



Standard Terms and Conditions of Lufthansa Technik Logistik GmbH and of Lufthansa Technik Logistik Services GmbH for the provision of logistic services (Version 03/24)

1. Area of Application

- 1.1. These Standard Terms and Conditions apply to all transport-related contractual services, in particular in connection with freight forwarding, carriage and warehousing services, as well as to all other services rendered by Lufthansa Technik Logistik GmbH ("LTL") or by Lufthansa Technik Logistik Services GmbH ("LTLS", "LTL" and "LTLS" hereinafter each also referred to as "Contractor") for their respective customers (hereinafter referred to as "Customer").
- 1.2. These Standard Terms and Conditions shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and insofar as the Contractor has expressly agreed to their application.

2. Applicability of the ADSp¹ 2017

Supplementary to these Standard Terms and Conditions the "German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017)" shall apply to all transport-related contractual services rendered (i.e. in particular freight forwarding, carriage and warehousing services). In case of inconsistencies, these Standard Terms and Conditions shall take precedence over the ADSp 2017. Note: The ADSp 2017 deviate from § 431 German Commercial Code (HGB) as described in clause 9 below. The "German Freight Forwarders' Standard Terms and Conditions 2017 (ADSp 2017)" are published on the LTLS website at <https://www.ltls.aero/en/general-terms-and-conditions>.

3. Conclusion of Contract

- 3.1. Unless otherwise specified, offers made by the Contractor shall be valid for 14 days.
- 3.2. The Contractor's offers shall not constitute any obligation until the Customer has accepted them at least in text form.

4. Remuneration

The Contractor shall receive the agreed remuneration for the contractual services. The Contractor's prices are exclusive of value-added tax and any surcharges, which the Customer must additionally pay to the Contractor.

5. Terms of Payment

- 5.1. If an invoice is not paid within fourteen (14) days after its due date and receipt of the invoice or an equivalent payment schedule, the Customer shall automatically be deemed in default of payment.
- 5.2. If the Contractor becomes aware of circumstances which indicate that the Customer's financial situation has deteriorated significantly, the Customer may demand immediate payment of the entire contract amount. If the Customer is a member of the IATA Clearing House (ICH), the Contractor shall be entitled to collect its claims through the ICH.
- 5.3. Any objections to invoices by the Customer will only be considered if they are made in writing within four weeks of receipt of the invoice. If Customer raises objections against individual items of an invoice, the provisions set out in clauses 5.1. to 5.3 above shall still apply to the other invoice items which have not been objected to.
- 5.4. The Customer shall pay the agreed remuneration in the contractually agreed currency. If the Customer pays in another currency, the relevant sum shall be converted into the agreed currency at the exchange rate applicable on the day on which the payment is received in the Contractor's account. In this case, the Customer shall bear any differences that may arise due to the exchange rate.

6. Rights and Duties in Connection with all Transport-related Services (i.e. freight forwarding, carriage, warehousing)

¹ Allgemeine Deutsche Spediteur-Bedingungen = German Freight Forwarders' Standard Terms and Conditions



- 6.1. The Customer is obliged to cooperate in every respect, if necessary, and to give all information in full and in time required for the performance of the contractual services. The Customer is, in particular, obliged to inform the Contractor about any specific characteristics of the goods and any requirements related thereto imposed by the law, by public authorities or professional associations [*Berufsgenossenschaften*]. The information to be provided and the cooperative actions to be taken must be timely and complete. Moreover, the duties to notify and inform set out, in particular, in section 3 of the ADSp 2017 shall apply.
- 6.2. The Customer must inform the Contractor in writing about the exact value of the goods and the security measures to be observed (e.g. guarded parking area, second driver etc.) well in advance of the collection of the goods to allow the Contractor to decide about the acceptance of the goods
- 6.3. The Customer shall pack and mark the goods for transport in such a way that they are protected from loss and damage, and shall load the goods for transport in a safe manner. Drivers who assist the Customer or the consignee in loading or unloading the goods or who perform these tasks for themselves are considered to be vicarious agents of the Customer. Unless expressly agreed upon in writing, the Contractor shall not be obliged to take care of the packaging and marking or safe loading of the goods for transport.
- 6.4. The Contractor has the right to engage subcontractors to perform his contractual services.

7. Sett-off and Retention Rights

- 7.1. The Customer may only set off his claims against claims asserted by the Contractor if they are undisputed or have been established by the final decision of a court.
- 7.2. The Customer may only exercise his retention rights, if his counterclaims are undisputed or have been established by the final decision of a court.
- 7.3. The Contractor shall have unlimited rights of set-off and retention as provided by law.

8. Contractor's Security Rights

- 8.1. In addition to the statutory liens available to Contractor, the Contractor shall, with respect to any claims against Customer already due and not yet due arising out of the respective contract, be entitled to enforce a contractual lien on the items and other assets in his control pursuant to the respective contract. The Customer shall have the right to prohibit the Contractor from exercising his lien, if the Customer furnishes him an equivalent security (e.g. absolute bank guarantee).
- 8.2. In addition to the statutory right of retention available to Contractor, the Contractor shall, with respect to any claims against Customer already due and not yet due arising out of the respective contract, be entitled to enforce a right of retention on the items and other assets in his control pursuant to the respective contract.
- 8.3. Furthermore, the Contractor shall be entitled to suspend services until any and all claims due arising out of the respective contract have been settled.
- 8.4. The Contractor may set off his claims against claims asserted by the Customer. Moreover, the Contractor may set off claims acquired by way of assignment and claims of Deutsche Lufthansa AG (LH) and claims of all companies affiliated with LH.
- 8.5. The Contractor shall have the right to suspend all services until all claims due (i) under the respective contractual relationship with the Customer or (ii) under any other contractual relationship between the Customer and the Contractor have been settled.

9. Liability in connection with all Contracts for the Transportation of Goods (i.e. freight forwarding, carriage, warehousing)

- 9.1. The Contractor shall be liable for transport-related services (i.e. freight forwarding, carriage, warehousing services) in accordance with the provisions of the ADSp 2017.



- 9.2. **The Contractor points out the following: In clause 23 the ADSp 2017 deviates from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal transportation with the involvement of sea carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8,33 SDR/kg additionally to Euro 1,25 million per damage claim and EUR 2,5 million per damage event, but not less than 2 SDR/kg.**

10. Liability of the Contractor for other Services

- 10.1. In the event of other services than transport-related services, the Contractor is liable under the statutory provisions for culpably caused injury to life, limb and health including simple negligence as well as otherwise for wilful misconduct and gross negligence. If there is no event, which falls within the preceding sentence, the Contractor's liability for loss or damage is excluded in the event of simple negligence, unless the Contractor has culpably breached a material contractual obligation. Material contractual obligations are those the performance of which make the proper fulfilments of the contract at all possible and on the compliance of which the Customer regularly relies upon and is entitled to so rely. In the event of a simple negligent breach of a material contractual obligation, the Contractor's liability is, however, limited to the amount of the foreseeable damage typical for the contract.
- 10.2. Insofar as the Contractor's liability for damages is excluded or limited, this shall also apply with regard to the personal liability for damages of the Contractor's employees, representatives and the liability of its vicarious agents.

11. Customs and excise duties and fees

- 11.1. Unless the contracting parties decide otherwise by common agreement, the Customer shall pay all customs and excise duties and fees arising from the execution of their contractual relationship.
- 11.2. If the Contractor is obliged under the contract to perform the customs clearance, he shall be entitled to execute the customs declaration in the name and on behalf of the Customer.

12. Prohibitions and Restrictions concerning the Receipt of Goods and the Provision of Goods

- 12.1. The Customer is importer of record, shipper or respectively exporter of record in terms of prohibitions and restrictions in connection with the import, transit and export.
- 12.2. The Customer is responsible for the compliance with the prohibitions and restrictions. As far as certain permits, authorizations or licenses are required for the importation, the shipping or the exportation of goods, these will be provided by the Customer himself at his own expense.
- 12.3. As far as prohibitions and/or restrictions need to be complied with, the Customer notifies the Contractor about these requirements when placing an order. Additionally, the Customer provides the Contractor with the applicable permits, authorizations, licences or other necessary documentation. If the Customer fails to provide the necessary documentation or fails to provide them in due time the Contractor is entitled to stop the transportation of goods process in his sole discretion to avoid legal consequences. The Customer is obliged to deliver the required permits, authorizations or licenses as well as other documents subsequently without further delay.
- 12.4. If applicable prohibitions and restrictions oblige to register or disclose at the competent authority, this obligation lies with the Customer with the exception of providing such information in the Customs declaration.
- 12.5. If the Contractor has stopped the transportation according to the foregoing regulations the Contractor shall only continue transportation if and when he receives the applicable documents and/or the obligation to register or disclose is fulfilled. Delays within the receipt of goods respectively the provision of goods for pick up, caused by failure to comply with these rules are not to be charged to the Contractor and are not to be regarded in the agreed delivery times.



13. Export Control

13.1. The Contractor and the Customer agree that the shipment or delivery of goods under this contract is subject to applicable export laws and regulations of the European Union, Germany and the United States of America, such as the requirements of the U.S. Export Administration Regulations (EAR) 15 CFR Parts 730-774, International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120-130, the United Nations (as stipulated the United Nations Security Council Consolidated List), as amended, and other export laws and regulations of applicable jurisdictions (hereinafter "Export Laws"). Customer represents and warrants that neither itself nor any of its affiliates are listed on any applicable sanctioned party list or controlled by a sanctioned person. If at any time the Customer or any of its affiliates becomes a sanctioned person, or a sanctioned person acquires control of the Customer or its affiliates, the Customer shall promptly notify Contractor. The Customer acknowledges that performance by Contractor of its obligations under this contract shall remain subject to obtaining, and to the terms of, any export license required under Export Laws. Upon Contractor's request, Customer shall promptly provide Contractor with appropriate documents or certifications as required by or to comply with Export Laws. Contractor reserves the right to not perform the services until the Customer has provided necessary documents or certifications to enable Contractor to use existing export licenses such as acknowledgement of LTLS' or its affiliates' license conditions. Contractor further shall be released from its obligations if Export Laws prevent Contractor from fulfilling its obligations.

13.2. Russia-related Compliance

Customer acknowledges that Contractor is bound by Council Regulation (EU) 833/2014 as of 31 July 2014 (in its most current form, defined as the "Regulation"), which i.a. prohibits the transport and transfer of certain products as listed in the Annexes of said Regulation, if they originate in Russia or are being exported from Russia to any other country. Therefore, Customer represents and warrants that all products provided to Contractor for transportation or transfer conform with the Regulation and any corresponding FAQs as published by the EU Commission (in their most current form). Customer shall provide any information or documentation requested by Contractor or relevant authorities to ensure compliance with the Regulation at no cost to Contractor.

13.3. Customer is the Exporter of Record and is responsible for compliance with the Export Laws with respect to the shipment and receipt of shipments under this contract.

13.4. To the extent that any relevant Export Laws must be complied with, the Customer shall provide the Contractor or its vicarious agents or service providers with written instructions in advance regarding such Export Laws to be complied with. If the shipment or receipt of goods or technical documents requires an export licence, the Customer shall be obliged to procure such licence at its own expense and to make it available to the Contractor without delay and free of charge.

13.5. The Customer shall ensure that the Contractor is provided with all assistance with regard to compliance with the Export Laws.

14. Confidentiality

The parties undertake to keep confidential all information and/or documents received by the other party and to take all necessary measures to prevent them from becoming accessible to third parties or being made known to them by whatever means, unless they are obliged to do so by law or administrative order or the other party has given its prior consent thereto in writing. This shall apply as well to all information, business secrets and data disclosed or obtained in fulfilling this contract. Insofar as third persons assist in fulfilling the Contractor's obligations under this contract, the Contractor may pass on to such third parties the information required by them to do so. The Contractor is also entitled to pass on all information to Deutsche Lufthansa AG (LH) and companies affiliated with LH. The obligation to maintain confidentiality shall continue to be valid even after the termination of the respective contract and may only be restricted by written consent of the other party, by law or administrative order.

15. Prohibition to Advertise

Without the written consent of the Contractor, Customer is not permitted to use the name "Lufthansa" vis-à-vis third parties. The name "Lufthansa" shall not be used in any manner by Customer for advertising purposes without written consent. This rule does not apply to companies which themselves bear the name "Lufthansa".



16. Place of Fulfilment, Place of Jurisdiction, Governing Law

- 16.1. The place of fulfilment for all parties to the contract is the location of that branch office of the Contractor at which the instructions are directed.
- 16.2. The place of jurisdiction for all disputes arising from the contractual relationship or in connection therewith shall be Hamburg, Germany. For any claims or other legal actions brought against the Contractor, this shall be the exclusive place of jurisdiction. Any other places of jurisdiction prescribed by mandatory legal provisions shall not be affected hereby.
- 16.3. The legal relationship between the Contractor and the Customer or his legal successors shall be governed by the law of the Federal Republic of Germany, provided however that the provisions concerning conflict of laws shall not apply.

17. Final Provisions

- 17.1. If a clause of the Standard Terms and Conditions and the further agreements reached is or becomes invalid, the validity of the remaining clauses shall not be affected. The contracting parties undertake to replace the invalid provision by another one coming as close as possible to the original purpose and intention of the parties.
- 17.2. Any amendment to these Standard Terms and Conditions, including this written form clause, as well as any amendment to the respective underlying contractual relationship must be agreed in writing between the Contractor and the Customer.