

**Air Partner International GmbH
Freight Terms and Conditions (FR2020)**

1. What we mean

1.1 In this Contract:

Additional Fees: those additional fees and reimbursement of costs and expenses charged by the Nominated Carrier (or any replacement carrier arranged pursuant to clause 2.6) and payable by the Client under this Contract in accordance with clauses 5 and 6;

Aircraft: the aircraft described in the CoA or Movement Authorisation (if any) or any alternative aircraft used to perform the Flight;

Air Partner: The Air Partner International GmbH, registered in Germany with Commercial Register (Handelsregister)

N° HRB 28279 Amtsgericht Köln.

AP Group: Air Partner Int. GmbH, or Air Partner plc and/or any subsidiary of that company from time to time.

AP Privacy Policy: the Air Partner privacy policy from time to time in force and available on Air Partner's website <https://www.airpartner.com> or otherwise notified to the Client;

Authorised Representatives: the individuals (all of whom must be over the age of 18) who are duly authorised to book Flights on the Client's behalf;

BGB: (Bürgerliches Gesetzbuch) German Civil Code

BGBl.: (Bundesgesetzblatt) German Federal Law Gazette

Carriage: the transport and delivery of Freight set out in this Contract (including the CoA or Movement Authorisation) and any OBC services;

Check-in Time: the time or times stated in the CoA or Movement Authorisation or otherwise notified to the Client by the Nominated Carrier or Air Partner;

Client: the person, firm or body corporate entering into this Contract as identified in the CoA or Movement Authorisation;

CMR: the Convention on the Contract for the International Carriage of Goods by Road (CMR) (Geneva, 19 May 1956), BGBl. 1961 II. Page 1119 as amended from time to time;

Commencement Date: the date this Contract is signed by both parties (and, if signed by the parties on different dates, the later of these dates);

Confirmation of Arrangements (CoA) or Movement Authorisation: the document(s) setting out the aircraft charter requirements of the Client (including details of the Freight, Aircraft, Freight Forwarder, Haulier, Transport Price, Flight and Nominated Carrier) to which this Contract is appended, and which are hereby incorporated into this Contract;

Contract: this agreement between Air Partner and the Client comprising these terms and conditions, together with all documents which are to be made a part of this agreement in accordance with clause 13.1 or are incorporated into this agreement by express reference in this agreement (such documents being part of this agreement to the extent so referenced);

Data Protection Law: applicable data protection law and regulations including, where relevant, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard on the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the Data Protection Act 2018;

Data Subjects: as defined in the Data Protection Law;

Flight: the flight or, as the case may be, each of the flights, and any associated services, as set out in the CoA or Movement Authorisation;

Force Majeure Event: any event beyond Air Partner's reasonable control including acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, crew, handling or air traffic control personnel issues, fire, lightning, flooding, fog, snow, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties, lack of serviceability of Aircraft or operation of Aircraft resulting from other unforeseeable events such as supply chain issues or a financial markets crisis, weather conditions, service bulletins, airworthiness directives, or accident to the Aircraft or any part of it, or the act of any authority;

Freight: the goods or any other cargo to be transported from time to time in accordance with the terms of the Contract as defined in the CoA or Movement Authorisation;

Freight Forwarder: the commercial freight forwarder or logistics provider selected to provide the carriage of Freight as set out in the CoA or Movement Authorisation (including any replacement provider or assignee);

GDPR: General Data Protection Regulation (see: Data Protection Law)

Haulier: the commercial haulier selected to provide the carriage of Freight as set out in the CoA or Movement Authorisation (including any replacement provider or assignee);

HGB: (Handelsgesetzbuch) (German) Commercial Code

IATA Regulations: the International Air Transport Association regulations from time to time in force; **ICAO Instructions:** the International Civil Aviation Organisation Technical Instructions for the Safe Transport of Dangerous Goods by Air 2017-18 Edition (as updated from time to time);

InsO: (Insolvenzordnung) (German) Insolvency Act, of 5.10.1994, BGBl. I 2866

Insolvency Event: where a person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of InsO, or Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction), being an individual is the subject of a bankruptcy petition or order, or undergoes any similar or equivalent process in any jurisdiction;

Loss: any damage, injury, loss, partial loss, cost, claim or expense (including cancellation charges, loss of profit, consequential and indirect loss or damage of any kind, and liability to the Nominated Carrier, Freight Forwarder and/or Haulier);

Montreal Convention: the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal on 28 May 1999 which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

Nominated Carrier: any commercial air carrier or aircraft operator selected to provide the Aircraft as set out in the CoA or Movement Authorisation (including any replacement carrier or assignee) for the period of the charter;

Passenger: The person or persons who will be travelling on the Flight and with whom the Air Carrier will have a contract of carriage with, such contract being subject to the Montreal Convention and/or Warsaw Convention.

Personal Data: as defined in Data Protection Law;

Processing: as defined in the Data Protection Law (and cognate expressions shall be construed accordingly);

OBC: the provision of transport and delivery of Freight by an onboard courier;

Redtrack: an international internet based real time track and trace system for all shipments of Freight made under the terms of this Contract;

Regulations: BGB, HGB, ADSp, CMR, IATA Regulations, the Montreal Convention, the Warsaw Convention or any other mandatory rules relating to the transport of goods, e.g. Hague or the Hague-Visby Rules, the U.S. COGSA or any other rules or applicable standard trading conditions and limits of liability as defined on the international transit document relating to the Services under this Contract;

STD: the scheduled time of departure of the Flight, as set out in the CoA or Movement Authorisation;

Services: the carriage and freight forwarding services to be provided by Air Partner (including OBC) in providing and/or arranging transportation of the Freight as set out in the CoA or Movement Authorisation;

Transshipment: the unloading of Freight from the vehicle or Aircraft arranged by Air Partner during the carriage of that Freight, even if such Freight is re-loaded onto the original vehicle or Aircraft;

Transport Price: the combined price for the provision of the Flight by the Nominated Carrier, or the Carriage by the Freight Forwarder or Haulier (including fuel, oil, maintenance, landing, hangarage, parking, ground handling and the remuneration and expenses of air crew) together with the provision of brokerage and facilitation services by Air Partner (including the Services and Support Services), as set out in the CoA or Movement Authorisation and which is payable by the Client in accordance with clauses 5 and 6;

Travel Documents: all air waybills and other documents required under the Montreal Convention, by any other applicable laws and by the authorities of states of departure, transit and arrival of the Flight.

Warsaw Convention: The Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 or that Convention as amended by the Hague Protocol of 1955 or the Montreal Protocols of 1975 whichever may be applicable and in each case the Guadalajara Convention of 1961.

- 1.2 If there is any conflict and/or inconsistency between these terms and conditions and the CoA or Movement Authorisation, the CoA or Movement Authorisation shall prevail but only to the extent of such conflict and/or inconsistency.
- 1.3 In this Contract, unless the context otherwise requires:
 - 1.3.1 references to:
 - (a) any gender includes the other genders;
 - (b) an enactment includes that enactment as amended, extended, consolidated, re-enacted or applied by or under any other enactment before or after the Commencement Date and any

- subordinate legislation made (before or after the Commencement Date) under that or any other applicable enactment;
- (c) **writing** or **written** includes fax but not e-mail (save that written amendments to the CoA or Movement Authorisation may be agreed in accordance with clause 13.1 via email);
- (d) the singular includes the plural and vice versa; and
- (e) a person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having a separate legal personality);
- 1.3.2 an obligation on the Client to do, or to refrain from doing, any act or thing shall include an obligation upon the Client to procure that any sub-charterer(s), cargo owners and the Client's officers, employees, subcontractors or agents also do, or refrain from doing, such act or thing;
- 1.3.3 headings are for convenience only and do not affect the interpretation of this Contract; and
- 1.3.4 the words **including**, **include(s)** and **in particular** and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions.

2. Air Partner's role and appointment / Term

- 2.1 The Client appoints and authorises Air Partner to make arrangements for the Flight on its behalf. The Client hereby expressly authorises Air Partner to arrange:
- 2.1.1 the carriage of the Freight by any route or means or persons in accordance with this Contract;
- 2.1.2 the storage, packing, Transshipment, loading, unloading or handling of the Freight by any third party and for the length of time acceptable to the Client; and
- 2.1.3 to do such necessary acts as may, in the reasonable opinion of AP, be necessary to perform its obligations to the Client.
- 2.2 Where the Client provides Air Partner with Personal Data under or in connection with this Contract (the **Client Data**), the Client acknowledges that Air Partner shall Process such Client Data (including for operational, logistic and regulatory purposes and through transfers to third parties both within and outside the European Union) in accordance with the Air Partner Privacy Policy and any other fair Processing notices that Air Partner may issue from time to time. The Client shall ensure that the Client Data provided to Air Partner has been processed by the Client in accordance with the Data Protection Law including in respect of fair and lawful Processing and the provision of fair notice to the relevant Data Subjects of the transfer to, and Processing to be undertaken by, Air Partner pursuant to this Contract. The Client shall also make the relevant Data Subjects aware of the Air Partner Privacy Policy and any other fair Processing notices that Air Partner may issue.
- 2.3 Air Partner will only collect and process personal data from natural persons if and to the extent that at least one of the following applies:
- the data subjects (or the Client on their behalf, see following clause 4.2) have given Air Partner consent to the processing of his or her personal data for one or more specific purposes pursuant to Article 6 para. 1(a) GDPR, or
 - processing is necessary for the performance of Air Partner's contractual obligations pursuant to Article 6 para. 1(b) GDPR, or
 - processing is necessary for compliance with a legal obligation to which Air Partner is subject, Article 6 para. 1(c) GDPR
 - processing is necessary in order to protect the vital interests of the data subject or of another natural person, Article 6 para. 1(d) GDPR, or
 - processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in Air Partner, Article 6 para. 1(e) GDPR, or
 - processing is necessary for the purposes of the legitimate interests pursued by Air Partner or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child, Article 6 para. 1(f) GDPR.
- 2.3.2 Generally Air Partner will only disclose data to third parties to the extent disclosure is required to perform its contractual or legal obligations, or to perform the Client's contractual or legal obligations on behalf of the Client.

Because the scope of the data required for air carriage varies from case to case and depends on the flight destinations, the legal situation at the time of the flight and/or the personal carried, or any other circumstances, Air Partner does not verify which data in the individual case is absolutely necessary to be disclosed and which data is not. With regard to the personal data the Client or the person seeking carriage discloses to Air Partner on a voluntary basis, Air Partner

assumes that it is authorized to disclose all such data on the basis of the data subjects' corresponding declaration of consent granted to the respective airline and/or the authorities pursuant to Article 6 para.1(a) GDPR.

- 2.3.3. Air Partner will only store the personal data as long as it is needed to achieve the purpose of processing, or if storage is required under a statutory retention period. Data will only be stored for longer periods on the basis of a declaration of consent and only for as long as the consent is not revoked.

2.3.4 **Rights of data subjects:**

Data subjects have the right to receive information concerning the processing of their data free of charge, to request their data to be completed, to have their data deleted or blocked under certain conditions, to object against the processing, to revoke consent to the processing with effect on the future and to lodge a complaint with the relevant supervisory authority. (See Art. 7 para. 3; 15 to 18; 20; 21; 77 GDPR)

- 2.4 In entering into this Contract, Air Partner neither acts nor holds itself out as:

- 2.4.1 a principal in respect of, or providing, the Flight (or any part thereof);
2.4.2 a licensed commercial air carrier or aircraft operator; or
2.4.3 an agent of the Nominated Carrier or any other third parties involved in the Flight.

- 2.5 The Client acknowledges and agrees that the Flight will be provided by the Nominated Carrier, Freight Forwarders, Hauliers, OBC and other third parties (including handling agents, caterers and ground transportation) and that the Nominated Carrier, Freight Forwarders, Hauliers, OBC and such other third parties will have the exclusive responsibility and liability for the provision of (or failure to provide) the Flight including maintenance and operation of the Aircraft and direction of the crew. The Nominated Carrier's responsibilities and obligations to the Client in respect of the Flight will be set out and subject to the conditions of carriage.

- 2.6 If at any time prior to the STD:

- 2.6.1 the Aircraft becomes unavailable or unserviceable, Air Partner may, in its discretion, provide reasonable assistance to find a suitable substitute aircraft within a reasonable time after Air Partner becomes aware of the Aircraft becoming unavailable or unserviceable; or
2.6.2 the Nominated Carrier becomes insolvent and ceases flight operations, Air Partner may, in its discretion, use reasonable endeavours to find a suitable substitute carrier within a reasonable time after Air Partner becomes aware of the Nominated Carrier becoming insolvent and ceasing flight operations.

In both cases, the Client shall pay any Additional Fees.

- 2.7 Air Partner will notify the Client in accordance with agreed timescales of any events of which it is aware in the execution of the Services including damaged Freight, delay in delivery, alterations in the Flight or shipping schedules, Transshipment issues, incorrect postal address and other material matters.
- 2.8 Subject to the provisions of clause 10 of this Contract, Air Partner agrees to use reasonable endeavours to ensure that all Freight is delivered in accordance with the delivery instructions and agreed transit time set out in the CoA or Movement Authorisation.
- 2.9 Air Partner reserves the right to open and inspect any Freight for security screening. Save as aforesaid, Air Partner will not break open any Freight and will convey instructions to all relevant third parties that they must not break down or break open the Freight which has been packed unless expressly instructed to do so by the Client, save for safety considerations, customs examination or as otherwise required by law, and Air Partner will use its reasonable endeavours to ensure that the Client is present at such customs examination.

- 2.10 Upon request, Air Partner will provide the Client with Redtrack for out bound and in bound shipments of Freight. The system can also be made available to specific customers if required by the Client.
- 2.11 Air Partner will make available to the Client an electronic data interface and software training (including Redtrack) (as determined by Air Partner) at no cost to the Client.
- 2.12 Air Partner will provide the Client with proof of deliveries within 24 hours of request from the Client (excluding the date of shipment) via Redtrack.
- 2.13 Carriages arranged on behalf of the Client are made subject to the terms and conditions and limitations of liability imposed by the Nominated Carrier, Freight Forwarder, OBC or Haulier.
- 2.14 At its sole discretion, Air Partner shall determine whether the OBC service is appropriate for the transport of any Freight, having regard to the Freight itself, its value and any time sensitive aspects of the Carriage requested. Air Partner reserves the right to refuse any Carriage by OBC and to offer an alternative mode of Carriage without any liability to the Client.
- 2.15 Carriages arranged on behalf of the Client are made subject to the terms and conditions and limitations of liability imposed by the Freight Forwarder, OBC or Haulier.
- 2.16 AP shall discharge its obligations under this Contract with reasonable care and skill. The provision of Services shall be subject to the Regulations.

3. General Client obligations and responsibilities

- 3.1 The Client shall
 - 3.1.1 warrant to Air Partner that the data of third parties which the Client passes on to Air Partner have been collected in a lawful manner and that Air Partner is authorized to process these data and to disclose them to third parties for the purpose of performing Air Partner's and/or the Client's contractual or legal obligations.
 - 3.1.2 -expressly confirm that for the data which the Client passes on to Air Partner at least one of the alternatives a-f specified by Article 6 para. 1 GDPR (see preceding clause 3.1.1) applies.
 - 3.1.3 -undertake to indemnify Air Partner against all claims by data subjects, other third parties and authorities brought against Air Partner on the grounds of the Client's a failure to meet its obligations set out in the preceding clauses 3.1.1. and 3.1.2
- 3.2 The Client shall
 - 3.2.1 comply with its obligations and responsibilities set out in this Contract;
 - 3.2.2 ensure that all information that it provides to Air Partner and the Nominated Carrier (including the Travel Documents) is provided within the timescales required, and is complete and accurate;
 - 3.2.3 provide Air Partner with a list of the Authorised Representatives and shall notify Air Partner promptly of any changes to that list;
 - 3.2.4 ensure and procure that the Authorised Representatives comply with the terms and conditions set out in this Contract;
 - 3.2.5 be fully responsible for and liable to Air Partner and the Nominated Carrier, Freight Forwarder, OBC and Haulier for the acts, omissions and instructions of the Authorised Representatives;
 - 3.2.6 comply with any requirements of the Nominated Carrier, Freight Forwarder, OBC and Haulier including the conditions of carriage, and all conditions of any licences and/or permits which relate to the Aircraft, the Freight and/or the Flight; and
 - 3.2.7 comply with any and all decisions of the Nominated Carrier, Freight Forwarder, OBC and Haulier and the captain of the Aircraft. Air Partner is not responsible for any decision of the Nominated Carrier, Freight Forwarder, OBC and Haulier or captain of the Aircraft and any consequences thereof, including any effect on the performance of Air Partner's obligations under this Contract.
 - 3.2.8 If the Client has provided Air Partner with a list of Authorised Representatives in accordance with clause 0, the Client may instruct Air Partner to accept bookings from those Authorised Representatives.
- 3.3 **Account**
When using the Services or Air Partner's website, the Client shall ensure that it adheres to the terms of use of Air Partner's website, as available on request and on the website and in particular for maintaining the confidentiality of its account, login details and passwords and to prevent any unauthorised access to its account. The Client agrees to accept responsibility for all activities that

occur under its account, and should notify Air Partner immediately if it has any reason to believe that its account has been used by in an unauthorised manner.

- 3.4 The Client shall ensure that the details provided to Air Partner are correct and complete. The Client shall notify Air Partner immediately of any changes to the information provided when opening and operating its account.
- 3.5 The Client shall ensure that any persons given log-in details by the Client and access to the account or Air Partner's website shall have the Client's full authority to do so and to order Services on behalf of the Client and the Client acknowledges that Air Partner may treat any Confirmation of Arrangement received from the Client or any persons given log-in details as valid and binding.
- 3.6 Air Partner reserves the right to refuse, terminate, remove, or cancel requests for Services on the Client's account at Air Partner's discretion and without giving reason therefor.

Declarations of Freight

- 3.7 The Client is responsible for the accuracy of the declarations of Freight provided to the Nominated Carrier, Freight Forwarder, OBC, Haulier or to Air Partner.

Delivery of Freight to the handling agents

- 3.8 The Client is responsible for ensuring that the Freight and all required supporting paperwork are delivered to the nominated handling agent by the date specified by the Nominated Carrier, Freight Forwarder, OBC or Haulier. If Flight departure is delayed by reason of (i) the absence of any Freight supporting paperwork; (ii) the Freight not being delivered for loading by the stipulated time; or (iii) any act or omission of the Client and any sub-charter or cargo owner, demurrage fees may become payable by the Client.

Freight matters

- 3.9 With respect to each Carriage and Flight and unless agreed otherwise in writing with Air Partner prior to any Carriage or Flight the Client shall:
 - 3.9.1 promptly provide Air Partner with any information reasonably required to enable Air Partner to proceed with the performance of the Services;
 - 3.9.2 notify Air Partner in a proper and timely manner of the locations for the collection and delivery of Freight;
 - 3.9.3 be either the owner or authorised agent of the owner of the Freight and that the Client is accepting these conditions not only for itself but also as agent for and on behalf of any such owner;
 - 3.9.4 ensure that the Freight excludes the following:
 - (a) weapons, ammunition, explosives or any damaging items (unless such items are part of the Freight that Air Partner has expressly agreed to transport);
 - (b) items the possession, carriage, importation or exportation of which violates any law, rule or regulation
 - (c) money, cash, bullion, negotiable cash equivalents or securities;
 - (d) items requiring a license for their Carriage that has not been obtained; and
 - (e) items forbidden to be transported, imported or exported by the IATA Regulations, the ICAO Instructions or applicable laws (unless such items are part of the Freight that Air Partner has expressly agreed to transport);
 - 3.9.5 provide Air Partner in a timely manner with a full list of all weights and dimensions of the Freight, for the purpose of enabling Air Partner, the Nominated Carrier, Freight Forwarder, OBC or Haulier to perform a loadability check and to allow the most appropriate equipment to be provided for the Carriage;
 - 3.9.6 deliver, or procure the delivery of the Freight together with a full set of accurate and complete shipping documentation to the handling agents in respect of the Flights, such delivery to take place within any time specified by Air Partner or the Nominated Carrier, Freight Forwarder, OBC or Haulier;
 - 3.9.7 deliver, or procure the delivery of, the Freight, together with a full set of accurate and complete shipping documentation to the handling agents, in a format and packaged appropriately, having both regard to the nature of the Freight and the transportation arrangements put in place, such delivery to take place within any time specified by Air Partner or the Nominated Carrier, Freight Forwarder, OBC or Haulier. The Client acknowledges that a failure to comply with this provision may result in demurrage fees being payable by the Client;
 - 3.9.8 ensure that the Freight is ready for Carriage (including packing in accordance with the Regulations and custom cleared);

- 3.9.9 declare, deliver and pack all dangerous goods in the manner required by IATA Regulations for the Carriage of Dangerous Goods by Air;
 - 3.9.10 declare all dangerous goods in a timely manner in order to enable AP, the Nominated Carrier, Freight Forwarder, OBC or Haulier sufficient time to arrange special overflight and landing approvals where necessary;
 - 3.9.11 declare and fully document all perishable, fragile or special Freight in a manner so as to enable AP, the Nominated Carrier, Freight Forwarder, OBC or Haulier to ensure the Freight is suitably transported;
 - 3.9.12 ensure the Freight will be properly and sufficiently packed, labelled and marked; and
 - 3.9.13 in the case of Client packed containers, ensure any transport unit or container used for carriage of the Freight is in good condition, suitable for carriage to the intended destination and all Freight has been properly and sufficiently stowed.
- 3.10 The Client acknowledges that it is required to accept and authorise the CoA or Movement Authorisation and send it to Air Partner before the expiry of the deadline indicated on Redtrack in respect of each CoA or Movement Authorisation in order for Air Partner to begin the transportation of any shipment. If the CoA or Movement Authorisation is not accepted and sent to Air Partner within such specified time, Air Partner may refuse to provide the Flight and/or Carriage the subject of the CoA or Movement Authorisation.

Dangerous Goods

- 3.11 The Client must disclose any dangerous goods and Air Partner only agrees to accept them for Carriage if they are classified, packed and labelled in accordance with the statutory regulations for the carriage of the substance declared and the Client shall be liable for any damage resulting from improper packaging. The Client must provide information in writing in the manner required by the relevant statutory provisions in respect of each substance and must accompany the Freight.
- 3.12 Air Partner reserves the right to accept or reject, in its sole discretion, any items tendered for Carriage that are dangerous good under any applicable law, rule or regulation. Air Partner does not accept for Carriage anything that is forbidden by the IATA Regulations, the ICAO Instructions or applicable laws or for any other legal or safety reasons.
- 3.13 In the event local regulations, airports, airlines, or other modes of transportation restrict the movement of dangerous goods or impose embargoes at certain departure or destination points, these locations cannot be selected as transportation destinations.
- 3.14 Each item of Freight shall be marked legibly and durably with the name and full address of the shipper and consignee. The outside of the container shall bear the proper shipping name(s), technical names, and UN IDs of the contents. In addition, a 24-hour emergency contact that can provide details of the contents during the period of transportation shall be clearly indicated. A shipper's document, which clearly identifies and describes the contents, shall be placed inside the packaging of each dangerous goods shipment.
- 3.15 Air Partner and any Carrier, Freight Forwarder, OBC or Haulier reserves the right to return a dangerous goods consignment that leaks, releases odours, has damaged packaging, or is otherwise damaged, to the Client. The Client shall bear all costs related to the shipment, such as shipment back to the Client, destruction of the consignment and any reasonable measures taken to prevent accidents.
- 3.16 Air Partner's acceptance of a consignment of dangerous goods shall not automatically imply acceptance by the Nominated Carrier, Freight Forwarder, OBC or Haulier.

Travel Documents

- 3.17 The Client shall complete or arrange for the completion of the Travel Documents in such form as the Nominated Carrier or Air Partner may require as soon as practicable before the scheduled departure date of the Flight, or if applicable, the first Flight. It shall be the responsibility of the Client to ensure that properly completed Travel Documents are carried by the passenger and are in compliance with all applicable laws.

Compliance with laws and regulations

- 3.18 The Client shall comply and shall ensure that all Freight complies with all relevant and applicable laws, customs and regulations.

Passengers accompanying Freight

- 3.19 Air Partner does not recommend that any passengers accompany the Freight. If the Client determines otherwise, the Client is solely responsible and liable for (and shall indemnify Air Partner against) any Losses which arise as a result thereof, as well as any travel documentation that any passengers require.

Liability

- 3.20 The Client accepts that a failure on its part to comply with any obligation set out in this Contract or the conditions of carriage may result in the Nominated Carrier, Freight Forwarder, OBC and/or Haulier refusing to operate a Flight or conduct a Carriage as the case may be, or short shipping some items of Freight which they are unable to accommodate by reason of the Clients' default.

4. Loading, unloading and delivery of the Freight

- 4.1 The Client is responsible for ensuring that the Freight and all required supporting paperwork are delivered to the nominated handling agent by the date specified by the Nominated Carrier, Freight Forwarder, OBC or Haulier.
- 4.2 If the Flight is, or is to be, delayed by reason of (i) the absence of any Freight supporting paperwork; (ii) the Freight not being delivered for loading by the stipulated time; or (iii) any other act or omission on the part of the Client or any sub-charterer, then without liability to the Client, sub-charterer(s) or cargo owner(s) then, demurrage fees may become payable by the Client and/or Air Partner may terminate this Contract and/or the Nominated Carrier may cancel the affected Flight, and cancellation charges shall be payable by the Client in accordance with clause 9.4.
- 4.3 If it is necessary in the captain's sole discretion for any Flight to be diverted any by reason mentioned in clause 4.2 (i) (ii) (iii) in order to off-load any Freight, then the Client shall indemnify Air Partner in full against any Loss incurred by Air Partner as a result of such diversion and/or removal (including demurrage fees).
- 4.4 The Client acknowledges and agrees that the Nominated Carrier may, free of charge, utilise any part of the Aircraft not utilised by the Client or Freight in such manner as it thinks fit.
- 4.5 Unless Air Partner has agreed in writing to the contrary with the Client:
- 4.5.1 Air Partner shall not be under any obligation to provide any plant, power or labour, other than that carried by vehicle required for loading or unloading the Freight;
- 4.5.2 the Client confirms that any special appliances required for loading or unloading the Freight which are not carried by the vehicle will be provided by the Client or on the Client's behalf; and
- 4.5.3 Air Partner shall be under no liability whatever to the Client for any damage howsoever caused if Air Partner is instructed to load or unload any Freight requiring special appliances which, in breach of clause 4.5.2, have not been provided by the Client or on the Client's behalf. Accordingly, the Client shall indemnify Air Partner against all Losses it incurs as a result of loading or unloading any Freight using special appliances not provided by the Client or on the Client's behalf.
- 4.6 Receipt by the person entitled to delivery of the Freight without complaint shall be prima facie evidence that the Freight has been delivered in good condition and in accordance with this Contract. In the case of loss, damage or delay to the Freight, a written complaint must be made to Air Partner by the person entitled to delivery. Such complaint must be made:
- 4.6.1 in the case of damage to the Freight, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the Freight;
- 4.6.2 in the case of delay, within 21 days from the date on which the Freight was placed at the disposal of the person entitled to take delivery; and
- 4.6.3 in the case of non-delivery of the Freight, within 120 days from the date of the Carriage as specified in the CoA or Movement Authorisation.
- 4.7 Unless a written complaint is made within the time limits specified in clause 4.6, no action may be brought against Air Partner or any Nominated Carrier, Freight Forwarder, OBC or Haulier. Any rights to damages against Air Partner shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the Freight ought to have arrived, or from the date on which the Carriage stopped.
- 4.8 If delivery of the Freight or any part thereof is not accepted by the Client or consignee at the agreed time and place of delivery, Air Partner shall be entitled to store the Freight at the Client's sole expense, risk and liability. The Client shall promptly reimburse Air Partner for all storage costs. The

Client shall also be liable for all demurrage charges as a result of the Client's or the consignee's non-acceptance of the Freight. Unless otherwise agreed by the parties, Air Partner shall be entitled either to return the Freight to the Client's location or to dispose of the Freight after a minimum period of 21 days at the Client's expense.

5. Charges and price variations

- 5.1 The Client will pay Air Partner (or if directed by Air Partner, the Nominated Carrier, Freight Forwarder, OBC or Haulier) the Transport Price and Additional Fees (as may be varied in accordance with this clause 5).
- 5.2 In addition to the Transport Price and Additional Fees, the Client shall pay Air Partner any additional reasonable costs which are incurred as a result of the Client's instructions or lack of instructions, the inaccuracy of any information or material provided by or on behalf of the Client (or any sub-charterer or cargo owner) to Air Partner (or the Nominated Carrier, Freight Forwarder, OBC or Haulier) or any other cause attributable to the Client, any sub-charterer, cargo owner or cargo owner(s).
- 5.3 All other costs arising out of or in connection with this Contract including all licence fees, clearance fees, non-objection fees and permission fees levied by national air carriers, airline or freight surcharges, screening charges, security charges, increased airline insurance rates, customs duties, import or customs levies, airport taxes, warehousing, security, storage charges, cargo preparation, customs duties/fees, documentation fees, de-icing for positioning/live/de-positioning sectors, airport extension fees, fuel surcharges and any additional loading equipment fees shall exclusively be for the account of the Client (and the Client shall pay Air Partner or if directed by Air Partner, the Nominated Carrier, Freight Forwarder, OBC or Haulier) unless otherwise specified in this Contract.
- 5.4 The Transport Price, Additional Fees and any other costs payable under or in connection with this Contract are:
- 5.4.1 subject to any applicable taxes and also to any surcharge for any fuel, road tolls, fixed costs, insurance, currency or other variations imposed by the Nominated Carrier, Freight Forwarder, OBC or Haulier from time to time; and
- 5.4.2 exclusive of value added or sales taxes (if applicable) which shall be paid in addition by the Client at the rate ruling at the tax point.
- 5.5 Air Partner is responsible for the safekeeping of the portion of the Transport Price which is payable to the Nominated Carrier, Freight Forwarder, OBC and/or Haulier and the Additional Fees whilst the same are in Air Partner's bank account. As soon as such monies have been transferred to the Nominated Carrier, Freight Forwarder, OBC and Haulier Air Partner bears no further responsibility or liability in respect thereof.

6. Payment

- 6.1 The Client shall pay Air Partner the Transport Price and Additional Fees in accordance with the CoA or Movement Authorisation. Payment of any other costs due under or in accordance with this Contract shall be made within 2 weeks of the date of invoice or at least 2 working days prior to departure of the first Flight if sooner, unless agreed otherwise in writing by an authorised signatory of Air Partner. Time is of the essence as regards payment.
- 6.2 If any payment is not received by the date specified in clause 6.1, Air Partner may, without prejudice to any other rights or remedies it may have in respect of such default (i) suspend provision of any services upon notice to the Client (ii) terminate this Contract in accordance with clause 9.1.1 and/or (iii) charge interest on the outstanding amount (both before and after any judgment) at the rate of 9 percentage points (5 percentage points if the charterer is a consumer according to § 13 German Civil Code) above the German base rate from the due date until the outstanding amount is paid in full. The Client acknowledges that late payment may result in the Flight and/or any Services being cancelled and cancellation charges being payable by the Client in accordance with clause 9.4.
- 6.3 All payments to be made by the Client under or in connection with this Contract shall be in cleared funds and without deduction, set-off or withholding.

7. Licences and international regulations

- 7.1 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport licence issued to the Nominated Carrier by the relevant

authority and (ii) any further licences or authorities which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.

- 7.2 If licences and authorities required for the operation of the Flight are in Air Partner's reasonable opinion not likely to be obtained in good time or where obtained are not likely to be retained, Air Partner shall have the exclusive discretion to cancel this Contract without any further liability to the Client, sub-charterer(s) or cargo owner(s) except that Air Partner shall be obliged to refund monies paid by the Client after deducting (i) a reasonable amount for the costs of administration and (ii) any non-refundable amount paid or payable to the Nominated Carrier, Freight Forwarder, OBC or Haulier.

8. Changes, delays, alterations and diversions

- 8.1 Any changes, delays, alterations and diversions in departures or arrivals shall be subject to the terms of the conditions of carriage. Any Flight or Carriage times specified in the CoA or Movement Authorisation, this Contract or other written confirmation of the charter or carriage arrangements are indicative only.
- 8.2 If for any reason the Aircraft is diverted from any destination airport, the Flight or the affected Flight as the case may be shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted. Any Flight diversions or the effect of Flight diversions on the Client (or any sub-charterer or cargo owner) shall be subject to the terms of the conditions of carriage.
- 8.3 Where, at the request of the Client, Air Partner arranges for the Freight to be transferred to their original destination by alternative means of transport, Air Partner shall be deemed to arrange such service as agent only for the Client and under no circumstances whatsoever shall be liable for any Loss incurred by the Client arising out of such arrangements or transport. The Client shall pay Air Partner any reasonable costs and expenses it incurs as a result of such transfer.
- 8.4 Refunds (whole or partial) of the Transport Price owing due to the Nominated Carrier, Freight Forwarder, OBC or Haulier cancelling the Flight are subject to the terms of the conditions of carriage. Air Partner will offer the Client reasonable assistance in liaising with the Nominated Carrier, Freight Forwarder, OBC or Haulier as regards the consequences of the Nominated Carrier, Freight Forwarder, OBC or Haulier cancelling a Flight.

9. Cancellation and termination

The Client may cancel this Contract (including any Flight or Carriage) at any time prior to departure (except in order to travel with another carrier) by notice in writing to AP. Upon such cancellation, the Client shall pay the cancellation charges set out in the CoA or Movement Authorisation. The Client will be allowed to submit evidence that no damages resulted from the cancellation or that the damages were considerably less extensive than those cited in conjunction with the cancellation charges.

Air Partner may apply any monies paid to it by the Client against such cancellation charges. To the extent further costs, expenses or damages are due from the Client under or in connection with this Contract, the Client agrees to pay such sums in accordance with clause 6.

- 9.1 Without prejudice to any other rights or remedies that Air Partner has, Air Partner may terminate this Contract by notice in writing if:
- 9.1.1 the Client commits a material breach of this Contract which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as Air Partner requires;
- 9.1.2 the Client suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;
- 9.1.3 the Client, in Air Partner's reasonable opinion is, or is likely to, damage APs' reputation or trading position;
- 9.1.4 licences and authorities required for the operation of the Flight are in Air Partner's reasonable opinion not likely to be obtained in good time or where obtained are not likely to be retained;
- 9.1.5 the Client (or any officer, employee, sub-charterer, cargo owner, agent or subcontractor) requires Air Partner or any officer, employee, agent or sub-contractor of the Air Partner Group to act improperly for the purposes of the Bribery Act 2010; or
- 9.1.6 the Client undergoes an Insolvency Event.
- 9.2 Without prejudice to any other rights or remedies that the Client has, the Client may terminate this Contract immediately by notice in writing if Air Partner:

- 9.2.1 commits a material breach of this Contract which is incapable of remedy or which, if capable of remedy, is not remedied within a reasonable period time; or
- 9.2.2 undergoes an Insolvency Event.
- 9.3 Without prejudice to any other rights or remedies that Air Partner has, Air Partner shall be entitled to suspend the performance of any of the Services if the Client is in breach of any of its obligations under this Contract, provided that Air Partner shall either reinstate the performance of the (as applicable) Services or serve written notice of termination of this Contract within 30 calendar days following such suspension.
- 9.4 If Air Partner terminates this Contract in accordance with clause 4.2, 6.2, 9.1 or 9.3, the Client shall forthwith pay Air Partner the cancellation charges set out in the CoA or Movement Authorisation together with any other costs, expenses or damages due under or in connection with this Contract. However, if Air Partner terminates (i) one or more out of a number of Flights or (ii) this Contract part way through performance of this Contract, the Client shall pay Air Partner cancellation charges which are based on such proportion of the Transport Price as Air Partner reasonably determines.

10. Force majeure

AP shall not be liable for any default under or in connection with this Contract where such default is caused by a Force Majeure Event.

11. Limitation of liability

- 11.1 This Contract does not constitute a contract of carriage (or conditions of carriage) and – unless otherwise required by mandatory law- Air Partner is not, and shall not be deemed to be, acting as a common carrier, other carrier, freight forwarder, on board courier or haulier in respect of any of its obligations under or in connection with this Contract, or any Carriage provided to the Client by or on behalf of the Nominated Carrier, Freight Forwarder, OBC or Haulier. If Air Partner is deemed for any reason to be acting under or in connection with this Contract as a carrier, freight forwarder, on board courier or haulier, then to the extent to which such Carriage constitutes international carriage under the Montreal Convention or, in any jurisdiction in which the Montreal Convention does not apply, under the Warsaw Convention, any liability of Air Partner to the Client, any sub-charterer, cargo owner or the Client's officers, employees, subcontractors or agents shall be subject to (and the Client agrees that Air Partner shall have the benefit of) the provisions of the Montreal Convention, or as the case may be, the Warsaw Convention.
- 11.2 AP does not limit or exclude its liability in respect of:
 - 11.2.1 death or personal injury caused by its negligence;
 - 11.2.2 fraud or fraudulent misrepresentation; or
 - 11.2.3 any other liability (including statutory liability) to the extent it is not lawfully permitted to limit or exclude it.
- 11.3 Subject to clauses 11.2 and 11.4, Air Partner's total liability for all claims arising under or in connection with this Contract whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, howsoever arising shall be limited to 75% of the Transport Price (excluding any amounts refunded to the Client) under or in connection with this Contract.
- 11.4 Subject to clause 11.2, Air Partner shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for:
 - 11.4.1 loss of business, revenue, profits, contracts, goodwill or anticipated savings;
 - 11.4.2 damage to reputation; or
 - 11.4.3 indirect, special, exemplary, punitive or consequential loss or damage,

whether or not such losses were within the contemplation of the parties at the Commencement Date.
- 11.5 Except as expressly stated in this Contract (including clause 2.16), all warranties and conditions, whether express or implied by statute, law or otherwise, are hereby excluded to the maximum extent permitted by law.

- 11.6 To the maximum extent permitted by applicable law, Air Partner does not give any warranty, guarantee or other term as to the quality, financial strength or solvency, fitness for purpose or otherwise of any Nominated Carrier, Freight Forwarder, OBC, Haulier or any third party providers. Whilst Air Partner maintains records and information on many air carriers, freight forwarders, on board couriers and hauliers all over the world, it cannot guarantee that such information is up to date or that the Nominated Carrier, Freight Forwarder, OBC or Haulier will perform in the required manner. Air Partner relies on the third-party due diligence sources such as Dunn and Bradstreet as well as the EASA and other aviation safety agencies, which may not be up to date or free of errors. In particular, the financial position of air carriers, freight forwarders, on board couriers and hauliers change daily and such information is not always in the public domain or readily available to AP. The assessment and selection of the air carrier, freight forwarder, on board couriers and/or haulier who become the Nominated Carrier, Freight Forwarder, OBC or Haulier remains the Clients' ultimate responsibility. Air Partner accepts no liability in this respect and undertakes only that in providing its services that it has acted in good faith and has not been wilfully misleading. Air Partner encourages feedback from clients as to their experience with the Nominated Carrier, Freight Forwarder, OBC and/or Haulier. This information assists Air Partner in providing operational feedback to the Nominated Carrier, Freight Forwarder, OBC and Haulier to assist them with their client care and internal quality assurance.
- 11.7 The Client shall indemnify the Air Partner Group, and its officers, employees, subcontractors and agents against all Losses arising out of or in connection with:
- 11.7.1 any breach of this Contract by the Client, the Authorised Representatives, any sub-charterer, a cargo owner or the Client's officers, employees, subcontractors or agents;
- 11.7.2 any act or omission by the Client, the Authorised Representatives, any sub-charterer, a cargo owner or the Client's officers, employees, subcontractors or agents; or
- 11.7.3 any claim, action, demand or proceeding by a third party against Air Partner caused or contributed to by the Client, the Authorised Representatives, any sub-charterer, cargo owner or the Client's officers, employees, subcontractors or agents.

12. Compliance

- 12.1 The Client agrees to comply, and agrees to procure that its directors, officers, employees, contractors, subcontractors, consultants and other representatives shall comply with all applicable:
- 12.1.1 anti-bribery and anti-corruption laws and regulations, including the U.K. Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act 1977;
- 12.1.2 trade compliance laws and regulations, including laws or regulations related to the import, export, re-export, transfer, release or shipment of goods, technology, software or services, including: (a) the EU Dual Use Regulation, Council Regulation (EC) No 428/2009; (b) the US International Traffic in Arms Regulations; and (c) the US Export Administration Regulations;
- 12.1.3 economic sanctions and trade embargo laws and regulations; and
- 12.1.4 money laundering, terrorist financing and transfer of funds laws and regulations.
- 12.2 The Client agrees:
- 12.2.1 not to engage in any activity, practice or conduct which would constitute an offence under those laws and regulations set out in clause 12.1;
- 12.2.2 to maintain in place throughout the term of this Contract adequate policies and procedures to ensure compliance with those laws and regulations set out in clause 12.1 and will enforce them where appropriate; and
- 12.2.3 promptly report to Air Partner any request or demand which, if complied with, would amount to a breach of clause 12.1.
- 12.3 Breach of this Clause 12 shall entitle Air Partner to terminate this Contract with immediate effect.

13. General

- 13.1 No modification, amendment or variation of this Contract shall be effective or binding on the parties unless made in writing and signed by authorised signatories of the parties.
- 13.2 Except in case § 354 a HGB is applicable the Client shall not assign, transfer, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract without the prior written consent of Air Partner (such consent shall not be unreasonably withheld). Air Partner

may at any time assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Contract.

- 13.3 Nothing in this Contract shall render Air Partner (nor any of its officers, employees, agents or subcontractors) an employee, worker or partner of the Client and accordingly it shall not hold itself out as such. The Client shall have no authority to make representations, act in the name of, or on behalf of, or to otherwise bind the Air Partner Group.
- 13.4 Any notice given under this Contract shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid first class recorded delivery to the relevant party at the address as set out in the CoA or Movement Authorisation. Notices shall be deemed to have been received if delivered and received personally, at the time of delivery and in the case of pre-paid first class recorded delivery, at the time recorded by the delivery service.
- 13.5 Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 13.6 If any term in this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant term shall be deemed deleted. Any modification to or deletion of a term shall not affect the validity and enforceability of the rest of this Contract. If any term in this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid, legal and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 13.7 The failure to exercise or delay in exercising a right or remedy provided to a party under this Contract shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Contract shall constitute a waiver of any subsequent breach of the same or any other provision.
- 13.8 Unless otherwise required by mandatory law a person who is not a party to this Contract has no right under the Contracts or otherwise to enforce or enjoy the benefit of any term of this Contract.
- 13.9 This Contract sets out the entire agreement between the parties in relation to its subject matter and overrides any prior correspondence, arrangements, understandings, agreements or representations relating to its subject matter. Each party acknowledges that, in entering into this Contract, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Contract (whether made innocently or negligently) shall be for breach of contract.
- 13.10 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning this Contract, the business, affairs, customers, clients or suppliers of the other except where permitted in this Contract. Air Partner may disclose confidential information relating to the Client, any sub-charterer and cargo owner to the Nominated Carrier and any other third parties who need to know such information for the purposes of, or in connection with, the Flight. Furthermore, each party may disclose the other's confidential information (i) to its employees and advisers who need to know such information for the purposes of carrying out the party's obligations under this Contract provided each party ensures that such employees and advisers to whom it discloses the other's confidential information comply with this clause 13.10; and (ii) as may be required by law, court order or any governmental or regulatory authority. Neither party shall use the other's confidential information for any purpose other than to perform its obligations under this Contract.
- 13.11 This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 13.12 This Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with German law. If the Charterer is a merchant, legal entity under public law, or a special public fund, or has no general place of jurisdiction in Germany, the parties irrevocably submit to the exclusive jurisdiction of the court of Cologne, Germany for the resolution of any claim or dispute arising out of or in connection with this Agreement.