

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

## I. General terms and conditions

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### **Section 1 Applicable law**

1. The activities of Cargogate are subject to the following "General Terms and Conditions of Contract" and German law unless the application of international law is mandatory (in particular the Montreal / Warsaw Convention for the Unification of Certain Rules for International Carriage by Air as amended from time to time). General terms and conditions of the contractual partner do not apply even if Cargogate is aware of such terms and conditions and does not expressly object to them.
2. For the interpretation of these Terms and Conditions, the German version shall prevail.

### **Section 2 Publication**

1. These General Terms and Conditions will be posted as "Cargogate General Terms and Conditions of Business" in all publicly accessible rooms and offices of Cargogate.
2. On request, contractual partners of Cargogate will be provided with a copy of the Terms and Conditions in person or by mail.

### **Section 3 Activities and services of Cargogate**

1. The object of the Company is in particular the handling and storage of goods, mail, etc. at Munich Airport.
2. In addition, Cargogate offers other services, including:
  - document handling for airlines
  - transport of valuables and documents on the airport apron
  - entry of goods in the ALFA customs system
3. Special storage facilities are available for the following special goods:
  - animals
  - valuables
  - human remains
  - radioactive materials
  - goods subject to the IATA Regulations relating to the carriage of restricted articles by air
  - refrigerated and frozen goods.

### **Section 4 Operating and working hours**

Generally Cargogate is open 365 days a year. The detailed opening hours, especially deviations from the standard times, are published on the Cargogate website.

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

## **Section 5 Fees, terms of payment, netting**

1. Cargogate charges the Principal fees for its services on the basis of its list of fees, which is part of the individual agreement.
2. The fees for the services provided are payable immediately. Customers receiving services on credit are granted a 14-day payment deadline unless other contractual agreements exist.
3. In case of late payments, the statutory provisions shall apply.
4. Netting of other amounts against payable fees is possible only in case of undisputed claims or claims no longer contestable. In particular, the netting of payable amounts against unconfirmed claims due to damage of air freight goods is not permitted.

## **Section 6 Placement of orders**

Contracts with Cargogate shall come into effect only when agreed in writing. This also applies to any changes to contracts or ancillary agreements.

## **Section 7 Orders, declarations**

1. Complete and accurate information must be provided in all orders and declarations submitted to Cargogate. Goods as specified in Section 9 [2] must be listed separately. The Principal is liable to Cargogate for any damages resulting from inaccurate or incomplete declarations.
2. Changes to the printed contract form are not permitted. If changes are necessary, a new bill of lading will be issued after inspection of the cargo.
3. Cargogate is authorized, but not required, to check or ascertain - itself or through a third party - whether the weight, type or condition of the goods submitted are as indicated in the order forms submitted. The Principal is liable for the costs if the information proves inaccurate.

## **Section 8 Compliance with regulations**

The Principal shall comply with all legal provisions and regulations applicable to it, in particular customs, tax, airport and police regulations as well as the regulations for transporting hazardous goods by air and road.

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

## **Section 9 Prohibited and special goods; separate storage**

1. Cargogate is not obliged to accept goods that are prohibited from carriage by air or storage under the applicable legal regulations.
2. Cargogate is authorized and required to handle special goods, when such goods are recognizable, as required by the nature of such goods and in accordance with the legal regulations. Special goods include in particular:
  - a. goods subject to the IATA Regulations relating to the carriage of restricted articles by air;
  - b. valuables for which a value is entered in the cargo manifest or that are designated as such [VAL];
  - c. radioactive goods, human remains, live animals, fragile or highly perishable items, refrigerated and frozen goods as well as goods involving special handling difficulties;
  - d. goods with properties that could be harmful to other goods or transport facilities / spaces.
3. The separate storage of valuables pursuant to Section 2 b) above is subject to the separate listing in the cargo manifest or a written order from the Principal..

## **Section 10 Notification obligation**

Cargogate is not required to notify the receiving freight forwarder or the recipient of the arrival of the cargo [import] at Cargogate unless this is expressly agreed or a document handling agreement is in place with the importing airline.

Cargogate does not trace addresses.

## **Section 11 Confidentiality**

Cargogate is not permitted to make information acquired through its work available to third parties with the exception of the information which must be disclosed to public authorities.

## **Section 12 Liability**

1. Unless expressly agreed to the contrary, Cargogate is not liable for loss or damage to accepted goods except in the case of acts committed with intent or recklessly by its employees or agents acting on its behalf.
2. There is no liability for delayed delivery or claims of cargo.
3. Liability is limited to typical and foreseeable damages. In case of the loss of goods or visible damage not noted in the bill of lading issued to the Principal by Cargogate [see Section 14 (2)] or delayed delivery, Cargogate must furnish proof that it is not to blame.

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

4. In case of losses of or damage to goods:
  - in cases in international air transportation within the scope of the Montreal/Warsaw Convention as amended from time to time, under which liability applies only in case of acts committed with intent or recklessly and with the knowledge that damage would probably result, and in which Cargogate's liability exceeds the amount specified in the Warsaw Convention
  - in cases within the scope of the German Air Transportation Act under which liability applies only in case of acts committed with intent or recklessly, and exceeds the amount of 22 SDZ / kg

the air cargo forwarder shall hold harmless and indemnify Cargogate (including its employees and agents) in respect of any liability in the internal dealings of the two parties. Under the same conditions, the air cargo forwarder shall hold harmless and indemnify Cargogate from liability to third parties, provided that Cargogate notifies the air cargo forwarder without delay of claims asserted by third parties. All claims asserted by third parties or court proceedings initiated shall be settled through the air cargo forwarder. In that regard, Cargogate shall provide appropriate support on request.

5. The extent of liability of Cargogate remains unchanged if the party dispatching the goods specifies a delivery value and pays the agreed premium to the cargo forwarder unless Cargogate is notified of the declaration of value when accepting the goods and issues an insurance certificate. The related costs shall be borne by the principal. In this case, Cargogate's liability is limited to the amount of the actual damage, but cannot exceed the declared delivery value.

## **Section 13 Place of jurisdiction**

The place of jurisdiction is the registered domicile of Cargogate.

## II. Acceptance, storage and delivery of air cargo under an air transportation agreement

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### **INBOUND**

#### **Section 14 Accepting air cargo**

1. Arriving air cargo intended for delivery or other processing in Munich is accepted by the air cargo forwarder on request. A request is regarded to be the submission of the manifest or other appropriate document.
2. Cargogate issues a receipt to acknowledge the acceptance of the air cargo goods. When accepting incoming goods, Cargogate inspects them only for visible defects. The result is noted on the receipt. A bill of lading is issued for each shipment.
3. Cargogate is authorized to refuse to accept delivery of the air cargo until the manifest documents or other appropriate documents are properly submitted by the air cargo forwarder.
4. Any special treatment for air cargo goods must be requested by the air cargo carrier in writing unless the need for special treatment is obvious or is indicated in the manifest [e.g. RRR].

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

5. Air cargo is generally handled in the order of arrival at the Cargogate operational facilities.
6. There is no obligation to comply with any specific deadlines.

## **Section 15 Delivery**

1. Specific air cargo goods are delivered to the recipient on request. A separate delivery request is required for each shipment unless the delivery is made on the basis of a separate self-service agreement.
2. Delivery is requested by presenting the bill of lading. In case of loss, the recipient can request a replacement copy of the bill of lading (subject to a fee) on submission of an original bill of lading. In this case, Cargogate is authorized to deliver the goods in exchange for either the original bill of lading or the replacement copy.
3. In case of goods required to clear customs (non-EU goods), delivery of the goods is subject to prior customs clearance.
4. The delivery of the goods takes place during the operating / working hours of Cargogate (Section 4) at a location designated by it. Deliveries after 7 p.m. are subject to a special fee.

## **Section 16 Claim period**

The air cargo goods can be claimed free of charge according to the actual tariff list. If the goods are not claimed within this period, they are stored at Cargogate by order of the cargo forwarder "at the recipient's expense". The resulting storage costs are charged to the recipient at delivery.

## **Section 17 Unclaimed air cargo**

1. In case a refusal by the recipient to claim goods, or goods that are not claimed within 20 days through no fault of Cargogate, and cannot otherwise be delivered, Cargogate is authorized, after prior notification of the air cargo forwarder / principal, to store the goods at another location and invoice the resulting costs.
2. In case of goods required to clear customs (non-EU goods) for which the customs application (customs declaration) is not filed within the 20-day application deadline, Cargogate is authorized to apply to the Customs Office for a 20-day deadline extension before the deadline expires. The resulting costs will be charged to the air cargo forwarder / principal.

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

3. Cargogate is authorized to make the following goods available to the air cargo forwarder / principal and invoice the related storage costs, or, after the expiry of a deadline set in a written notification, destroy the goods or arrange for other treatment thereof pursuant to customs regulations, also with the resulting costs invoiced:
  - a. goods not claimed within 40 days of placement in the administrative storage facility of Cargogate;
  - b. spoiled goods and goods exposed to impending spoilage in case of continued storage.

## **Section 18 Completing customs formalities**

Cargogate is not obliged to pay duty on the air cargo goods on behalf of the principal or complete other customs formalities unless there is an explicit contractual agreement to perform these tasks. If Cargogate is obliged to pay duty on the air cargo goods under statutory regulations, the resulting fees and costs will be charged to the principal.

## **Section 19 Reporting damage**

1. In case of acceptance of the goods without reservation, it is assumed subject to proof to the contrary that the goods were delivered without defects and in accordance with the bill of lading.
2. Liability claims in case of damages must be asserted with the respective air cargo forwarder within the deadlines specified in the terms and conditions of carriage.
3. Before acceptance by the recipient, Cargogate will, at the recipient's request and expense, conduct an examination to identify damage or impairments to the goods.

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

III. Acceptance, storage and dispatch of air cargo under an air transportation agreement

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## OUTBOUND

### **Section 20 Accepting air cargo**

1. "Ready for carriage" cargo intended for carriage by air is accepted at the request of the principal.
2. Cargogate provides a receipt for the air cargo goods. On receipt of the goods, a count of the items and a visual damage check are carried out. Damaged shipments and those that are obviously not properly packed for transport will be rejected.
3. Cargogate may refuse to accept intended air transport goods for which it lacks appropriate storage facilities.
4. Deliveries from senders unknown to Cargogate or freight forwarders who have not signed a security declaration or from private individuals are subject to inspection in the simulation chamber. The resulting costs must be borne by the principal. All costs associated with security inspections ordered by the German Aviation Authority [LBA] or an airline shall be borne by the airline concerned.
5. In all other respects, the provisions of Section 14 [4] and [5] shall apply accordingly.

### **Section 21 Temporary storage and handover**

1. The stored air cargo goods are prepared for transport by Cargogate and combined for a flight as per the instructions of the air cargo forwarder.
2. The goods are handed over punctually to the FMG ground handling service. The handover is carried out without formalities by placing the goods on FMG transport devices, each provided with a tag indicating the airline/flight/date/DEST and measured weight.

### **Section 22 Acceptance period**

The stored air cargo goods should be transported within 72 h after they are accepted. If the goods are not transported within this period, they are stored at Cargogate by order and at the expense of the cargo forwarder according to the actual tariff list.

# / General Terms & Conditions

of Cargogate Munich Airport GmbH for the provision of Cargo Services

## IV. Transport of valuables on the airport apron

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### **Section 23 Activities and services**

1. With a supplementary written agreement in addition to any existing handling agreements, the parties can arrange for the transport of valuables on the airport apron.
2. When accepting shipments of valuables for import, the air cargo forwarder must notify Cargogate of the shipment in writing at least 60 minutes prior to arrival.  
After a count and/or visual damage check of the shipment at the aircraft, Cargogate transports the valuable goods from the aircraft to the strong room. In case of missing items, damage, etc., a damage report is prepared by Cargogate.

Cargogate handles the transport to the aircraft and monitors the subsequent loading operation or hands over the valuable goods to the flight crew, who sign a receipt.

## V. Final provision

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### **Section 24 Severability clause**

If provisions of the contract with the Customer, including these General Terms and Conditions, prove entirely or partially invalid, this shall have no effect on the validity of the remaining provisions. The invalid or partially invalid provision shall be replaced by a provision that corresponds as closely as possible to the intended economic effect.