

time:matters GmbH Terms & Conditions of Carriage

These conditions define the exclusions and limitations of liability that govern time:matters and its customers. We therefore strongly recommend that customers take out an adequate insurance policy to cover their consignment.

I Service

- time:matters GmbH (hereafter "Contractor") offers its Customers rapid shipment service contingent upon these Terms & Conditions of Carriage (hereafter "TCC").
- The Contractor shall organize transport of the shipment pursuant to the provisions of Section V and deliver these to a suitable freight carrier.
- The Contractor reserves the right to select the freight carrier.
- A railway station or an airport shall be the typical place of departure and destination.
- Upon request and subject to an explicit supplementary agreement, the Contractor shall undertake to pick up and deliver the consignment from and/or to a location other than the place of departure or destination, as well as render other possible services, at the expense of the Customer.
- The Contractor shall not undertake to verify the condition or completeness of the consignment at the transportation transfer points.
- The Customer may opt for shipment partially by air ("**sameday air Service**"), rail ("**sameday rail Service**"), or road ("**sameday road Service**"), subject to Contractor's acceptance of such terms upon order placement. The most restrictive conditions applicable to a particular shipment method pursuant to Section V shall govern the entire shipment when various forms of transportation are combined. The Contractor shall have the option to select the mode of transportation on unrestricted segments of the route.
- The Contractor seeks to establish the shipping schedule for same day delivery, as practicable, depending on the time of tendering of the consignment by the Customer and the route. The schedule shall be coordinated with the Customer upon order placement.
- The Customer may purchase single-use rail shipment vouchers from the Contractor, which shall be valid for a maximum of one (1) year of the invoice date.
- The Contractor shall verify the identities of all persons (Customer, sender, and consignee) involved with the shipment, pursuant to Council Regulation (EC) Nos. 881/2002 and 2580/2001.

II Scope of TCC

- The TCC govern all of the Contractor's activities, services, and products involving express, courier, parcel and time-sensitive shipments, irrespective of whether the services are rendered directly or via a third party.
- Any deviations to these TCC or contradictory Customer terms shall be binding upon the Contractor only if accepted by Contractor's Product Manager or CEO in writing.
- These TCC supersede all prior versions for services rendered by the Contractor.
- The Contractor reserves the right to unilaterally amend these TCC, as deemed necessary and appropriate.
- The Contractor shall make these TCC available in print form, and electronically under www.time-matters.com, whereby the latter shall be the up-to-date official version.

III Definitions

- "Consignment" and "Shipment" means goods, in particular documents or merchandise, listed on a waybill, regardless of the mode of transportation involved.
- "Waybill" means any handwritten or machine generated order or freight document and shipment label prepared by the Contractor or authorized individuals.
- "Dangerous goods" means materials classified as goods dangerous for carriage pursuant to the UN, IATA DGR, ICAO TI, ADR/GGVSE regulations, etc., or goods that pose a special hazard to humans, animals, transportation equipment, or other shipments.

IV Governing law

- These TCC shall be governed by the laws of Germany, unless otherwise stated herein or mandated otherwise by law.
- If the destination or transit point for a shipment is in a country other than the country of departure of the shipment, the liability for international carriage of goods by aircraft shall be regulated by the provisions of the Warsaw Convention of October 12, 1929, as amended, or the Montreal Convention of May 28, 1999. Furthermore, transportation by rail shall be governed by the Uniform Rules Concerning the Contract for International Carriage of Goods by Rail ("CIM") of May 9, 1980, and for road transportation by the Convention on the Contract for the International Carriage of Goods by Road ("CMR") signed in Geneva on May 19, 1956.
- **In most instances, these international conventions limit the liability of the forwarder/carrier for loss, destruction, damage, or delays to the goods transported.**
- The above-referenced regulations shall be supplemented by the current IATA Dangerous Goods Regulations, the ICAO Technical Instructions, and/or the national regulations (ADR/GGVSE in Germany) of the shipment's country of departure, transit, or destination, as applicable.

V Goods accepted for shipment

- The Contractor shall accept only the following goods for shipment, unless otherwise stipulated:
 - **Sameday rail Service:** Shipments weighing a maximum of 20 kg x 1 meter in length, with the total of length + width + height not to exceed 2 meters. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
 - **Sameday air Service:** Shipments less than 32 kg, measuring no more than 120x20x20 cm or 90x50x50 cm. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
 - **Sameday road Service:** Shipments less than 32 kg, measuring no more than 120x20x20 cm or 90x50x50 cm. The Contractor shall apply a reasonable supplementary charge for larger/heavier shipments based on the contractual tariff.
 - **All other shipments:** Charges shall be based on the shipment weight and size, as stipulated by the Contractor and Customer.
- The most restrictive conditions applicable to a shipment method shall govern the entire shipment when various forms of transportation are combined.
- The value of goods for each consignment must not exceed €2,500, unless otherwise stipulated.
- The Contractor reserves the right to not accept any particular items in a consignment, which are banned under the IATA and ICAO regulations (available upon request from the Contractor), or for any other legal or safety reasons. The following items are banned: anesthetics, living animals and plants, and weapons and explosives. Dangerous goods are also banned. The Contractor offers a special service to handle shipments cooled with dry ice, and diagnostic specimens or biological substances.
- The Contractor reserves the right to stop or reject the consignment, if an identity check pursuant to Council Regulations (EC) Nos. 881/2002 and/or 2580/2001 finds that the person(s) involved are on a list of targeted persons or have names similar to listed individuals, whereupon the Customer shall bear any incident costs incurred.

VI Charges / Invoicing

- Charges for the shipment shall be based on the Contractor's schedule of fees (which is available upon request) in effect upon order placement, even without any explicit reference thereto. A blanket contract for recurring obligations shall be automatically updated to reflect any changes in the schedule of fees, whereby the Customer may terminate the contract with two (2) weeks notice to the end of the month following such an update.
- **The terms of payment are net fifteen (15) days, unless otherwise stipulated.**
- **The Customer may offset the invoice only against legally enforceable or undisputed claims.**
- **The Customer shall submit any claim or complaint in writing to the address stated on the invoice within fifteen (15) days of the invoice date, after which period the invoice shall be deemed accepted fully as received.**
- The Contractor reserves the right to invoice the Customer for all charges including import taxes and duties, regardless of whether it stipulated to bill the consignee.
- The Contractor reserves the right to charge a reasonable supplementary fee incident to delays that arise, based on contractual transportation fees. Unless specified in the schedule of fees, this supplementary fee shall be EUR 15.00 per half-hour or part thereof. The Contractor shall also invoice the Customer for extra expenses incident to events beyond the control of the Contractor, including but not limited to delays caused by the weather, acts of war, strikes, customs, security checks, airport closures, etc.
- The Contractor reserves the right to obtain a vendor's lien/encumbrance on the shipment, and it may pledge the shipment following non-payment upon expiry of a two-week grace period.
- The Contractor's schedule of fees is based on current freight rates, tariffs, salaries, wages, foreign currency exchange rates, and employment conditions. These charges shall be adjusted to reflect higher wage agreements negotiated in the transportation industry or increases in other significant cost structures, such as truck tolls, etc., whereby the Contractor may invoke the right to extraordinary termination of the transportation order.

VII Pickup / Delivery / Not deliverable

- The shipment shall be picked up and delivered to the street address stated in the waybill, not to any post boxes or encoded addresses. Deliveries shall also be made to a doorkeeper, receptionist, or incoming postal clearance room in a building. The Contractor can also arrange to pickup and deliver the shipment from/to any other location stipulated by the Customer or consignee.
- The Customer shall waive the right to written proof of delivery, unless otherwise stipulated explicitly.
- The Customer shall promptly inform the Contractor on how to proceed in case the shipment is not deliverable. Nevertheless, the Contractor shall act in the best interests of the Customer.
- The Customer shall bear the costs of return shipment including any applicable customs fines, for example if the consignment is not deliverable or the airline refuses acceptance.

- The Contractor reserves the right to refuse to accept a shipment, or to hold, postpone, or return it, if it believes that the consignment may damage other shipments, property, or persons, or that it violates the law.
- The Contractor shall organize shipment with the next available connection, in the event the originally scheduled flight or freight train cannot be taken or reached for any reason whatsoever.

VIII Right to inspect the shipment

- The Contractor reserves the right to inspect the shipment, if deemed necessary to protect its interests for reasons that include but are not limited to:
 - Address verification
 - Customs procedures
 - Securing of damaged contents
 - Precluding a potential risk from shipment of dangerous goods (dry ice, biological substances, etc.)
 - Suspicion that the contents may contravene these TCC.

IX International shipments / Customs

- The Customer shall observe all national and international laws relevant for the consignment, including but not limited to requirements for packaging, documentation, and transportation. Furthermore, the Customer shall comply with regulations on transportation of dangerous goods in the country of departure, transit, and destination when preparing the consignment.
- The Customer shall be invoiced for any customs fines, warehousing charges imposed by customs officials, or expenses incurred if the Customer, shipper, or consignee does not submit complete export documentation, licenses, or permits.
- The Customer shall submit all necessary information and documentation if it requires the Contractor to handle customs clearance. The invoice recipient for import taxes and duties (Customer, consignee, or shipper) shall be determined following acceptance of the order, whereby the Customer shall be invoiced if the invoice is not paid within thirty (30) days of receipt.
- If the Customer does not require the contractor to clear customs, it shall arrange for payment of any applicable export and import duties and customs clearance fees before delivering the goods to the Contractor.
- The Contractor shall commission its own customs clearance broker(s), if it assumes responsibility for this task pursuant to an explicit supplementary order from the Customer.

X Dangerous goods / Packaging / Labeling

- The Contractor shall specify the transportation service for shipment of dangerous goods, each shipment of which is to be accompanied by a separate waybill.
- 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.
- **The Customer shall ensure that dangerous goods are packed safely and appropriately, and shall be liable for any damage resulting from improper packaging.** All dangerous goods shall comply with the IATA Dangerous Goods Regulations and relevant ICAO Technical Instructions and the German ADR/GGVSE provisions with respect to their classification, type of packaging, marking, and labeling.
- Depending on the mode of transportation, infectious substances such as blood, urine, etc., that fall under the UN3373 category must be packed and labeled pursuant to IATA DGR Packing Instructions (air freight), or RID Instructions P650 (rail/road). The package must accordingly contain leakproof primary and secondary containers each with approved packaging materials and the container must meet the specified test criteria.
- **Each consignment shall be marked legibly and durably with the name, street address, city, country, and postal code of the shipper and consignee. The outside of the container shall bear the proper shipping name(s), technical names, and UN ID#s 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.**
- The Customer shall ensure that dry ice consignments contain an adequate quantity of dry ice to keep the contents cool for a period of at least 48 hours, in the event of unforeseen difficulties or if the Customer alters the arrangements, etc. The Contractor shall not be required to refill the container with dry ice during transportation.
- The Contractor reserves the right to return a dangerous goods consignment that leaks, releases odors, has damaged packaging, or is otherwise damaged, to the Customer. The Customer shall bear all costs incident to the shipment, such as shipment back to the Customer, destruction of the consignment, measures taken to prevent accidents, etc.
- Acceptance of a consignment of dangerous goods by the Contractor shall not automatically imply acceptance by the intended air carrier.

XI Responsibilities of Customer

- Notwithstanding other provisions herein, the Customer shall ensure:
 - That the selected mode of transportation is appropriate for the shipment;
 - Compliance with the "Ready for Carriage" rules for airfreight;
 - That the packaging is safe for the product and mode of transportation;
 - That the shipment is adequately marked and labeled;
 - That all accompanying documents, such as customs papers, are present and contain correct and complete details, in particular on the pickup and destination addresses;
 - Availability of a declaration of safety/harmlessness for airfreight, if so stipulated;
 - That the Contractor is notified of any safety concerns;
 - Availability of all the information necessary for consignee to accept the shipment;
 - That import and export customs clearances are handled, unless otherwise stipulated;
 - That the Contractor is notified promptly of any potential transportation hindrances, which become known to the Customer;
 - That proper approvals are obtained, as defined by foreign trade regulations (dual use regulations), and
 - Compliance with all other guidelines and regulations on foreign trade.
- The Customer shall be liable for any damages that arise from disregard of the above responsibilities, regardless of whether or not the Customer is at fault.

XII Delays

- The Contractor shall be liable for any delay, if it guaranteed delivery by a given deadline.
- Upon request, the Contractor shall reimburse the fee paid for sameday rail Service, sameday air Service or sameday road Service if the delivery is more than three hours overdue, subject to the provisions on attendant liabilities. The carriage fee shall not be reimbursed if the delay arises from events beyond the control of the Contractor, including but not limited to airfreight security checks, the weather, acts of war, strikes, customs, security checks, technical problems or inalterable delays with the mode of transportation (rail or aircraft cancellations, etc.), incomplete or improper documentation from the shipper (e.g. incorrect statements, missing or wrong labels), or subsequent instructions issued by the shipper or consignee that directly influence the transportation process.
- The carriage of goods can be optimized only if the entire process is handled by the Contractor. A guaranteed delivery schedule shall apply until the goods are either picked up or delivered to a designated forwarder at the destination.

XIII Liability of Contractor

- The Contractor's liability shall be limited to the maximum stipulated for circumstances governed by the Warsaw Convention, Montreal Convention, CIM, or CMR rules respectively. Otherwise, the following limitations of liability shall apply:
 - **The Contractor shall be liable for loss of intrinsic value caused by loss of or damage to the consignment while in the custody of the Contractor, up to a value of 8.33 SDRs/kg net weight of the shipment.**
 - **The Contractor shall be liable for loss of or damage to part of the consignment up to a value of 8.33 SDRs/kg net weight of the lost item(s).**
 - **If the Customer is an entrepreneur, the Contractor shall be liable for loss of intrinsic value caused by loss of or damage to the consignment while in the custody of the Contractor, up to a value of 2.0 SDRs/kg net weight of the shipment.**
 - **If the Customer is an entrepreneur, the Contractor shall be liable for loss of or damage to part of the consignment up to a value 2.0 SDRs/kg net weight of the lost item(s).**
- The liability of the Contractor for delays shall be limited to the triple compensation owed to Contractor.
- Notwithstanding the above, the Contractor shall only be liable for damages that it causes. Its liability for claims not arising from loss or damage of a consignment in its custody or by delay shall be limited to typically foreseeable damages, subject to a maximum of EUR 2,500 for the goods, as stipulated in Section V above. The value of the goods shall be as declared in the waybill for customs. This limitation shall not apply in case of Contractor's liability for Culpable endangerment to life or bodily injury or health, and the intentional or grossly negligent breach of material contractual duties or such by its managers or vicarious agents, and violation of its other obligations or such by its managers.
- The Contractor disclaims any liability incident to events beyond its control, including but not limited to damage caused by the weather, acts of war, strikes, customs, security checks, etc.

XIV Damage claims

- The shipment shall be deemed delivered in proper condition and per the terms of the order if accepted unconditionally by the consignee, until proven otherwise.
- Each damage claim shall adequately describe and estimate the damage caused.

XV Place of jurisdiction

- Jurisdiction shall be in Frankfurt am Main for any disputes that arise from or in connection with these TCC for a Customer that is either a general merchant, a legal entity under public law, or a special public asset, or if the Customer has no general place of jurisdiction in Germany.

XVI Statute of limitations on advance payments

- Any advance payments made by an entrepreneur for the Contractor's services shall be subject to a statute of limitations of two (2) years, starting at the end of the calendar year in which the advance payment is made.

XVII Severability

- If any part of these TCC is declared or becomes void, or unenforceable, or if a loophole exists, the remaining provisions shall continue in full force and effect, whereupon the offending part shall be replaced, or the loophole closed, with an enforceable provision that best reflects the original intent.

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