

Frankfurt Animal Lounge – General Terms and Conditions of Business

Rev. 01.05.2022

I. General provisions

1. Scope

- 1.1 These General Terms and Conditions of Business ('T&Cs') apply to all services that are provided to the client by the Frankfurt Animal Lounge from Lufthansa Cargo AG ('FAL').
- 1.2 Any opposing terms or conditions that deviate from these T&Cs will form part of the contract only if the FAL expressly agrees to this in writing on a case-by-case basis. These T&Cs continue to apply even if the FAL provides services without reservations in full knowledge of contract conditions that oppose or deviate from these T&Cs.
- 1.3 These T&Cs may be altered from time to time. Services provided by the FAL are applicable only in conjunction with an agreement or a conveyance contract and the 'General Terms and Conditions of Conveyance'. This agreement does not affect the general contractual conditions and provisions of the law as applicable to transportation by air and road.
- 1.4 If the client is a merchant/an undertaking as defined by the German Commercial Code (HGB) or Civil Code (BGB), then the T&Cs as in effect at any given time also apply to all future business with the client, even if not expressly agreed for such business.
- 1.5 These T&Cs apply both to consumers and to undertakings as defined by the BGB except in cases where an individual provision has made a corresponding distinction.

2. General obligations

- 2.1 The client shall submit a capacity request to the FAL beforehand (fra.avi.capacity@dlh.de). This capacity request must state the AWB (air waybill) number, the animal species, the number of animals and weight, as well as information about special treatment. The client's invoice address for ground handling services must be given. Animals cannot be stored in the FAL unless capacity for these animals has been confirmed.
- 2.2 A written pre-notification must be sent to the FAL (fra.avi.24ops@dlh.de) no later than 24 hours before handover of the animals. This pre-notification must state the AWB number, the animal species, the number of animals and weight, as well as the load type (loose or palletised, including pallet number). The pre-notification must state whether the shipment includes poisonous animals. The pre-notification must also give details of a contact person at the client.
- 2.3 The client shall provide their customers with a copy of these T&Cs. The client shall also inform their customers about fees incurred by use of the FAL beforehand. If the customer fails to pay all of the fees incurred when picking up the animal, then the client shall be liable for these unpaid fees.

3. Services provided by the Frankfurt Animal Lounge

- 3.1 The FAL handles acceptance, care, catering to dietary requirements, preparation for pick-up and accommodation for animals transported or to be transported as air freight or as animals accompanying passengers ('animal(s)') at the Frankfurt am Main airport.
- 3.2 The FAL may organise the services it provides as it sees fit and is in no way bound to follow instructions from the client unless these have been contractually agreed.
- 3.3 If the client wishes to arrange for the FAL to provide a special or additional type of animal care, which is not already part of the contract, then the client shall inform the FAL of this in writing together with the capacity request at the latest. The FAL is obliged to provide this special type of animal care only if it has also agreed in writing to render this particular service.
- 3.4 The FAL operates a round-the-clock service (which also includes Sundays and public holidays). Animal handling operations may need to be oriented on the handling times required by customs authorities or by the veterinary border control office maintained by the German State of Hesse.

4. Duties of the client

- 4.1 The client shall ensure that all details and statements provided to the FAL by the client are complete and truthful at all times. The client is liable for all losses that result from the client making incomplete or untruthful statements. The client is not authorised to make any alterations to the forms as provided and issued by the FAL.

The FAL is at all times authorised – but not obliged – to verify the accuracy of details provided about animal species, weight and condition. If such an audit reveals deviations from the particulars given by the client in the pre-notification, then the FAL is entitled to propose changes to the contract. The client must agree to these contractual changes. If the client does not agree to the contractual amendments proposed by the FAL, then the FAL is entitled to rescind the contract without notice and the client shall compensate/pay the FAL for any costs the latter has already incurred. This does not affect the FAL's rights to claim for other expenditure or losses.
- 4.2 The client shall comply with all national and international laws and regulations at all times. In particular, the client shall comply with the IATA Live Animals Regulations.
- 4.3 The client shall hand over the animal to the FAL in a condition suitable for conveyance and in good health (free of any infectious diseases and in a state of health complying with EU regulatory frameworks). The FAL will check and verify the suitability of animals for conveyance.
- 4.4 If the client fails to comply with their obligations pursuant to 4.3, the client shall be liable for resulting losses and lost profits.
- 4.5 Except in the case of an order issued by an official veterinarian or customs authority, or in the case of a legal provision requiring urgent action, the FAL is not obliged to accept animals that exhibit visible injuries, are not in a fit state for

conveyance, or are not approved as air freight or for storage/accommodation or import according to the respective and applicable national or international regulations or the IATA Live Animals Regulations ('prohibited animal(s)').

- 4.6 If, after accepting an animal, the FAL determines that it is not in a fit state for conveyance or is in fact a prohibited animal, then the FAL is entitled to rescind the contract without notice. In the event of such a rescission, the client shall compensate the FAL for any costs already incurred. Upon rescission of the contract, the client shall pick up the animal without delay and take it into their custody once again. This does not affect the FAL's rights to claim for other expenditure or losses.
- 4.7 Animals that are to be accepted into the FAL must be accompanied by medical documentation. The FAL is obliged to verify neither the presence nor the content of this medical documentation.
- 4.8 If the client does not fulfil their duties of cooperation as stated in this section, or fulfils them unsatisfactorily, then the client shall compensate the FAL for the losses incurred, including any additional expenditure thereby incurred.
- 4.9 In cases where the animal(s) is/are delivered on freight pallets that contain other freight, the client shall pick up these freight pallets from the FAL without delay. If the client fails to do so, then the FAL can demand a fee as per its schedule of fees.
- 4.10 The client shall provide the FAL with opened stalls, cages or containers (ready-for-use). The FAL is not obliged to render performance in the case of stalls, cages or containers that have not been opened. If the FAL nonetheless renders performance, then a fee will be charged as per the schedule of fees.
- 4.11 Stalls or cages that are delivered to the FAL for cleaning/disinfection must be provided in an opened state. If the client fails to do so, then the FAL may choose to refuse performance. If the FAL nonetheless renders performance, then a fee will be charged as per the schedule of fees.
- 4.12 The client shall clearly specify the filing location for accompanying documentation in the pre-notification. If the client fails to do so, a fee will be charged as per the schedule of fees for the additional effort to locate such documents.

5. Accommodation for animals

- 5.1 Animals are handed over for pickup after prior accommodation only once the storage request has been stamped and signed, once a release has been obtained from the customs and veterinary authorities, and on payment of the fee as per the schedule of fees. If the person making the pickup fails to pay all of the fees incurred when picking up the animal, then the client shall be liable for these unpaid fees.
- 5.2 Written consent must be obtained from the FAL before poisonous animals can be accommodated. A 'poisonous animal' is an animal whose toxins can cause significant injury or death to humans or other animals.

6. Fees, terms of payment

- 6.1 The FAL charges a handling fee for the services that it agrees to perform for the client. A list of the fees to be charged in each case forms part of these T&Cs and is also posted up in the FAL itself. Additional costs incurred by the FAL for special treatment agreed with the client pursuant to 3.3 are borne by the latter.
- 6.2 The handling fee, inclusive of applicable sales tax, becomes due immediately on receipt of the invoice and no later than 14 days after the invoice issue date.
- 6.3 If the client falls into arrears, then statutory provisions on payment of late payment interest apply. This does not affect the FAL's rights to assert other claims on account of late payment. If the client is a merchant/an undertaking, then the FAL is also entitled to late payment compensation of 0.3 percent of the handling fee for each day the payment is late.
- 6.4 If the FAL has incurred expenditure for the purposes of contractual fulfilment that it considered necessary in the circumstances, then the client shall reimburse FAL for this expenditure. The FAL may claim for reimbursement only insofar as the expenditure being claimed for has not yet been recompensed by the handling fee as contractually agreed to by the parties.

7. Force majeure

- 7.1 If unusual events outside the control of either contractual party – such as war, unrest, strikes/lockouts, natural disasters, fire, epidemics, pandemics, measures taken by governments or similar circumstances – make it impossible for obligations to be fulfilled, fulfilled in good time or fulfilled according to the contract by the contractual parties, then the affected contractual party is exempted from performance and the other party exempted from rendering compensation for this performance in accordance with the scope and duration of this event. The parties shall inform each other without delay concerning events involving force majeure.
- 7.2 If events involving force majeure persist beyond a period of 14 days, then the parties to the contract are entitled to terminate the contract. This also applies if it already becomes clear earlier that the events involving force majeure will persist for more than 14 days. Any costs already incurred are to be reimbursed. Termination due to force majeure means that the parties to the contract are not entitled to claim for compensation beyond these costs.

8. Limitation periods

If the client is a merchant/an undertaking, then the period of limitation for their warranty rights is set at one year after the start of the legal limitation period. This does not affect the period of limitation for rights to claim compensation as a result of wilful intent, gross negligence or culpable conduct that results in injury to life, limb and health. The general legal periods of limitation apply for clients who are consumers.

9. Liability

- 9.1 The FAL is liable without limitation for injury to life, limb and health resulting from a grossly negligent or wilful neglect of duty on the part of its legal representatives or vicarious agents, and for losses governed by statutory liability pursuant to the German Product Liability Act, and for all losses resulting from wilful or grossly negligent breaches of contract or fraudulent conduct on the part of its legal representatives or vicarious agents.
- 9.2 The FAL is also liable for losses caused by ordinary negligence insofar as this negligence concerns breaches of those contractual obligations whose fulfilment is necessary to facilitate the due performance of the contract in the first place and whose fulfilment would be habitually expected by the other party to the contract. However, the FAL is liable only to the extent that such losses are typically associated with and foreseeable in relation to the contract. The FAL is not otherwise liable for non-material contractual obligations that result from ordinary negligence.
- 9.3 The FAL accepts no further liability, regardless of the legal basis of such claims as may be asserted against it. This applies in particular to any potential liability for the failure of business ventures, lost profits, indirect losses, consequential losses and claims asserted by third parties.
- 9.4 Limitations of liability pursuant to 9.2 and 9.3 also apply in cases involving the liability of legal representatives and other vicarious agents.
- 9.5 In cases where the FAL's liability is excluded or limited in some way, this also applies to the personal liability of its salaried and non-salaried employees, staff, representatives and vicarious agents.

10. Indemnification

The client shall indemnify the FAL against any customs penalties and/or subsequent tax demands made for transporting the animals as freight. This does not apply in cases where the penalty and/or tax demand is attributable to grossly negligent or wilful conduct on the part of the FAL or its legal representatives or its vicarious agents.

11. Final provisions

- 11.1 Even in cases where notices of defects or counter-claims can be asserted, the client is entitled to offset claims only if these counter-claims have been recognised as legally binding, accepted by the FAL or are indisputable. The client is entitled to claim under retention of title only if the client's counter-claim is based on the same contractual relationship.
- 11.2 If the client is a merchant, a legal entity under public law or a special fund under public law, then the place of performance and sole place of jurisdiction for all disputes arising between the FAL and the client in relation to contracts concluded between the parties is the registered place of business of Lufthansa Cargo AG. This also applies if the client has no general place of jurisdiction in Germany or the EU, or their place of domicile or habitual place of residence is unknown at the time that the lawsuit is filed. The FAL is further entitled to sue the client at the client's place of jurisdiction. The legal places of jurisdiction apply in the case of private clients.
- 11.3 This contract and all legal relationships between the parties are subject without exception to the law of the Federal Republic of Germany with the exclusion of private international law. This choice-of-law provision applies to consumers only insofar as it does not limit any mandatory legal provisions of the country in which this individual is domiciled or has their habitual place of residence.
- 11.4 Should individual provisions of these T&Cs or the contract prove to be invalid, this does not affect the validity of the remaining provisions. If the client is a consumer, then statutory provisions will take the place of the partially or wholly invalid provisions. If the client is an undertaking, then the partially or wholly invalid provisions are to be replaced by a provision that most nearly approximates the outcome of the invalid provision in a business context.

II. Contractual performance for air freight forwarders

If the client is an air freight forwarder, the following provisions apply in addition to the provisions in section I:

1. Acceptance from the client

On accepting the animals, the FAL will verify their condition in accordance with the IATA Live Animals Regulations Standards and will notify the client of any irregularities without delay.

2. Provisioning for pickup

- 2.1 The provisioning of the animals for pickup will be performed on behalf of and at the expense of the air freight forwarder, insofar as a customs and official veterinary release have been obtained, and any costs and fees levied have been paid.
- 2.2 The FAL does not act vis-à-vis the air freight forwarder as a recipient of the animal in terms of conveyance law.
- 2.3 All extant and future payment claims of the air freight forwarder against the recipient due to performance from FAL are assigned to the latter. The FAL accepts this assignment. In the event of non-performance of payment, the FAL is entitled to refuse to provision the animal for pickup.
- 2.4 The FAL will provision the animals for pickup only on presentation of a receipt confirming payment of the fees.
- 2.5 The air freight forwarder shall ensure that the animals are picked up by the recipient without delay. If this is not the case, then the animals will be held at the expense of the air freight forwarder for a period no longer than ten days. IATA TACT applies in this case.
- 2.6 If the animals are not picked up by the recipient during this ten-day period, then articles 2.8.1 and 2.8.2 of IATA TACT will be applied.
- 2.7 In the case of an animal imported from a third country outside the European Union, the animal will be handed over only after the examination and release of the animal by an official veterinarian. The pickup person shall bear the costs incurred.
- 2.8 In the event of problems with the condition of an animal or cases requiring the involvement of a practising veterinarian, the costs of treatment/examination are to be borne as follows:
 - a. Outbound delivery Frankfurt: Pickup person bears costs
 - b. Transit shipments to FAL transit: Shipper bears costs
 - c. Inbound delivery Frankfurt: Inbound shipper bears costsIf the FAL or its affiliated companies are responsible for causing the problematic condition, then the FAL will bear the costs.

3. Provisions for liability applicable to this section

The FAL's liability for loss, damage and delay affecting air freight is limited to the total sum for which the client is liable as an air freight forwarder vis-à-vis its counterparty on the terms of the air freight forwarding contract. Any agreements between the client and its customers that envisage an extension to liability are therefore inapplicable unless some other provision has been explicitly agreed with the FAL.

III. Contractual performance for air freight forwarders

If the freight is being conveyed by Lufthansa Cargo AG as the air freight forwarder, the following special provisions in this section III apply in addition to the provisions in section I.

1. Acceptance from the client

Section II.1 applies mutatis mutandis.

2. Provisioning for pickup

Section II.0 applies mutatis mutandis.

3. Provisions for liability, place of jurisdiction and applicable law applicable to this section

Liability for loss, damage and delay affecting air freight is primarily determined on the basis of the underlying international conventions (e.g. Warsaw Convention, Montreal Convention) applicable to the respective air freight shipment. Insofar as not otherwise specified by the applicable convention, liability provisions otherwise apply from the "General Terms and Conditions for Conveying Freight" of Lufthansa Cargo AG as in effect at any given time, including the limitations of liability stated therein.