



General terms and conditions for the purchase of logistic services for Lufthansa Technik Logistik GmbH and Lufthansa Technik Logistik Services GmbH (27 April 2023)

1. Scope

1.1. Transport, forwarding business and storage

These general terms and conditions for the purchase of logistic services apply to all transport, forwarding and storage contracts concluded by Lufthansa Technik Logistik Services GmbH or Lufthansa Technik Logistik GmbH (hereinafter each LTLS) with the Logistics Service Provider.

1.2. Exclusion of the T&C's of the Logistics Service Provider and ADSp

General terms and conditions of the Logistics Service Provider and the ADSp (any version) shall not become part of the contract, irrespective of whether they contain deviating or supplementary provisions. The general terms and conditions for purchase of logistics services also apply if LTLS concludes the contract without further reservation in the knowledge of conflicting or deviating terms and conditions of the Service Provider. Mandatory legal provisions shall remain unaffected by these general terms and conditions for the purchase of logistics services.

2. Conclusion of Contract

Offers or order confirmations of LTLS shall be deemed binding at the earliest upon their submission or confirmation in text form.

3. Remuneration

3.1. Amount of remuneration

The remuneration of the Logistics Service Provider shall be determined in the individual contract and shall include all foreseeable and usual costs, expenses, surcharges, etc. The statutory sales tax applicable in each case shall be added. The Logistics Service Provider can only invoice any excessive, unavoidable expenses if LTLS has been informed in advance and has given its consent in text form.

3.2. Invoicing; Payments

The invoice of the Logistics Service Provider shall list the individual remuneration parts and indicate which activity the amount is to be invoiced for. Likewise, the applicable statutory value-added tax and, where applicable, additional tax to be offset must be stated separately and clearly. The original of the invoice must be sent by e-mail to the following addresses and by using the following VAT number:

**Lufthansa Technik Logistik Services GmbH
Weg beim Jäger 193**

22335 Hamburg

VAT Number: DE258911832

E-Mail: ltls@de.invoice.lufthansagroup.com

Each invoice has to be sent by separate e-mail.

If and to the extent that there are no objections to the invoice and insofar as no other payment terms have been agreed upon, LTLS will transfer the amount indicated by the invoice to the account named in the invoice within 45 days after the invoice has been received.

4. General contractual obligations of the Logistics Service Provider

Irrespective of whether the Logistics Service Provider has been instructed with a transport, forwarding or storage contract, the Logistics Service Provider must also fulfill the following obligations:

4.1. Compliance with legal requirements

The Logistics Service Provider is obliged to observe and comply with all applicable legal regulations in the execution of the contract and assures that all necessary permits, authorizations or other official requirements for the execution of the contract are available.

4.2. Compliance with minimum wage regulations

The Logistics Service Provider undertakes to comply with minimum wage regulations and regulations on minimum conditions at the workplace and confirms this in text form at the request of LTLS. The Logistics Service Provider shall indemnify and hold LTLS harmless from its liability for the minimum wage if the Logistics Service Provider or a subcontractor employed under the transportation contract with LTLS does not pay employees the statutory minimum wage and LTLS is held liable.

4.3. Commissioning of subcontractors

In the event that the Logistics Service Provider uses a subcontractor, he shall select the subcontractor carefully and oblige him to comply with and control the obligations mentioned in section 4.

4.3.1. Transport

The Logistics Service Provider may only engage subcontractors to carry out engine transports or to carry out deliveries within the secure supply chain if he has obtained the prior consent of LTLS in writing. In all other cases of transportation services, information of the engagement of a subcontractor to LTLS is sufficient.

The Logistics Service Provider shall ensure that the engaged subcontractors comply with the obligations arising out of the contractual relationship between LTLS and the Logistics Service Provider congruently. Should the subcontractor violate these obligations, LTLS is entitled to immediately revoke the consent given to the Logistics Service Provider or to object to the further use of the subcontractor respectively.

The engagement of a sub-subcontractor is forbidden. The Logistics Service Provider shall inform the subcontractor about this prohibition and shall ensure its compliance. The engagement of a subcontractor does



not affect the contractual obligations of the Logistics Service Provider against LTLS.

4.3.2. Warehousing

The Logistics Service Provider is prohibited from engaging subcontractors to perform warehousing services.

4.4. Documents

Unless agreed otherwise, the Logistics Service Provider shall in principle procure the necessary documents, e.g. special permits and accompanying documents, for the execution of the contract. However, LTLS is obliged to assist the Logistics Service Provider in obtaining the afore-mentioned documents or permits insofar as the documents or permits cannot be obtained by the Logistics Service Provider alone.

If the Logistics Service Provider takes over the goods to be transported directly from LTLS, LTLS will issue a consignment note.

Upon delivery of the goods, the Logistics Service Provider shall make available all documents and information relevant for LTLS, insofar as this is possible for him and the relevance of the documents and information was recognisable to him. This applies in particular to documents and information that are required for official handling of the goods (e.g. customs clearance).

4.5. Interface controls

The Logistics Service Provider is obliged to inspect the goods at interfaces for their condition and completeness as well as the integrity of seals and closures and to document irregularities and to issue this documentation to LTLS.

An interface is any point of transfer of goods from one legal entity to another, the takeover at each section of the transportation chain as well as the delivery at the end of each section of the transportation chain.

4.6 Dangerous goods shipment

When handling dangerous goods, the Logistics Service Provider shall comply with the following requirements: IATA Dangerous Goods Regulation ("DGR"), European Agreement on the International Carriage of Dangerous Goods by Road ("ADR"), International Convention on Safety of Life at Sea ("SOLAS"), the Convention for the Prevention of Pollution from Ships ("MARPOL") and the International Maritime Code for Dangerous Goods ("IMDG Code"). LTLS authorizes the Logistics Service Provider to prepare the necessary documentation on behalf of LTLS or LTLS' customers. In this case, LTLS shall issue a corresponding separate power of attorney to the Service Provider.

4.7 High value

The Logistics Service Provider is aware of the very high value of the transferred goods, the value of which regularly exceeds ten times the legal liability. The Logistics Service Provider shall be obliged to provide adequate safety precautions which prevent damage and loss.

5. Special contractual obligations of the Logistics Service Provider

5.1. Transport

If the Logistics Service Provider is commissioned with a transport, he must observe the following regulations of this section 5.1.

5.1.1 Road Haulage License, Personal

If required for the execution of the contract (in particular in the case of transport within the scope of EU Regulation 1072/2009), the Logistics Service Provider must hold a valid road haulage licence and has to ensure that during the performance of the Services the personnel will at all times have (i) a valid driver's license suitable for the operation of the vehicle used for the performance of the Services, (ii) a valid identity card, passport or passport substitute issued by the competent authority and (iii) in the case of driving personnel who are not nationals of a Member State of the EU, a valid residence permit, visa, toleration, work permit entitling the personnel to perform the employment or a valid driver's certificate issued by a domestic authority in accordance with Art. 5 EU Regulation 1072/2009; the Logistics Service Provider expressly instructs its personnel to hand over the afore-mentioned documents upon request to persons authorized to inspect them, including the competent authorities and LTLS. Upon request, the Logistics Service Provider must prove that the applicable tax regulations have been complied with (tax clearance certificate).

5.1.2 Execution of the Transport

The Logistics Service Provider shall load, store, fasten and unload the goods to be transported and / or operated safely and shall ensure that he has sufficient load securing means (tensioning straps, edge protectors, etc.) to perform these activities. He also secures that the used truck is in a technically perfect condition and is suitable for the safe transport of the agreed type of goods. The loading area of the truck used must be dry, clean and odorless. Unless otherwise agreed, extra loads and transshipments are absolutely prohibited when transporting engines, secure air cargo and when making secure airport deliveries.

The Logistics Service Provider shall have an increased duty of inspection with regard to the packaging and labeling of the goods and shall undertake an in-depth inspection of the goods before takeover. The Logistics Service Provider must inform LTLS immediately of recognizable packaging deficiencies and insufficient identification of the consignments as well as obviously incorrect or incomplete information in the freight documents, in particular quantity, weight and size deviations.

An air-sprung truck with an air-sprung trailer is to be used for engine transports. If transportation is interrupted, the truck must be parked in a guarded parking area (minimum requirements: fenced and enclosed area with security personnel and video surveillance). If the Logistics Service Provider wishes to visit an unattended parking lot, this must be approved by LTLS in text form.



The Logistics Service Provider shall provide LTLS with all proofs of delivery forthwith after delivery.

5.1.3 Customs clearance

The duties of the Logistics Service Provider shall include the customs handling of the good, provided that this is separately contracted in text form. The Logistics Service Provider is aware of the fact that LTLS has an authorization as an Authorized Economic Operator (AEO).

The Logistics Service Provider hereby declares that:

Goods produced, stored, transported, delivered to LTLS or taken over by LTLS on its behalf as AEO, are

- stored or loaded at secure workshops and secure transshipment sites
- are protected against unauthorized access during storage, loading and transport
- the personnel inserted for the storage, transport and take-over of such goods or other activities connected with the goods are reliable
- Business partners acting on behalf of the Logistics Service Provider are informed that they must take the above measures to secure the supply chain.

5.1.4 Export control

The Logistics Service Provider confirms that he will comply with all applicable national and international export control laws, including, but not limited to, the applicable US Export Control Regulations (EAR), 15 CFR Parts 730-774, the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130, and, the European Union Regulations (such as the Embargos and the Dual Use Regulation 428/2009) and the provisions of other applicable national laws and regulations.

5.2. Forwarding business

If the Logistics Service Provider acts as a freight forwarder, he shall ensure when the transport is performed that the obligations according to section 5.1. are fulfilled and he has also the duty to organize the transport in such a way that the interest of LTLS as a customer and client is respected at all times.

5.3. Storage

The storage of the goods shall only take place at the storage location specified in the individual order. In the absence of information relevant to the storage or if such information is obviously incorrect, the Logistics Service Provider must draw LTLS' attention to this fact and ask LTLS to inform him about the properties of the goods to be taken into account for storage.

The storage location must ensure the necessary temperature and humidity for the stored material and protect it from weather influences.

The storage location must be secured in such a way that the access of unauthorized third parties is excluded. The goods of LTLS must be stored separately from the goods of third parties. In the case of storage, the Logistics Service Provider shall carry out a check on condition and on completeness with regard to the number of individual items specified in the individual

order and to document the unloading of the delivery means.

When the Logistics Service Provider is releasing the goods from the stock, the condition of the goods must be documented. In addition, the Logistics Service Provider shall ensure that the goods are picked up and transported in a safe manner.

6. Liability

6.1. Liability of the Logistics Service Provider

The Logistics Service Provider shall be liable in accordance with the applicable statutory provisions. The service Provider shall indemnify and hold harmless LTLS and LTLS' employees from any claims of any third parties which may be caused by the contract.

6.2. Liability of LTLS

The strict liability of LTLS in accordance with Section 414 (1) of the German Commercial Code (HGB) is limited to an amount of € 100,000.00, unless LTLS has caused the loss intentionally or reckless and with the knowledge that a loss is likely to occur.

Other claims for damages against LTLS or LTLS' vicarious agents shall be excluded in case of violation of non-contractual obligations. The liability of LTLS for the violation of contractual obligations is limited to the contract-typical and foreseeable damage. These exclusions of liability, as described in section 6.2 do not apply for any other claims for damages of the Logistics Service Provider against LTLS or LTLS' vicarious agents in the event of willful misconduct or grossly negligent damage or injury to life, body or health.

7. Insurance

The Logistics Service Provider is obliged to provide an insurance which fully covers his liability arising from the contractual relationship with LTLS. This Insurance cover must be based on the German usual insurance conditions and an insurance sum of at least EUR 2.5 million. The Logistics Service Provider shall provide LTLS with a copy of the insurance policy upon request for proof of insurance cover. In the case of authorized subcontracting, the Logistics Service Provider must ensure the subcontractors' insurance cover in the same way.

8. Right of retention

The Logistics Service Provider is entitled to exercise a right of retention insofar as his counterclaim is legally established or undisputed. Otherwise, a right of retention of the Logistics Service Provider on the goods handed over to him is excluded.

9. Lien

In case of the goods delivered by LTLS for carriage, the Logistics Service Provider has no lien, if its counterclaim is not undisputed or has not been finally decided by a court of competent jurisdiction.

The Logistics Service Provider shall not be entitled to apply a lien for claims originating out of from other contracts concluded with LTLS. The Logistics Service Provider is expressly informed that LTLS is not the owner of the respective good.



In the event of an exercised lien by the Logistics Service Provider in respect of goods held in his possession for claims relating to these goods, LTLS shall be entitled to replace the lien by providing a written, irrevocable, unconditional and indefinite guarantee from a credit institution authorized to operate in Germany in the amount of the claim asserted by the Logistics Service Provider.

10. Offset

LTLS is entitled to set off against claims of the Logistics Service Provider by means of its own, but also by claims of other companies controlled directly or indirectly by Deutsche Lufthansa Aktiengesellschaft.

The Logistics Service Provider shall be entitled to set off against claims of the LTLS with legally binding or undisputed claims.

11. Confidentiality

The contracting parties undertake to keep the information and / or surrendered documents communicated by the other party secretly and to take all necessary measures to prevent them from being made accessible or otherwise disclosed to any third parties.

This does not apply in case that the parties are obliged to do so by law or by the authorities or have obtained the prior written consent of the other contracting party. This also applies to all information, business secrets and data obtained in the relation to this agreement. The Logistics Service Provider may, in so far as his services are operated under this contract, provide third parties with the information required for this purpose. The obligation of confidentiality extends beyond the end of the respective contract and is only limited by the written consent of the other party, by law or by the authorities.

12. Protection Against Competition

The Logistics Service Provider is obliged to exercise competition protection in respect of LTLS customers. During the term of the contract and for a period of 12 (twelve) months after its termination or expiration, the Logistics Service Provider shall not enter into a direct contractual relationship with the customer of LTLS for the provision of similar logistics services within the EU.

The Logistics Service Provider shall not enter into an indirect contractual relationship with the respective customer for the afore-mentioned period, i.e. it shall not provide the logistics services in question to the (former) customer of LTLS as a subcontractor of a third party.

Paragraphs 1 and 2 above shall not apply if the relevant customers did not become known to the Logistics Service Provider in the course of the activity for LTLS.

If the Logistics Service Provider breaches the obligations under the preceding paragraphs, it shall be liable to pay a contractual penalty for each breach, the amount of which shall be determined by LTLS at its reasonable discretion and such amount being revisable by the competent court.

13. Advertising ban

The Logistics Service Provider is prohibited from using the name "Lufthansa" without the written consent of LTLS. The name "Lufthansa" may not be used by the

Logistics Service Provider in any way for advertising purposes without written consent of LTLS. This does not apply to companies which themselves carry the name "Lufthansa".

14. Compliance

The Logistics Service Provider shall ensure that:

- this contract and the business relationship and the activities undertaken by the Logistics Service Provider in this context do not violate any laws relating to bribery and / or corruption, in particular the OECD Convention on Combating Bribery of Foreign Officials in International Business Transactions and the Implementing Regulations thereof, or breach such laws, and that the Logistics Service Provider will, in connection with the performance of the Services, observe the applicable laws and the provisions of these terms and conditions at any time during the term of the contract,
- neither the Logistics Service Provider nor any other person the Logistics Service Provider is aware of, in particular employees, subcontractors, intermediaries or agents of the Logistics Service Provider, directly or indirectly offered or will offer, in cash or in kind, a loan, a gift, a donation or any other service to any political organization, a political party or a functionary of such a person or of a person acting in an official capacity for the above-mentioned (together "public officials") or any other person, to provide an unlawful benefit.

15. Human rights and environment- related obligations pursuant to the UN Global Compact and the Act on Corporate Due Diligence Obligations in Supply Chains (Lieferkettensorgfaltspflichtengesetz - "Supply Chain Act"), ILO basic principles

15.1 The Logistics Service Provider undertakes to comply with the ten principles of the UN Global Compact, the five basic principles of the International Labor Organization (ILO) and the following precepts and prohibitions: prohibition of child labor; prohibition of forced labor and all forms of slavery, exploitation, humiliation and abuse; prohibition of disregard for occupational safety and health and protection from work-related health hazards; disregard for freedom of association and the right to collective bargaining; prohibition of unequal treatment in employment; prohibition of the withholding of an adequate living wage; prohibition of the destruction of natural resources through environmental pollution; prohibition of unlawful infringement of land rights; prohibition of the commission or use of private or public security forces which, due to a lack of instruction or control, may lead to harm to life and limb; prohibition of any act or omission in breach of duty to act that goes beyond the foregoing and which is directly likely to impair, in a particularly serious manner, a protected legal position within the meaning of section 2 paragraph 2 of the Supply Chain Act and the unlawfulness of which is obvious upon reasonable assessment of all the circumstances in question; prohibition of the



production, use and/or disposal of mercury pursuant to the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants - POPs) as well as the non-environmentally sound handling of wastes containing POPs; prohibition of the import or export of hazardous wastes within the meaning of the Basel Convention.

15.2 The Logistics Service Provider undertakes to provide human rights or environment-related training for employees who are responsible for minimizing or exposed to relevant risks. LTLS may require the Logistics Service Provider to provide evidence of the performance of and participation in relevant training courses or to ensure that the relevant employees of the Logistics Service Provider participate in any relevant training courses offered by LTLS or Deutsche Lufthansa AG.

15.3 If LTLS requests information from the Logistics Service Provider in context of its risk analysis to be carried out under the Supply Chain Act to identify or assess human rights or environment-related risks, the Logistics Service Provider shall provide LTLS adequately with the required information to the extent permitted by applicable law or contractual obligations. The Logistics Service Provider agrees that for the purposes of its risk analysis, LTLS transfers relevant information on the contractual relationship with the Logistics Service Provider to a third party specialized on risk analysis that processes the information on behalf of LTLS.

15.4 If the Logistics Service Provider discovers or otherwise becomes aware of a potential violation of human rights or environment-related obligations in its own business operations in relation to the provision of services to LTLS, it shall be obliged to inform LTLS thereof and the measures it has taken consequently.

15.5 The Logistics Service Provider shall cooperate with LTLS and support LTLS with best efforts to implement the measures required by the Supply Chain Act with a view to terminating, preventing, and minimizing human rights and environment-related risks and violations, particularly the implementation of required preventive and remedial measures.

15.6 The Logistics Service Provider undertakes, upon LTLS's request, to inform its employees about the possibility of using Deutsche Lufthansa AG's complaint procedure. Information about the complaint procedure as well as access to it are available at <https://investor-relations.lufthansagroup.com/de/corporate-governance/compliance/hinweisgebersystem.html>.

15.7 Once a year or occasion-related, LTLS is entitled to conduct an audit on the Logistics Service Provider's business and industrial premises and within its business operations to identify and assess human rights and environment-related risks or violations and to assess and determine whether the Logistics Service Provider complies with its obligations pursuant to this clause ("Audit"). LTLS may mandate a third party, which is bound to professional objectivity and secrecy, to conduct the Audit during the Logistics Service

Provider's regular business hours. LTLS shall notify the Logistics Service Provider of the Audit with a prior two-weeks' written notice. The Logistics Service Provider is entitled to take appropriate measures to protect its business secrets and personal data, particularly customer data. The Logistics Service Provider bears the cost of the Audit unless it demonstrates that no human rights or environment-related risk or violation and no violation of human rights or environment-related due diligence obligations exist.

15.8 The Logistics Service Provider assures to comply with the expectations of the Lufthansa Group as expressed in its Supplier Code of Conduct (https://www.lufthansagroup.com/media/downloads/de/lieferanten/LHG_Supplier_Code_of_Conduct_DE_201912.pdf).

15.9 The Logistics Service Provider further undertakes to use best efforts to pass on the obligations pursuant to this clause to its direct suppliers in an obligatory manner.

15.10 If LTLS notices that the Logistics Service Provider is in breach of any of the obligations set forth in this clause, LTLS reserves the right to temporarily suspend the contract concluded with such Logistics Service Provider or - if necessary, also extraordinarily - to terminate it for good cause.

15.11 Reservation to change: The obligations to be complied with by the Logistics Service Provider pursuant to this clause may be adjusted at any time depending on the results of the risk analysis continuously conducted by LTLS. The Logistics Service Provider will be informed by LTLS one month prior to the entry into force of any adjustment and has the option to object to this within two weeks from the date of knowledge, of which LTLS will again inform the Logistics Service Provider separately in each individual case.

16. Quality Assurance

The logistics service provider shall implement and maintain an appropriate quality assurance system that meets the requirements of ISO 9001.16.

17. Applicable law

The contractual relationship is governed by German law.

18. Jurisdiction

The court of jurisdiction for all disputes arising out of or in connection with the contract is Hamburg, Germany. In the case of actions or other judicial proceedings directed against the Logistics Service Provider, this court of jurisdiction shall be exclusive. Other jurisdictions, which are required by applicable law, shall remain unaffected.

19. Severability clause

If a clause of the General Terms and Conditions of Business and of the other agreements reached is or becomes ineffective, this does not affect the validity of the agreements. The contracting parties undertake to adopt instead a regulation that is as close as possible to the regulation content of the ineffective clause.