

Terms and Conditions of carriage for the "Global Sky Express" product

1. Introduction

1.1

JET SPEED GmbH and all its affiliated companies and subsidiaries – hereinafter referred to as "JET SPEED" shall assume carriage orders for the GLOBAL SKY EXPRESS product according to the provisions of the following directives.

To the extent that nothing to the contrary results from the present terms of transport, the German Freight Forwarders' Standard Terms and Conditions (ADSp) shall apply to carriage in Germany with the exception of Section 29 ADSp. Section 23 ADSp limits the statutory liability for damage to goods pursuant to § 431 German Commercial Code for damage in carriers' custody to 5 EUR/kg; in multimodal transports, excluding marine transport, to 2 SDR/kg and in addition to the higher of 1 mill. or 2 mill. EUR or 2 SDR/kg per case or incident of damage. 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.

As a matter of principle and to the extent not expressly agreed to the contrary, the regulations of the ADSp shall be replaced by the respective national carriers' terms in the event of carriage services by JET SPEED within other countries (e.g. in Austria the AÖSp with the exception of §§ 39 – 41 AÖSp).

1.2

If the final destination or an intermediate stop is in a country other than that of departure in air transport, the international air carriage conventions can be applicable. (In the sense of these terms, international air carriage convention means (i) the Convention of May 28, 1999, for Unification of certain Rules for international carriage by air (Montreal Convention) or (ii) the Convention for the Unification of certain rules in international carriage by air, signed in Warsaw on October 12, 1929 or (iii) these conventions amended or supplemented by a protocol or a supplementary agreement.

Further, international carriage can be subject to the directives of the Convention on the Contract for the International Carriage of Goods by Road ("CMR") signed in Geneva on May 19, 1956.

The international air carriage conventions and the CMR regulate and limit the liability of the carrier in the event of loss, damage or delay of the goods.

1.3

Consignments can be transported via all intermediate stops which JET SPEED considers suitable. JET SPEED shall be entitled to commission sub-contractors, for which the present terms shall equally be applicable.

1.4

In the present terms, "waybill" shall mean an individual JET SPEED dispatch order/waybill or the goods documented on a dispatch docket under the same date, the same consignee's address and kind of service.

All parcels under one waybill shall be regarded as a single consignment.

2. Scope of service

To the extent that no specific services are agreed, the service provided by JET SPEED shall be limited to collection, transport, customs clearance (if necessary) and delivery of the consignment.

To make the short duration of carriage and the low carriage fees required by the consignor possible, the consignments shall be transported in the course of collective transport. With the selection of the kind of carriage, the consignor accepts that the same care as for an individual carriage cannot be guaranteed due to mass transport (cf. for Germany § 449 sub-section 1 sentence 1 and sub-section 2 sentence 1 German Commercial Code).

A control of the transport route by incoming and outgoing controls at the individual transshipment points within the JET SPEED system and its vicarious agents is not a part of the agreed service.

Taking the kind and value of the goods into account, the consignor should make use of the possibility of having transport insurance concluded via JET SPEED.

3. Limitations of carriage

3.1

JET SPEED does not carry any goods ruled out from transport according to the provisions of the following sub-sections (i) to (iv).

(i)

Parcels may not weigh more than 70 kg or have a length of more than 270 cm or a length and circumference of together more than 330 cm.

(ii)

The value of a parcel may not exceed the equivalent of 50 000 USD in the local currency in question. In addition, the value of jewellery or watches in a parcel may not exceed the equivalent of 500 USD in the local currency in question.

(iii)

Parcels may not contain the following articles ruled out from transport, in particular goods of extraordinarily high value, works of art, antiques, precious stones, stamps, unique articles, gold or silver, money, prepaid cards or negotiable securities (in particular cheques, bills, securities, savings books, share certificates or other securities), goods for military purposes and also hazardous goods.

(iv)

Parcels may not contain goods which could jeopardise man or animals or a means of transport or which could contaminate or damage other goods transported by JET SPEED in any other way or the transport, import or export of which has been banned according to valid law.

The consignor shall be responsible for the correctness and completeness of the information on the waybill and shall ensure that sufficient contact data about the consignor and the consignee of the parcel have been stated on all parcels and that they have been packed, marked and labelled, their contents have been described and classified and the accompanying documents in question have been enclosed in such a way that they are suitable for transport and fulfill the requirements of the tariff tables and valid law.

The consignor declares that it has packed, closed and secured the consignments provided for transport against access by unauthorised parties itself or by third parties commissioned by and known to it until hand-over to JET SPEED.

3.2

Perishable and temperature-sensitive goods shall be accepted for carriage at the consignor's risk. JET SPEED shall not provide any special treatment for such parcels.

3.3

Rejection and cessation of carriage

(i)

If a parcel fails to fulfil one of the above limitations or terms, JET SPEED can reject carriage of the parcel in question (or a consignment to which it belongs) and cease delivery if carriage has already commenced.

(ii)

JET SPEED can also cease carriage if service is not possible at the third attempt, if the consignee rejects acceptance, if JET SPEED cannot implement service due to a faulty address (despite suitable

efforts to find the correct address) or if the correct address is in a different country or if the due amount cannot be collected from the consignee upon delivery.

(iii)

In cessation of carriage, JET SPEED shall at its own discretion be entitled to return to sender.

3.4

The consigner shall be responsible for payment of all costs incurred by such a cessation of carriage, in particular forwarding, disposal, return, storage or administration costs and, if applicable, all customs and taxes. In none of these cases shall transport costs of any kind be reimbursed by JET SPEED.

3.5

Excluded goods may only be handed over by the consigner if a specific written agreement has been made beforehand. If excluded goods are handed over without a prior written specific agreement, the consigner shall be liable for damage caused to such goods, to other parties' goods, means of transport and/or persons and shall hold JET SPEED harmless. JET SPEED shall not be responsible for examining goods with a view to exclusion from carriage.

JET SPEED shall not be liable for loss of or damage to goods handed over for transport in breach of the ban on carriage.

3.6

If the consigner or any other entitled party cannot be determined even after opening and delivery cannot be reasonably expected in any other way, JET SPEED shall be entitled to sell the consignment after the expiry of 6 weeks.

The yield from the sale shall accrue to JET SPEED if it is not proven that it exceeds the expenditure incurred by JET SPEED can destroy goods which cannot be exploited.

3.7

JET SPEED reserves the right to open and to examine consignments within the framework of the legal directives, but shall not be obliged to do so. In the course of the examination, radiography of the consignments with X-rays shall also be possible. This can lead to damage to radiation-sensitive goods, even in proper implementation.

3.8

JET SPEED's obligations resulting from the contractual relationship shall be subject to permanent compliance with and observation of the national and international statutory requirements and sovereign demands with a view to safety and traceability of trade and/or the transport chain (in particular taking the European and American embargo measures into due account). 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.

3.9

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.

4. Interruption of service

JET SPEED shall not be liable for interruptions or disturbances of the services, the cause of which are not in the sole sphere of responsibility of JET SPEED. Examples of this are disturbances of

the transport routes in the air or on land (e.g. due to specific weather conditions), fire, flooding, war, animosities and public

unrests, actions or state or other authorities and industrial disputes and obligations (be it on the part of JET SPEED, its representatives, sub-contractors or third parties).

5. Liability

5.1

To the extent that mandatory national or international law applies, JET SPEED's liability shall be regulated and limited according to the present terms. In international air carriage, the limitations of the Warsaw Convention shall apply, to the extent that the Montreal Convention is not relevant.

5.2

To the extent that provisions according to 5.1 do not apply, liability shall be regulated according to the present terms of carriage. The decisive point shall be the country in which the consignment is handed to JET SPEED for carriage.

In Germany, liability for loss or damage shall be up to a maximum of 510 EUR per consignment or 8.33 SDR for each kilogram, whichever is higher. In Austria and Switzerland, JET SPEED shall be liable for culpability in proven direct damage up to an amount of no more than 130 CHF per consignment in Switzerland and 85 EUR per consignment in Austria or the amount determined according to § 54 AÖSp, whichever is higher.

In part losses or damage, the weight of the devalued part of the consignment shall be used as a basis.

The above limitations of liability incl. exclusion of liability in Section 3.5 shall not apply if the damage is to be put down to action or omission which JET SPEED, its legal representatives or vicarious agents have done deliberately or negligently and in the knowledge that the damage will probably occur.

Notwithstanding the above regulations, the liability in international air carriage is finally limited by Art. 22 of the Montreal Convention. Art. 25 of the Montreal Convention has been ruled out.

5.3

If the party with a claim (or an entity from which it derives its right to a claim) causes or contributes to the origination of the damage, the liability to be assumed by JET SPEED can be reduced or cancelled.

5.4

In dispatch as an insured parcel, the liability limit according to Section 5.2 shall be increased by correct declaration of the value of the consignment and payment of a surcharge on the declared value.

In no case may the values set in sub-section 3.1 (ii) be exceeded. By refraining from a declaration of value or conclusion of transport insurance by JET SPEED, the consigner declares that its interest in the goods does not exceed the basic liability stated in sub-section 5.2.

5.5

To the extent legally admissible, JET SPEED shall not be liable for indirect or consequential damage, e.g. purely economic losses, reduction of profits, loss of business opportunities or losses of turnover as well as expenditure for substitute performance.

JET SPEED's liability for damage by examination of a consignment pursuant to sub-section 3.6 has been ruled out.

JET SPEED shall not be liable for damage or loss if this is to be put down to defects in the packaging used by the consigner and also not for damage to the packaging or loss of the same.

6. Place of jurisdiction

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.