Money-Back Guarantee for Emergency.Solutions

Terms and Conditions

• The Money-Back Guarantee is based on a confirmed booking for the total weight, dimensions and volume of a shipment. Any deviation from the originally booked and confirmed shipment may result in cancellation of the pertaining Money-Back Guarantee.

• In the event that an Emergency.Solutions shipment fails to be available within 6 hours after the booked and confirmed Time of Availability, the person paying the AWB charges will receive a reduction of 100% of the actually paid net freight charges (without surcharges) upon specific request as laid out below. “Time of Availability” is the point in time when the documents of an Emergency.Solutions shipment and the shipment itself are ready for pick-up and customs clearance by the customer. Any subsequent processes or procedures to be carried out by customer or any authority shall not be considered for this definition. In case of delay of part shipments, the refund of the net freight charges will be granted on the basis of the net freight charges of the complete shipment.

• The Money-Back Guarantee is a voluntary repayment by Lufthansa Cargo for this product without any legal obligation. It is entirely independent from and not related to any actual damage, whether proven or not. For the avoidance of doubt Lufthansa Cargo does not acknowledge any legal obligation to grant the Money-Back Guarantee. Lufthansa Cargo reserves the right to modify these Terms and conditions at any time, without advance notice and/or suspend, withdraw or cancel the Money-Back Guarantee for any reason and at any time, without incurring any liability.

• For shipments booked before such modification the Terms and Conditions valid in the moment of booking will apply.

• Customer claims due to delay or other damage of cargo shall be handled in accordance with the applicable contractual and legal provisions, e.g. the Warsaw Convention/ Hague Protocol/ Montreal Protocol No.4/ Montreal Convention of 1999 or any other applicable law and the Carrier’s General Conditions of Carriage. Lufthansa Cargo has the right to credit compensation based on such claims against the Money-Back Guarantee on a case by case basis.
• No Money-Back Guarantee will be granted if the shipment is not available due to the following reasons:
  − Force Majeure, i.e. all circumstances outside the control of Lufthansa Cargo or its agents including without limitation to war, civil war, civil unrest, strike and labour dispute, natural catastrophes, fire, epidemics, quarantine, governmental measures and governmental acts.
  − Actions, defaults or omissions of the shipper/consignee or their agent(s), which have contributed to the irregularity
  − Shipment not delivered ready for carriage
  − If shipment is covered by a contract between the customer and Lufthansa Cargo that contains an individual performance related refund policy (such as CPA, ACA, SCA) or explicitly excludes the Money-Back Guarantee.

• In case of dedicated re-routings of aircraft going beyond the standard flight network of Lufthansa Cargo in order to meet the individual network demand of a specific shipment, the additionally charged costs are not included by this Money-Back Guarantee and will not be refunded.

• A Money-Back Guarantee will only be effected if a written request from the person entitled to the reduction (as above under 1) is received by Lufthansa Cargo within twenty one (21) days after the Time of Availability of the confirmed time frame or when the Time of Availability is not determined, twenty one (21) days after the scheduled time of arrival of the corresponding confirmed flight(s). For the avoidance of doubt weekend and/or holidays are to be included when calculating that time frame. Once this period has elapsed no Money-Back Guarantee shall apply.

• The person entitled to the reduction may give legal authorization (power of attorney or valid declaration of assignment) to any other person or entity. Such authorization has to be provided for each individual case separately. A general authorization will not be accepted. A Money-Back Guarantee will only be granted if the original document of such written legal authorization is received by Lufthansa Cargo within 21 day (including weekends and/or holidays) after the Time of Availability of the confirmed time frame or – when the availability is not determined - 21 days (including weekends and/or holidays) after the scheduled time of arrival of the corresponding confirmed flight. After the elapse of this period no Money-Back Guarantee shall apply.

• The claim may be submitted via the homepage of Lufthansa Cargo AG at lufthansacargo.com/de_de/eservices. Alternatively the local sales office may be contacted or an e-mail submitted to the Customer Relations Team on customer_relations_team2@dlh.de.

• A refund within the scope of this Money-Back Guarantee is being executed as 100% reduction of the net freight rate, i.e. the net freight charges will not be debited for the claimed shipment, only the surcharges will be debited. In case the net freight charges have already been debited at the time when the claim is being raised, a credit note will be released accordingly.
• The following documents must be presented to Lufthansa Cargo in order for the Money-Back Guarantee to apply:
  - Air Waybill
  - Air Waybill-Number and date of issuance
  - Origin and Destination
  - Service Name Emergency.Solutions (BXO or BXD)
  - Confirmed time frame
  - Actual time of availability
  - Weight charges
  - If applicable: power of attorney or valid declaration of assignment

• Under the prerequisite that all required information and documents are available, the claim will be processed within 5 working days starting with the date of submission to Lufthansa Cargo.

• The contractual relationship shall be governed by the substantive Laws of Germany excluding the Convention on Contracts for the International Sale of Goods (CISG) and the collision norms of International Private Law. The parties agree on the exclusive jurisdiction of the ordinary courts of Frankfurt am Main, Germany.