

General Conditions of Business for the Transportation in the area of European Logistics (GCs European Logistics)

1. Basis upon which Services are rendered

JET-SPEED GmbH and all its affiliated companies and subsidiaries – hereinafter referred to as "JET-SPEED" – shall organize their freight services of transporting of industrial and consumer products by road considering the requirements of Regulation (EC) Nr. 2580/2001 and Regulation (EC) Nr. 881/2002 on the basis of the latest version of the German Forwarders' Standard Terms and Conditions (*Allgemeine Deutsche Spediteurbedingungen, ADSp*) and any regulations which compulsorily apply in the European lorry sector (e.g. the Convention on the Contract for the International Carriage of Goods by Road, "CMR").

Clause 23 of the German Forwarders' Standard Terms and Conditions (*Allgemeine Deutsche Spediteurbedingungen, ADSp*) limits the statutory liability for damage to goods under Paragraph 431 of the German Commercial Code (HGB) to 5 EUR/kg for damage in the custody of a carrier; to 2 SDR/kg in the case of multi-modal transportation including a seaborne transportation and beyond this to EUR 1 million per claim or EUR 2 million per event of loss or 2 SDR/kg, whichever sum is greater. 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.

The ADSp are substituted by the respective national Freight Forwarder's Terms and Conditions in cases of transports by JET-SPEED within other States.

In addition to the respective applicable national laws and regulations as well as the national General Freight Forwarders Standard Terms and Conditions the following product-specific General Conditions of Business for the Transportation in the area of European Logistics shall apply.

2. Scope of Services

JET-SPEED accepts and transports consignments from door-to-door from any place in Europe to any destination in Europe or within all European countries. The same applies to the Maghreb-countries. The JET-SPEED branch will, upon request, tell you the countries covered by our services. The scope of services shall in each case conform to the JET-SPEED product which the customer selects.

The JET-SPEED branch will, if required, tell the customer the respective lead time details of each product and the applicable product most suited to customer and the country / island of destination.

Services which do not fall within the product line offered can only be rendered upon request and with the agreement of the relevant JET-SPEED branch; in particular in cases of delivery to private recipient. Services regarding private customers (C2C-business) shall be generally excluded.

The consignor/recipient must be ready to take delivery during normal local acceptance/delivery times. The prerequisite for the compliance of the agreed delivery time is that there was an exact definition of the time of acceptance of the goods. The recipient must ensure that the consignment is received immediately without delay. The lead time stated assumes normal traffic and weather conditions. Force majeure of any kind (strike, lock-out, governmental obstacles such as security measures of any kind, smog alarm, compliance with statutory/governmental regulations in relation to the price of goods and procurement of the goods) release JET-SPEED from the lead time stated and other services connected with the various products offered. There is no obligation to deliver and forward goods on Sundays and on (state, regional and local) public holidays. Deliveries on Saturdays are only possible with the product "targospeed 10" and only in coordination

with the relevant JET-SPEED branch. The customer must provide information on any delivery restrictions, such as, for example, in areas where there are traffic calming measures or the necessity of a tail-lift.

The lead time stated of the product lines offered or such statements of a JET-SPEED-branch in no case represent a guaranteed delivery time. A possible compensation is in any case limited to three times the amount of the original freight costs.

Dangerous freight, classified in accordance with the Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), is accepted only in accordance with the statutory regulations and the "JET-SPEED-Guidelines on Dangerous Goods". The products "targospeed 10", "targofix" and "fixline" are excluded.

Generally excluded from transport are goods including but not limited to: precious medals, jewels, paper money and other methods of payment, bonds, documents and certificates, personal effects, works of art, antiques, paintings, sculptures, unpacked furniture, living animals and plants, temperature dependent pharmaceuticals, weapons or ammunition of all kind.

The transport of temperature dependant goods is exclusively reserved for the business segment "JET-SPEED Food Logistics".

The instructing party (customer) must notify the respective JET-SPEED Branch of valuable goods or goods likely to be stolen (e.g. pharmaceutical goods, telecommunication or entertainment electronics, hard and software, computer parts, tobacco, spirits etc.) as well as goods with a higher value than 50 Euro per Kg giving advance notice making it possible for the respective JET-SPEED Branch to decide whether to accept these goods and / or to prepare for measures ensuring a safe and damage - free order completion. Frost-sensitive and heat-sensitive goods must be clearly indicated. In case of a missing notice (especially concerning the value of the goods) the additional risk is exclusively on the instructing party.

3. Readiness for Dispatch

The number of parcels, weight, dimensions as well as the country and the exact address of consignee including the post code must be stated in good time. The notification will depend on the respective agreement with the JET-SPEED branch responsible for the customer.

Collections and customer deliveries and the readiness for acceptance of all notified consignments shall be in accordance with the individual agreement with the JET-SPEED branch responsible for the customer.

Any non-compliance with these requirements shall release JET-SPEED from the lead times stated.

4. Packages / Packaging

The consignments handed over to JET-SPEED must be packaged in a manner which is suitable for the contents and for transportation and such that the special nature of the goods and the requirements of groupage freight are adequately taken into account.

As set forth in the respective legal regulations, packing material / packaging are deemed to be a part of the consignment, i.e. the weight of the packaging is to be added to the weight of the consignment. Euro pallets and cage boxes will be exchanged against payment of a charge upon request or in accordance with the countries which participate in the JET-SPEED-pallet exchange system.

Maximum dimensions of the packages: Length up to 240 cm / width up to 180 cm / height up to 220 cm (within UK: 200 cm); In the case of the products "targospeed 10": Length up to 240 cm / width up to 140 cm / height up to 160 cm. Deviating sizes only by appointment. The dimensions must be stated on the forwarding order. The respective JET-SPEED branch will tell customer the minimum weight per m³ and loading metre.

The packages have to be clearly and durably marked by the customer to facilitate their proper handling. The customer has to use and to affix the bar code used by JET-SPEED on the respective shipping unit.

JET-SPEED will accept returns and the customer-specific return of empties only on the basis of an expressly placed forwarding order including the adequate content according to this clause 4.

If, contrary to agreement, mandatory-tracing packaging material is not immediately exchanged at the consignee due to reasons for which JET-SPEED is not responsible for, JET-SPEED reserves the right to hold customer liable for any damages resulting from this.

The customer himself is obliged to check and ensure in advance the possibility of exchange of the used packaging material at the respective place of destination and/or consignee.

In case of the assignment of a service provider for packaging materials the following shall apply:
CUSTOMER – being the contractual partner of JET-SPEED – shall be responsible for the contractual execution of the agreed changing of packaging material at the place of delivery/of departure. In this context the CUSTOMER has to inform JET-SPEED if its nominated consignee/consignor does collaborate with an external service provider for packaging material. In case the CUSTOMER does inform JET-SPEED positively, then JET-SPEED shall be exempt from its duty of changing the packaging material unless the CUSTOMER is confirming a costs absorption in writing for all of the additional costs incurred by JET-SPEED. In case of non information and JET-SPEED will be effectively confronted with a service provider for packaging material by the consignee/consignor, the CUSTOMER will bear and immediately pay all of the additional costs incurred by JET-SPEED. The same shall apply in case there does exist such a partnership between consignee/consignor and a service provider contrary to the information of the CUSTOMER. Irrespectively thereof, JET-SPEED does – in each of such cases and to the exclusion of any claim for damages of CUSTOMER – reserve the right of not changing the mandatory-tracing packaging material.

The CUSTOMER has to guarantee the unobstructed acceptance of the returned packaging materials at the original place of departure.

5. Dispatch Forms

The respective product must be stated in writing or in electronic form on the forwarding order placed with JET-SPEED or on any other kind of order placed. If this condition is not met, the goods will be handled and delivered on basis of the conditions of the product "targoflex" / "classiline". Any special costs which may ensue shall be borne by the customer.

Incomplete dispatch details release JET-SPEED from the warranty. When dangerous goods are delivered pursuant to Clause 2, the forwarding order must contain the details prescribed by the relevant legal regulations and the required classification. In addition the requisite transport emergency card specific to the material concerned must be enclosed (country of departure, transit-countries, country of receipt).

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.

7. Rules governing Freight and Charges

Orders shall be placed by means of a forwarding order or electronic data transfer to JET-SPEED in compliance with Clause 5. Exclusive modes of freight payment are "carriage paid", "carriage forward" and "carriage paid to frontier". If the mode of freight payment is not stated or in case of differing declaration, the mode of freight payment "carriage paid" shall automatically be deemed to be agreed.

Any changes to the mode of freight payment will only be accepted if timely written notification is given (by the time JET-SPEED's direct custody ends).

The carriage charges from door to door shall be calculated in accordance with the current offer by the JET-SPEED branch. The respective payment modalities must be agreed between JET-SPEED and the customer in accordance with the terms of the order placed.

Invoices are payable immediately following receipt. There shall automatically be deemed to be a default in payment 10 days after the due date at the latest. In the event of any default of payment we shall charge default interest in accordance with the statutory provisions.

If no details are stated, bulky goods shall be charged at the minimum weight as specified by JET-SPEED, see clause 4.

A separate dangerous goods fee shall be charged per consignment for loading dangerous goods.

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.

Cash on delivery is limited to a maximum of EUR 5,000.--. The JET-SPEED branch will tell the countries in which cash on delivery is permitted and inform about the national characteristics in this regard. Unless a different amount is agreed with the respective JET-SPEED Branch due to the increase of administrative effort involved a collective fee of 2 % of the amount collected shall be charged. Any delays in the lead time caused due to the collection of cash on delivery shall release JET-SPEED from the product-specific lead times stated.

Customer has to ask the JET-SPEED branch for any additional charges.

8. Validity

The above mentioned regulations are valid for and applicable to all methods of ordering.

JET-SPEED renders its services in the business segment „European Logistics“ in accordance with the security standards common for this business segment. 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.

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 www.jetspeed-logistics.com) shall apply for this.

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. The place where the JET-SPEED branch which accepts the order has its registered office shall be deemed to be the place of performance and the place of jurisdiction provided the parties concerned are merchants ("Kaufleute").

These terms and conditions shall apply to both parties in the version applicable at the time the order is placed. By placing an order the customer acknowledges the validity of these terms and conditions.

To the extent that the services under Clauses 1 and 2 are rendered using EDI, JET-SPEED's "IT General Conditions" shall apply in addition.