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 be responsible for any customs fees.
- 1.4. The Principal warrants that any documentation and information regarding the Mail is complete and accurate, the items are properly packed and marked and comply with all applicable laws, e.g. are not prohibited from transportation.
- 1.5. The Services may only be provided in respect of mail permissible under any local laws and/or regulations and/or the provisions of the International Air Transport Association (IATA), International Civil Aviation Organization (ICAO), UPU and LCAG provisions.

2. Refusal of handover

- 2.1. LCAG may refuse to accept handover of the Mail (handover failure), including the following circumstances as examples:
 - (i) Mail placed in damaged bags or receptacles,
 - (ii) Mailbags or individual receptacles weighing more than the weight limit laid down in the UPU Acts and/or exceeding UPU-IATA standard dimensions, prior to delivery to the Carrier,
 - (iii) Mail receptacles with unreadable or poorly attached labels,
 - (iv) Handover of the Mail after the agreed time and/or at a location different from the one agreed.
- 2.2. The Carrier has the right to refuse the handover of Mail at origin or to handover the Mail at destination and shall return such Mail at the Principal's expense, or hold such Mail at any point, at its discretion, in the following cases:
 - (i) The Carrier has objective and reasonable reasons to perceive its contents to be illegal according to national or international legislation or the like, or of a dangerous nature or otherwise, and that its contents are likely, in the sole judgement of the Carrier, to damage or affect other Mail, goods or equipment belonging to the Carrier, its employees or third parties.
 - (ii) A visual inspection indicates that the Mail to be uplifted appears to be improperly packed, wrapped or labelled or is in a condition indicating suspected damage, tampering or pilferage at the moment of handover and before proof of acceptance from the Carrier. In this case, the Carrier shall notify the Principal of the reasons for refusal. The Carrier shall provide the Principal with the opportunity to correct the defects when the handover and handling time allows.
 - (iii) Mail not properly screened / x-rayed by the Principal according to the local agreement / special requirements.
- 2.3. For the avoidance of doubt, no legal liability shall arise whatsoever from the legitimate refusal of handover according to the reasons stipulated above.

3. Delivery failure and possible remedy

- 3.1. In the event that the Mail cannot be delivered to the agreed location at destination, it shall be stored, subject to local regulations, at the Carrier's mail handling unit and the DO (designated operator as defined in UPU regulations and/or manuals) of destination shall be contacted for an alternative handover location. The Principal shall be notified of the measures taken thereon within reasonable time and shall bear the

additional costs incurred by the Carrier, except in the case of delivery failure attributable to the Carrier.

- 3.2. The Carrier shall notify the situation to the Principal within reasonable time and comply with any reasonable instructions from the Principal if the Carrier deems instructions appropriate to remedy the situation and, if the DO of destination: (i) refuses or fails to take possession of the Mail or (ii) refuses or fails to deliver proof of delivery after its arrival at the place of delivery.
 - 3.3. In the absence of instructions from the DO of destination or if such instructions cannot reasonably be complied with, the Carrier shall inform the Principal and have the right to return such Mail to the Principal at the Principal's expense, after having notified such event to the Principal within 5 (five) business days.
- 4. Handover / Proof of delivery**
- 4.1. From the moment the Carrier accepts the consignment, the Mail shall be considered to be in the custody of the Carrier until its handover at destination or at the transit airport.
 - 4.2. The carrier provides PODs, means a positive check of all mail received by the DO at destination or by its agent by positive data capturing of mail receptacle identifiers enclosed in the proper EDI messages generated by the carrier or by other agreed data exchanged. LCAG does not provide any CN 47 or Proof of Delivery for empty bags.
 - 4.3. The Carrier is authorized to examine (screen) the mail receptacles, without opening them, visually or using technology (e.g. X-ray, ETD) for the purposes of clearing the articles for uplift under aviation security regulations and if allowed by national legislation.
 - 4.4. Subject to the above paragraphs of this article, Mail shall be held by the Carrier if the transport of such Mail constitutes a danger to other mail, goods or equipment belonging to the Carrier, its employees or third parties. The costs of such storage or subsequent disposal shall be borne by the Principal. Alternatively, the Carrier shall hand over such Mail to the authorities.

5. Payment

The payment as per invoice is due within 60 days following the date of receipt of the invoice.

6. Liability

- 6.1. The Carrier shall be liable only for loss or damage of Mail which occurs during the Services provided under these GTAT.
- 6.2. The Carrier shall not be liable for indirect or consequential damages. These include in particular loss of turnover, profit or earnings, interest, lost business transactions, currency risks, production shortfall or penalties resulting from any transportation under these GTAT irrespective of whether the carrier knew that any such damage might occur.
- 6.3. Each party shall assume the same contractual liability towards the other for the acts of agents as for its own performance under these GTAT.
- 6.4. The Principal shall be liable for all the expenses and costs resulting from failure by the DO of transit or of destination to take over delivery of the Mail, provided that the Carrier has duly performed its obligations.
- 6.5. In the case of damage or loss of/to Mail, the Principal must complain to the Carrier forthwith after the discovery of the damage, and at the latest, within fourteen days from the date of handover at the destination. Every complaint must be in writing.
- 6.6. If no complaint is made within the times set out in article 6.5, no action shall lie against the Carrier, save in the case of fraud on its part.
- 6.7. The Principal's right to damages shall be extinguished if an action is not brought within a period of two years, reckoned from the date of handover at destination or from the date on which the carriage stopped.

7. Limitation of liability

- 7.1. Subject to article 7.2 below, the Carrier shall be liable towards the Principal according to the UPU regulations. The liability of the Carrier shall never exceed the Principal's liability towards its customer, as specified in the UPU Acts and the Principal shall indemnify and hold harmless the Carrier accordingly.
- 7.2. The limitations of liability set out in Article 7.1 shall not apply to damages caused by gross negligence or wilful act on the part of the parties or its employees or to liability of the party or its employees for culpably caused injuries of life, body or health. Furthermore, liability for the violation of obligations, the fulfilment of which is absolutely required

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for the proper rendering of the services owed and the adherence to which the other party may regularly rely on remains unaffected.

8. Exemption of liability

- 8.1. In the event that the Principal/the DO at destination (or its nominated agents) refuse or fail to hand over the Mail/take possession of the Mail and/or refuse to sign for acceptance of the Mail, the Carrier shall not incur any liability if:
- (i) it has complied with the agreed handover procedure, which includes handover at the agreed location with the complete and proper documents, and/or EDI transmission; and
 - (ii) it has provided the Principal with proper notification, in the shortest possible lead time, including the date and time of attempted handover/delivery, where applicable and supported if available by a confirmation of the DO at destination, confirming refusal and/or providing reasons for refusal to take possession of the Mail.
- 8.2. In the circumstances described in article 8.1, the Principal shall be liable for any additional costs incurred for the additional handling performed by the Carrier.
- 8.3. Neither party shall be liable towards the other party for any delays or failure in the performance of its obligations due to any reason beyond its control or the control of its agents, so long as such party continues to be affected by such events of force majeure as defined in article 9.3.
- 8.4. The Carrier shall not be liable under any circumstances for the, loss or damage to, or destruction of, Mail or any other property caused by, or resulting from: (i) inherent defect, quality or vice of its content, (ii) defective packing of the Mail; (iii) an act of war or armed conflict and/or (iv) an act of public authority carried out in connection with the entry, exit or transit of the Mail.
- 8.5. The Carrier shall not be liable for any claims or damages arising from the breach of article 1.3 and/or 1.4 and the Principal shall indemnify the Carrier for any loss or damage, also in respect to third parties, accordingly.

9. Miscellaneous

- 9.1. Unless otherwise provided for in these General Terms for Airmail Transportation, the regulations of the UPU Acts as well as the Carriers Conditions of Carriage (if applicable) as amended from time to time will be applied unlimitedly.
(<http://lufthansa-cargo.com/meta/meta/company/general-terms>)
- 9.2. The exclusive place of jurisdiction will be Frankfurt/Main, Germany. For airmail transportation according to this GTAT, the law of the Federal Republic of Germany will apply exclusively, without reference to the choice of law provisions thereof.
- 9.3. Neither party shall be liable towards the other party for any delays or defect in the performance of its obligations or duties due to any unforeseen reason, including but not limited to acts of God, fires, floods, riots, epidemics, quarantine restrictions, government acts, political uprising, freight embargoes, or any other such causes beyond such party's control.
- 9.4. Should any provision of these GTAT be held invalid, or prohibited, such provision shall be ineffective only to the extent of such invalidity or prohibition and shall not invalidate the remainder of such provision or the remaining provisions of these GTAT.