

# General Conditions of Business for the Transportation in the area Air & Sea Logistics (GCs Air & Sea Logistics)

In any case the customer has to specify in its order the name and the value of the goods. If no value is stated, the value shall be deemed to be at least EUR 10,000.

## 5. Miscellaneous

### 5.1 Air carriage

Selection of flight times and the airline shall be a matter for us. The volume ratio shall apply on the basis 1:6. This means that 1 m<sup>3</sup> corresponds to 167 kg of freight-liable weight. Costs that were not included in the offer and that were incurred by third parties only after the start of realisation in the course of the transport which cannot be influenced by JET SPEED must be passed on as incurred.

Based on legal requirements (particularly Regulation (EC) No. 300/2008) it might be necessary in individual cases to complete additional security checks by JET SPEED or third parties before the dispatching of the customers goods – e.g. by manual control or visual inspection. By placing the transport order with JET SPEED the customer thereby also gives his explicit permission to any of such measures, so that the obtaining of a separate approval by the customer shall not be required. In this case the liability of JET SPEED for any damages caused by JET SPEED employees shall be limited to acts of willfull misconduct or gross negligence to be proven by the customer.

### 5.2 Marine freight

The marine freights stated represent a selection of shipping lines and their current transit times. We reserve the right to take further shipping lines into account to the extent that the aforementioned time frameworks and rate levels are not exceeded. All subsidiary fees/surcharges in marine freight are based on those at the time of the production of the quotation. Calculation shall be done at the surcharges applicable on the day of shipping (v.a.t.o.s.). Surcharges introduced by the shipping line and not stated here shall be charged to you as incurred.

Terms and conditions for validity of the rates are the existence of sufficient empty equipment in the loading port or sufficient space on the ship and the stated volume p.a.. We presuppose that you commission us with the complete handling as quoted. If you only make use of us in part areas, this quotation shall not be binding. If not stated to the contrary, all the prices shall only be valid for standard equipment.

Return of the empty container in the container depot of the country of consignment shall be by instruction of the shipping line at the freight payer's expense. The containers shall be returned swept out and free of smells.

Loose parcels loaded by marine freight shall be delivered to the consignee in an unchanged condition. If specific treatment of the units (e.g. palleting) in the port of receipt is required, this shall only be done against express, written commission by the freight payer.

In order to enable unproblematic handling, we require not only a packing list and a trade invoice, but also 1/3 endorsed original bill of lading by post 5 working days before the arrival of the marine vessel in the port of unloading. Any demurrage, detention, quay storage fees and all unforeseeable costs incurred have not been included in this quotation and shall be charged to you as incurred according to the subsidiary fee tariff to the extent not caused by JET SPEED.

### 5.3 Priority Service FCL

The "Priority Service FCL" provided by JET SPEED solely includes the pure procurement of the ocean carrier's product with regard to a preferred handling of the shipment's loading by the ocean carrier. **In this context JET SPEED is explicitly not giving any guarantee, warranty or other confirmation – in particular concerning any transit times; in fact the service of JET SPEED is exclusively limited to the pure procurement of the respective ocean carrier's product** The service depends on the actual availability of the respective product of the selected ocean carrier. The costs of the respective product will be charged to the customer in addition to the agreed freight charges. The liability of JET SPEED is exclusively limited to the selection of the ocean carrier and the data transfer. In case the loadings not carried out by the ocean carrier according to the respective product, JET SPEED will refund to the customer the additional charge of the product to the exclusion of any other claims. At the same time JET SPEED will assign any potential claims against the ocean carrier to the customer. The regulation stipulated in clause 6.4 shall apply accordingly.

### 5.4 Running times

Statements of delivery periods or other information on running time by the client shall not be binding as a matter of principle - even without express challenging on the part of JET SPEED.

## 1. Basis

JET SPEED GmbH and all its affiliated companies and subsidiaries – hereinafter referred to as "JET SPEED" – shall organize their freight services of transporting in the area Air & Sea Logistics considering the requirements of Regulation (EC) Nr. 2580/2001 and Regulation (EC) Nr. 881/2002.

As long as no obligatory legal provisions are applicable, such as for example the Hague-Visby rules, Warsaw Convention, the Montreal Convention or the CMR, then the "General German Freight Forwarding Regulations" (ADSp - Allgemeine Deutschen Spediteurbedingungen) in the most recent edition are deemed to be agreed. The ADSp regulations limit liability to € 5/kg in section 23 ADSp for damage to goods according to §431 German Commercial Code (HGB - Handelsgesetzbuch) for damage which is caused during the freight forwarding process; for multimodal transport including sea transportation liability is limited to 2 SDR/kg as well as in addition per case of damage or loss to €1million or €2 million or 2 SDR/kg, whichever is higher. The parties agree subsidiary, that (1) clause 27 ADSp does neither extend the liability nor the responsibility of the forwarder for agents, servants, employees or crewmembers beyond legal regulations as Art. 507 HGB, Art. 25 MC, Art. 36 CIM, Art. 20, 21 CMNI for the benefit of the principal, (2) the freight forwarder as a sea carrier is only liable for fault of his own part in case of risks provided in Art. 512 paragraph 2 no. 1 HGB such as default in navigation of the ship or fire on board and the freight forwarder as a carrier defined in CMNI is relieved of liability in compliance with the requirements provided in Art. 25 paragraph 2 CMNI such as default in navigation of the ship, fire on board or defects of vessel.

## 2. Transferral of Liability

For JET SPEED the responsibility for the goods begins upon acceptance of the goods into its custody. The driver acknowledges receipt of the amount and character of pieces and their external good condition.

## 3. Payment

Our freight forwarding invoices are to be settled immediately upon receipt according to section 18.1 of the ADSp. Delayed payment sets in at the latest 10 days after receipt of the invoice, without the necessity of a reminder or any other condition. In the event of delayed payment we will charge interest in accordance with legal conditions, which currently lie at 8% p.a. over the valid base lending rate from the European Central Bank.

## 4. Validity of the Agreements

The validity of the offer is stated on the offer document and is based on the relevant valid freights, tariffs and rates. The offer is always subject to changes. The offered prices do not include any tax and are based on the shipment data provided by the customer. In particular in cases of any changes of service requirements, of any shipment data, of any legal and/or fiscal basics (e.g. implementation of road charge) and in case of changes in any external non-influenceable cost factors JET SPEED preserves its right to mutually adjust the prices.

The offer of JET SPEED is based on the valid prices at the time of making the quotation. In case any of the third parties that are appointed by JET SPEED, e.g. ocean carrier / airline, will change their prices after the date of the offer, we will reserve our right to adapt our offered prices accordingly.

The obligations of JET SPEED as stipulated in the contractual agreement are under reserve of the continuous respect of and adherence to the national and international legal requirements or official demands concerning the security and retraceability of the trade and/or the transport chain (especially with respect to the European and American embargo sanctions). The customer expressly affirms that all legal obligations relevant to its business – in particular: foreign trade- and customs-related regulations; all relevant embargoes on goods/countries/persons – are known to it and complied with in full, without restrictions or reservations. In this respect, JET SPEED can assume that all shipments entrusted to it have undergone due verification by the customer.

Liability for compliance with corresponding running times is expressly not assumed. All information on running time shall be understood as ETS (= expected time of shipment) or as ETA (= expected time of arrival). JET SPEED additionally expressly reserves the right to use a means of transport other than that originally stated.

#### 5.5 Value added services (VAS)

Rendering of so-called value added services (services not customary for carriers) shall exclusively be on the basis of a separate written agreement. In cases of doubt and if nothing to the contrary has been expressly agreed, the provisions of the general terms and conditions of logistics-services providers (available at any time under <http://www.jetspeed-logistics.com/>) shall apply for this.

#### 5.6 Freight terms

Delivery terms according to Incoterms (respectively the latest version) are possible for air freight. The delivery term "FCA" is only possible with the specification of the place of departure and/or the airport of departure. In the event of missing or wrong specifications of the location the airport of departure is automatically deemed agreed upon. The delivery term "DAT" is only possible with the specification of the destination airport. In the event of missing or wrong specifications of the location the destination airport is automatically deemed agreed upon. The delivery term "DAP" is only possible with the specification of the place of destination (formerly: "DDU"). In the event of missing and/or wrong specifications of the location the place of destination is automatically deemed as agreed upon.

In the event of missing delivery terms the delivery term "CPT (destination airport)" is automatically deemed as agreed upon.

Delivery terms according to Incoterms (respectively the latest version) are possible for sea freight.

The delivery term "FCA" is only possible with the specification of the place of departure and/or the name and place (=shed) of the FOB-carrier. In the event of missing and/or wrong specifications of the location the place (=shed) of the FOB-carrier is automatically deemed as agreed upon. The delivery term "DAT" is only possible with the specification of the destination port and/or with the statement of an inland terminal. In the event of missing and/or wrong specifications of location the last terminal (inland terminal and/or port terminal) in the chain of transport is automatically deemed agreed upon. The delivery term "DAP" is only possible with the specification of the place of destination (formerly: "DDU"). In the event of missing and/or wrong specification of location the place of destination is automatically deemed agreed upon. In the event of missing delivery terms the delivery term "CFR (destination port)" is automatically deemed as agreed upon.

### 6. Customs Consignments

Consignments intended for a third country must be accompanied by the statutorily required export documents and the import documents required for the importation into the respective third country.

Consignments subject to customs control (e.g. consignment note T1/T2, TIR carnet, ATA carnet, bonded warehouse goods, inward processing goods etc.) can only be accepted with the prior agreement of the relevant JET SPEED branch and subject to compliance with the customs provisions and foreign trade law.

The dispatch of goods, which are subject to specific trade policies and specific requirements indicated by customs and/or foreign trade law, and the dispatch of spirits and regulated goods is only possible following the prior agreement of the relevant JET SPEED branch and subject to the condition that transport is excluded.

The lead times can be longer in the case of customs consignments.

Any activities of an appointed customs agent are carried out on basis of the power of attorney signed by the customer. It is expressly pointed out that in some countries (such as Belgium, Netherlands) the originals of the documents which are necessary for the customs clearance will be kept by the customs agent. JET SPEED is not liable for the return of said documents.

### 7. Miscellaneous

For shipments to countries that require cargo security filing: In case JET SPEED executes the necessary filing to the relevant customs authorities you as our contractual partner have to provide JET SPEED in due time all necessary, correct and complete shipment data. You will indemnify and hold harmless JET SPEED against all claims, penalties, losses or damages arising from delay or any inaccuracy of the given data. The same shall apply in case

JET SPEED will get the respective data not from you but directly from a third party being involved in your order.

The customer has to comply with all applicable legal provisions – in particular inter alia all legal requisites with respect to antitrust and competition law as well as requirements against corruption, fraud or any other criminal actions. In this respect the customer takes notice of the contents of "JET SPEED Code of Conduct" and explicitly ensures to respect all the therein stipulated basic principles. The "JET SPEED Code of Conduct" is available at any time at [www.jetspeed-logistics.com](http://www.jetspeed-logistics.com) or may be provided on request.

The contractual relationship is based exclusively on the national laws and regulations at the place of the respective JET SPEED branch that accepts the order.

Place of jurisdiction and performance shall be agreed as the registered office of the issuing JET SPEED branch insofar as it is a question of merchants.